



SERVICE TERMS AND SLA FOR WAVELENGTH SERVICE

Wavelength Service. These are the service terms and service level agreement for Global Crossing's Wavelength Service (the "Service") which apply to Wavelength segments ("Waves") provided by Global Crossing, 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 Global Crossing and the Customer. Initial capitalized terms not defined in these terms and conditions have the meanings given to them in the Master Agreement.

1. Service Description

1.1 Wavelength Service provides fiber-optic, transponder based point-to-point connectivity over a dedicated circuit between city pairs on the Global Crossing Network, which enables end-to-end transportation of a high capacity 100 Mbps Ethernet, 1Gbit Ethernet, 2.5 Gbit, 10 Gbit, 10Gbit Ethernet (LAN PHY) and 40Gbit signal between two specified sites. The Service is available as Global Crossing POP to Global Crossing POP Service ("POP to POP") and Customer Premises to Customer Premises Service ("End to End"). POP to POP Service includes all of the Global Crossing network elements, excluding local access. If local access is provided by a Global Crossing-owned city ring or Metro Network to the Customer's premises at both ends of the Wave, the Service will also be classified as POP to POP. End to End Service includes all Global Crossing Network elements plus the provision of local access circuits ordered from Global Crossing by the Customer from the Customer premises to the Global Crossing POP over facilities that may be provided by third party suppliers. For each Wave ordered, the selected type of Service, pricing and length of Initial Term shall be set out in an Order Form signed by Customer.

1.2 Customer's signal must be framed in accordance with the following ITU-T recommendations:

- G957 for 2.5Gbit Waves.
- G691 for 10 Gbit Waves.
- G709 for 40 Gbit Waves.
- IEEE 802.3 for 100 Mbps, 1Gbit Ethernet and 10Gbit Ethernet Waves.

1.3 The Customer acknowledges that (i) Global Crossing Waves are not protected by a restoration protocol within or external to the SONET frame structure, (ii) Global Crossing will not provide Waves using conventional SONET TDM add/drop multiplexers using a BLSR or UPSR or linear restoration protocol within or external to the SONET frame structure, (iii) the interoperability of the individual Waves is dependent upon the joint interconnection of the interface between Global Crossing's DWDM system and the Customer's source systems and facilities, and (iv) a protection or auxiliary path is achieved through the purchase of alternate Wave. In the event the Customer purchases a second Wave for auxiliary path purposes, Customer shall be responsible for managing the auxiliary path to ensure protection. The Customer's source systems will operate within the conventional 1310nm and 1550nm passbands, using Short Reach, Intermediate Reach, or Long Reach optic, as defined in Telcordia GR-253-CORE.

1.4 The standard demarcation point ("Customer Interface") for Waves is either (i) in the case of POP to POP Service, the Global Crossing ODF located within a Global Crossing POP or (ii) in the case of End to End Service, the ODF located at the Customer's common Telco demarc within the Customer facility or end-user location (*e.g.*, Telco closet or Telco room on the Customer premises). The parties will cooperate (including the provision of reasonable access to either the Global Crossing POP or the Customer premises, as applicable), to facilitate the installation of fiber, cable and fiber termination equipment at the Customer Interface.

- 1.5 Acceptance testing activities will be coordinated with Customer by Global Crossing. Tests will be performed according to ITU recommendations, M.2100 and/or M.2101. The Service Commencement Date shall be the date upon which a Wave is declared ready for service following positive test results. Test criteria are as follows: (a) for 2.5Gbit, 10Gbit and 40Gbit Waves, zero BER over a twenty-four (24) hour period, and (b) for 100 Mbps Ethernet, 1Gbit Ethernet and 10Gbit Ethernet Waves, frame loss of less than 0.01%.
- 1.6 Customer may multiplex wavelength circuits as smaller capacity wavelength circuits; provided, however, that Customer may neither multiplex nor resell (a) Gold / Silver Route Waves (as defined below) or (b) any wavelength circuit traveling across the “AC1 South” cable system between Whitesands, U.K. or Brookhaven, N.Y.

2. Pricing

- 2.1 Waves are provided either (i) on an Annual Lease basis for an agreed term of years, at an agreed Monthly Recurring Charge (“MRC”) and a non-recurring installation charge (“NRC”) or (ii) on a Pre-Paid Lease basis for an agreed term of years. In addition to the foregoing charges, the following ancillary charges (as set out in the Order Form) may apply if the underlying features are ordered by Customer:
- **Expedite Charges:** Apply when expedited installation is requested by Customer and agreed by Global Crossing.
 - **Break Outs / Drop and Insert:** Apply when Customer requests Global Crossing to drop or demodulate a Wave at an intermediate point along the end to end path of that circuit. Pricing for any agreed break out / drop and insert rearrangements shall be on an individual case basis.
 - **Change Order/ Re-arrangement:** Apply (at each end point of a Wave) when Customer requests de-installation of a Wave prior to the expiry of the initial Service Term for a new circuit location. If acceptable to Global Crossing, charges will be as set out in the Order Form.
- 2.2 For Waves provided on an Annual Lease basis only, Global Crossing may increase the charges for Waves upon thirty (30) days’ written notice to Customer if (i) Global Crossing’s costs in providing the applicable Waves increase due to circumstances beyond its reasonable control, or (ii) if it elects to pass through government or regulatory assessments relating to its provision of the circuits. On receipt of such a notice from Global Crossing, Customer shall have the option (exercisable by written notice within thirty days of receipt of such notice) to terminate any Wave (s) subject to such a price increase (except in the case of increases resulting from governmental or other regulatory assessments).
- 2.3 Termination of Orders prior to installation. If Customer cancels its order for a Wave (and/or a related local access circuit) for any reason prior to the agreed Ready for Service Date (other than because of a breach by Global Crossing), Customer agrees (i) to pay Global Crossing fifty percent (50%) of any non recurring installation charge(s) for that Service (if any), and (ii) to reimburse Global Crossing for all reasonable costs incurred by Global Crossing in deploying that Wave, including any termination or cancellation charges levied on Global Crossing by the underlying local access provider of local access circuit orders terminated.

3. Service Level Agreement (SLA)

3.1 Service Availability

- (a) Commitment. Global Crossing guarantees Wave availability at the following levels: “POP to POP” Service – 99.5% and “End to End” Service – 99.00%.
- (b) Definition & Measurement. Service availability is a measure of the relative amount of time during which a circuit is available for Customer use during a thirty (30) day calendar month. “Service Unavailability” is defined as any period for which a Wave experiences a complete loss of service, or for which the BER for the Wave falls below 1×10^{-12} (or BBER of $2.0E^{-6}$). Service Unavailability

is measured from the time (a) that Customer reports Service Unavailability to Global Crossing, and Global Crossing opens a trouble ticket, until the time (b) that Global Crossing advises the Customer that the Service is restored and operating in accordance with agreed specifications, and Global Crossing closes the trouble ticket. Any periods of time during which a trouble ticket is kept open at Customer's request following notification by Global Crossing that Service has been restored, is not included in measuring the duration of a period of Service Unavailability.

- (c) **Credit.** For Waves provided on an Annual Lease basis, Global Crossing will credit the Customer in accordance with the table below in the event of Service Unavailability.

| POP to POP Wave Availability | Total minutes of Service Unavailability in the month | Credit |
|-------------------------------------|---|---|
| 100% - 99.5% | 0-216 | 0% of MRC attributable to the applicable Wave segment |
| 99.49% - 98.0% | 217-864 | 10% of MRC attributable to the applicable Wave segment |
| 97.9% - 96.5% | 865 – 1512 | 20% of MRC attributable to the applicable Wave segment |
| 96.4% - 90.0% | 1513 – 4320 | 30% of MRC attributable to the applicable Wave segment |
| 89.9% - 75.0% | 4321 - 10,800 | 50% of MRC attributable to the applicable Wave segment |
| Less than 75.0% | More than 10,800 | 100% of MRC attributable to the applicable Wave segment |
| End to End Wave Availability | Total minutes of Service Unavailability in the month | Credit |
| 100% - 99.00% | 0 – 432 | 0% of MRC attributable to the applicable Wave segment |
| 98.9% – 97.00% | 432 1296 | 10% of MRC attributable to the applicable Wave segment |
| 96.9% – 95.5% | 1297 – 1944 | 20% of MRC attributable to the applicable Wave segment |
| 95.4% - 90.0% | 1945 – 4320 | 30% of MRC attributable to the applicable Wave segment |
| 89.9% – 75.0% | 4321 – 10,800 | 50% of MRC attributable to the applicable Wave segment |
| Less than 75.0% | More than 10,800 | 100% of MRC attributable to the applicable Wave segment |

For Waves provided on a Pre-Paid Lease basis, the credit applying in the case of Service Unavailability will be calculated based on an implied monthly service charge (the “Implied MSC”) calculated as follows:

$$\text{Implied MSC} = \frac{\text{Total Pre-Paid Lease Fee Attributable to the Wave segment}}{\text{Number of Months in the Initial Term for which that Wave was ordered}}$$

3.2 **Propagation Delay**

- (a) **Commitment.** Waves between certain designated Global Crossing POPs and other designated locations may be provisioned, at Customer's request, on designated 'Gold' or 'Silver' routes on the Global Crossing Network with a guaranteed propagation delay threshold between those designated Global Crossing POPs or other specific designated locations (a “Gold / Silver Route Wave”). Gold / Silver Route Waves are (i) available only for 100 Mbps, Gigabit Ethernet and Ten Gigabit Ethernet wavelengths, and (ii) available only between certain designated Global Crossing POPs and other designated locations. If ordered by Customer, the configuration of a Gold / Silver Route Wave will be set out in a Service Order Form (and will include details of the applicable Global Crossing POP or other designated location at which the Wave will be handed off to Customer, and the charges applying to the provision of the Gold /Silver Route Wave). For any other Wave provided by Global Crossing, Customer may request Global Crossing to commit to a propagation delay threshold for that Wave on a Global Crossing POP to Global Crossing POP basis. For all Waves for which a propagation delay threshold is agreed to by Global Crossing in accordance with this Section, the agreed propagation delay threshold (the “Propagation Delay Threshold”) will be set out in the Service Order Form for the applicable Wave. If, at any time following the Service Commencement Date for such a Wave, the agreed Propagation Delay Threshold is exceeded, Customer may, by opening a trouble ticket, request Global Crossing to take remedial action to reduce the propagation delay on the Wave below the Propagation Delay Threshold. If Global Crossing fails, within ten (10) business days of receipt of

such notice, to reduce the propagation delay below the agreed Propagation Delay Threshold, Customer shall be entitled, by written notice to Global Crossing, to terminate the applicable Wave without obligation (except as provided for below). The foregoing termination right shall not apply where the failure of the Wave to achieve the Propagation Delay Threshold is caused by Customer equipment or anything else within Customer's control (including a local access circuit not ordered from and provided by Global Crossing). In the event of termination of any off-net and/or third party provided local access circuits or wavelength circuits under this provision, the customer shall reimburse Global Crossing for any early termination charges which are levied on Global Crossing by the third party provider(s) of such circuit(s) or wavelength circuit(s) provided that the foregoing charges shall be waived in the case of termination of a Gold / Silver Route Wave by Customer as a result of the failure of that Wave to achieve the committed propagation delay threshold.

- (b) **Measurement.** For the purposes of this commitment, Propagation Delay is measured between Global Crossing's terminal equipment at the Global Crossing POPs (or, in the case of Gold / Silver Route Waves, at the other designated location(s)) at which the applicable Wave is provisioned. Propagation delay is measured using Global Crossing's network testing equipment.
- (c) **Conditions.** This propagation delay commitment (i) does not apply during any periods of Service Unavailability and (ii) only applies where requested by Customer on an individual case basis for specific Waves and agreed to by Global Crossing. If agreed, the commitment will be subject to the payment of an additional charge, which will be reflected in an increased Monthly Recurring Charge or (in the case of a Wave purchased on a Prepaid Lease basis) in an increased prepayment amount. It is an express condition of the commitment provided for in this Section 3.2 that Gold / Silver Route Waves are either used by Customer solely for its own internal business purposes or (ii) if resold, are sold in the same capacity as provided by Global Crossing; Gold / Silver Route Waves may not be multiplexed and resold as smaller capacity wavelength circuits. Customer acknowledges that in the event of any breach of this condition by Customer, (i) Global Crossing shall be entitled to terminate the provision of the Gold / Silver Route Wave (and any associated local access circuits) forthwith upon written notice to Customer and (ii) Customer will be liable to reimburse Global Crossing for any third party early termination charges levied on Global Crossing by the third party provider(s) of any associated local access circuits also terminated.

3.3 Diversity Planning

- (a) If requested by Customer, Global Crossing and Customer will agree a primary path through the Global Crossing network for a specific Wave ordered by Customer (the "Agreed Path"). Details of the additional charge and the Agreed Path will be set out in the Order Form for the Wave. Where an Agreed Path is agreed, Global Crossing undertakes not to re-route the Wave from the Agreed Path except on a temporary basis (i) for the purposes of scheduled maintenance, in which case seven days notice shall be provided to Customer or (ii) for the purposes of emergency maintenance (which may include maintenance necessitated by an incident which results in Service Unavailability on the Agreed Path) in which case Global Crossing shall provide Customer with as much as notice as is reasonable practical in the circumstances.
- (b) Diversity Planning is available only where requested on an individual case basis for specific Waves by Customer and agreed to by Global Crossing. If agreed, the commitment will be subject to the payment of an additional charge, which will be reflected in an increased Monthly Recurring Charge or (in the case of a Wave purchased on a Prepaid Lease basis) in an increased prepayment amount.

3.4 Installation

- (a) **Commitment.** Global Crossing commits to provision POP to POP and End to End Waves on the mutually agreed RFS date(s). Installations will be scheduled by mutual agreement. 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 delay will be billed for additional two-hour block of time set out in the Order Form. Global

Crossing installs 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, may incur additional charges as indicated on the Order Form. A Faulty Vendor Dispatch charge (as detailed in the Order Form) will apply where scheduled installation is cancelled by Customer on less than thirty six hours notice to Global Crossing or where installation cannot be completed at agreed time as a result of an act or omission by the customer, including:

- Site Not Ready: e.g. the Customer site does not have proper power, LAN equipment or equipment racks available,
- Faulty Design: Incorrect equipment, cables or software components specified by Customer result in failure of installation, and
- No Access: The technician is not able to gain access to the room/premises at which Waves are to be installed.

(b) **Definition & Measurement.** The RFS date(s) will be agreed upon between Customer and Global Crossing following acceptance of Customer’s order. This guarantee excludes testing and circumstances where the Customer is not ready to receive or use the Wave. Orders for changes in Wave configurations are accepted within the absolute discretion of Global Crossing; if accepted the change will be completed within the same time period as for an initial installation. The credit for delays in installation does not apply if the completed Service order is modified after its original completion or where the Customer site connection on a Global Crossing owned city ring or Metro Network has not been fully completed.

(c) **Credit.** If a Wave is not provisioned by the agreed upon RFS date, Global Crossing will credit the Customer in accordance with the table below:

| Number of Calendar Days RFS Exceeded | Credit |
|--------------------------------------|----------------------------|
| 1-7 | 5% of Installation Charge |
| 8-14 | 15% of Installation Charge |
| 15-30 | 25% of Installation Charge |
| Greater than 30 | 50% of Installation Charge |

3.3 General terms applying to SLAs

- (a) SLA credits are not applied to usage charges or any third party charges passed through to the Customer, including charges for any local access circuits provided to Customer by Global Crossing.
- (b) 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.
- (c) If an incident affects the performance of the Service and results in a period of Service Unavailability entitling Customer to one or more credits under different SLA parameters, only the single highest credit applying in respect of that incident will be applied.
- (d) In no event will SLA credits in any calendar month exceed either 100% of the total MRC(s) payable by Customer for the Service in that month, or, in the case of Waves provided on a Pre-Paid Lease basis, the Implied MSC for a given month.
- (e) As a condition of entitlement to SLA credits, Customer shall cooperate with Global Crossing in addressing any reported Service problems.
- (f) SLA credits are applied only upon Customer’s written request, which must be submitted within (15) business days of the end of the month in which entitlement to an SLA credit arose.
- (g) For Waves provided on an Annual Lease basis, all agreed SLA credits claimed by Customer for a given month will be totaled and applied to Customer’s next following invoice for the Service, or as promptly thereafter as is practical in the event of a dispute. For Waves provided on a Pre-Paid Lease basis, all agreed SLA credits claimed by Customer (i) shall be issued after receipt of

Customer’s written request for credit, (ii) may be applied by Customer only against charges for new Waves ordered by Customer from Global Crossing, or against charges for Waves whose initial Service Term is extended by Customer and (iii) shall accrue on a monthly basis and must be used within twenty-four (24) months of issuance.

- (h) The SLAs provided for in these terms apply only in respect of Waves that are provisioned on Global Crossing’s Network and, in the case of End-to-End Service, to local access circuits provided by Global Crossing (via third party providers).
- (i) SLA credits provided for in these terms and conditions are Customer’s exclusive remedy with respect to items covered in these terms and conditions.

3.4 Exclusions

No SLA credit shall apply to the failure of a Wave to comply with these SLA terms, or to any period of Service Unavailability, caused, in whole or part, by any of the following:

- (a) a failure of Customer’s premises equipment or equipment of a Customer’s vendor;
- (b) a failure in local access facilities connecting the Customer to Global Crossing’s Network which are **not** provided by Global Crossing;
- (c) force majeure events as defined in the Master Agreement;
- (d) 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 facilities 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 Service, (iii) failing to take any remedial action in relation to a Service 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 any of these SLA terms;
- (e) customer’s negligence or willful misconduct, which may include Customer’s failure to follow agreed-upon procedures;
- (f) any scheduled maintenance periods when Customer has been informed of such maintenance, and any emergency maintenance;
- (g) 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; or
- (h) Outages attributable to (i) long-haul domestic local access circuits in the US between a Global Crossing POP and a Customer premises which is in a in different Local Access Transport Area (LATA) and/or (ii) long-haul international local access circuits between a Global Crossing POP and a Customer premises in a different country.

Signatures

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

Full Customer Name: _____

Master Agreement Reference Number: _____