

SPECIFIC SERVICE TERMS FOR WHOLESALE CONFERENCING SERVICES

Global Crossing Wholesale Conferencing Services. These are the service terms for Global Crossing's Wholesale Conferencing Services (Audio, Web & Video), (the "Services") which apply to Conferencing Services provided by Global Crossing, in addition to the terms of any Master Services Agreement, Retail Customer Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Reseller and Global Crossing. Initial capitalized terms not otherwise defined in these terms and conditions have the meanings given to them in the Master Agreement. In these terms and conditions, "Reseller" means the customer with whom Global Crossing has entered into a Master Agreement and to whom Global Crossing agrees to provide conferencing services on a wholesale basis for the benefit of Customers, and "Customer" means Reseller's end user customers to whom Reseller sells the Services.

1. General

- 1.1 Global Crossing offers Audio, Web and Video Conferencing Services. Rates and Charges for the Services, the Initial Term for which they are ordered, and specific features requested by the Reseller will be set out in an Order Form or pricing schedule.
- 1.2 Global Crossing's conferencing services are made available to the Reseller and Customers on a 24-hour, seven (7) days per week, 365 days a year basis by contacting Global Crossing Conferencing Services using the toll-free telephone number provided to Reseller, or by email.
- 1.3 Reseller agrees that during the term of this Appendix, for any ordered Conferencing Service, Global Crossing will be used as its primary supplier of that type of conferencing service.
- 1.4 Reseller agrees to allow Global Crossing to identify Reseller as a client in its marketing communications materials for any ordered Conferencing Services.
- 1.5 Reseller may market the Services in accordance with the terms and conditions set forth herein.
- 1.6 **Relationship.** The relationship of Global Crossing and Reseller under these terms and conditions shall be and at all times remain one of independent contractors and not that of franchiser and franchisee or joint ventures. Apart from Reseller's obligation to pay for the Services, and subject to the terms of Section 4 below, no payment of any fee or similar charge is required as a condition of Global Crossing providing the Services to Reseller and no compensation or remuneration of any type is payable by Global Crossing to Reseller under these terms and conditions arising out of the sale or provision by Reseller of the Services to Customers. These terms and conditions do not establish or constitute Reseller as Global Crossing's agent or representative, nor do these terms and conditions establish or constitute Reseller as an employee or a franchisee of Global Crossing. Reseller is not authorized to accept orders or make contracts in Global Crossing's name or to transact any business in the name of Global Crossing or to assume or create any obligation or responsibility binding upon Global Crossing in any matter whatsoever, except as may be expressly permitted under these terms and conditions or otherwise approved in writing by Global Crossing.
- 1.7 **Reseller Personnel.** All Reseller personnel shall be considered solely Reseller employees, and Reseller shall be responsible for payment of all unemployment, Social Security and other payroll taxes relating thereto.

2. Minimum Usage Guarantee and Billing

- 2.1 The provision of custom branding services for Global Crossing videoconferencing services (if requested by Reseller) is conditional upon Reseller committing to a minimum spend on Global Crossing Conferencing Services of \$15,000 per month. Unless otherwise agreed in writing between the parties, only usage of Global Crossing conferencing services described in these terms will count towards satisfaction of this minimum spend commitment. If custom branding services are requested by Reseller and provided by Global Crossing, and the charges incurred by Reseller in respect of Reseller's purchase of Global Crossing Conferencing Services in any billing cycle month are less than \$15,000, Reseller agrees that the charges payable by it in respect of its purchase of Global Crossing Conferencing

Services for that billing cycle month shall be the greater of (a) \$15,000 and (b) the actual charges incurred in respect of such purchases in that billing cycle month.

- 2.2 Any other minimum usage or similar commitment agreed between the parties will be set out in the Order Form for the Service. In the case of a commitment based on minutes of usage (if any), a shortfall charge shall payable by the Reseller if Reseller fails to achieve the agreed level of usage in a billing cycle month; calculated by multiplying the shortfall in minutes of usage by the applicable per minute rate for the applicable conferencing services.
- 2.3 Billing. All charges for conferencing services provided under these terms and conditions will be invoiced as follows:
 - 2.3.1 If Reseller is a US based corporation, all charges will be billed by Global Crossing Telecommunications Inc.; all charges will be invoiced and payable (at Customer's option) in USD, GBP, EURO or CAD;
 - 2.3.2 If Reseller is an EU based corporation, all charges will be billed by Global Crossing Europe Limited; all charges will be invoiced and payable (at Customer's option) in USD, GBP, or EURO;
 - 2.3.3 If Reseller is a Canada based corporation, all charges will be billed by Global Crossing Telecommunications (Canada) Limited; all charges will be invoiced and payable (at Customer's option) in USD or CAD; and
 - 2.3.4 If Reseller is a Latin America based corporation, all charges will be billed by the Global Crossing company that is a party to the master agreement or other service agreement with Customer under which the services are provided; all charges will be invoiced and payable in USD unless otherwise agreed in writing between the parties or otherwise required by local law.
- 2.4 Charges for all Conferencing services, including any additional services or features ordered by Reseller, will be set forth on an Order Form for the Services. Billing for all elements of the Services is in arrears unless otherwise indicated. Ancillary charges are set out in the Order Form for the Services.

3. Audio and Web Conferencing

- 3.1 Global Crossing provides the following audio and Web conferencing Services:
 - 3.1.1 Ready-Access: Global Crossing's subscription-based audio conference service, offering shared-port, reservation-less, automated audio conference calls. Subscribers are assigned permanent access numbers and pass-codes to facilitate conference calls without operator involvement.
 - 3.1.2 Auto Event Call: An access method for reserved audio conference calls by which participants call into at least two toll or toll-free numbers and drop directly into conference in either a listen only or an interactive mode. This reservations-based service is completely automated; an operator is available for technical difficulties. This Event Call type does not support a managed Q&A session or any of the other additional/enhanced features associated with audio conferencing.
 - 3.1.3 Event Express: A reservations-based audio conference service. Participants are issued at least two toll/toll-free dial-in numbers and a separate speaker dial-in number. At least sixty percent (60%) of participants dial in to the Bridge and join the conference call in listen only mode, without the ability to actively participate. Remaining participants dial-in on a different number, are answered by a Global Crossing operator, placed into the conference call, and can actively participate in the call. A Global Crossing operator monitors the conference call and can conduct a managed Q&A session. All additional/enhanced services associated with audio conferencing are supported on this call type.
 - 3.1.4 Event Call: A high profile audio conference call, such as an earnings release. This call is accessible via toll or toll-free access and is fully operator-monitored. Typically, this type of conference has special services associated with it (i.e., Recording, PostView®, Question & Answer session).
 - 3.1.5 Event Call Dial-Out: A high-profile audio conference call utilizing the Global Crossing operator to dial-out to all participants to connect them to the conference call. Typically, this type of conference has special services associated with it, (i.e., Recording, PostView®, Question & Answer session).
 - 3.1.6 Global Crossing's Event Call Director: An online tool providing enhanced conference control and management of an Event call by enabling the meeting organizer to view live who has joined the call, view and manipulate the question and answer session, and chat with the conference operator.
 - 3.1.7 Global Crossing Web Meeting: A Ready-Access feature enabling the Customer to manage their meetings on-line, change account options, hold a Web conference to share presentations and applications with participants, record visual applications synchronized with the audio conference, and store files online.

- 3.1.8 Ready-Access Scheduler for Microsoft Outlook® Calendar: A Ready-Access feature that integrates Global Crossing audio and Web conferencing with the Microsoft Outlook® calendar. The Chairperson can create invitations in Outlook that automatically include dial numbers and instructions for joining the audio conference and direct links for participants to join a Web conference and check their browser configuration prior to the meeting. Scheduler also includes a Web Meeting button on the Chairperson’s desktop that automatically logs them into the Web Meeting.
- 3.1.9 Ready-Access Record: An on-demand Ready-Access feature that is fully integrated with Web Meeting. The Chairperson can start and stop the recording using telephone touch tone commands or select a button on the Web Meeting screen. Recordings are automatically synchronized with visual information presented in a Web conference and are stored online in an Archive management system. The Chairperson can email or place a URL link on the Internet/Intranet for participants to playback the file online using a Flash player. The Chairperson may also add access security codes, receive playback reports and download recordings to store them on their desktop.
- 3.2 Global Crossing’s Ready-Access conferencing system and network are designed to meet P.01 grade of service.
- 3.3 Global Crossing shall take all reasonable measures to ensure port availability; however, Global Crossing does not guarantee port availability in the shared port Ready-Access service. Availability is on a first-come, first-serve basis. Consistent monitoring of port utilization enables Global Crossing to proactively increase capacity to meet customer demand.
- 3.4 Features: The table below sets out the features generally available as part of Global Crossing’s standard packages for Audio and Web Conferencing Services, listed by service, for attended and unattended conference calls. (An “X” denotes inclusion of the specified feature for that call type.) The feature list below is non exhaustive and certain features are subject to availability. Feature availability is subject to change. Additional charges, as set out in the Order Form apply to these features where indicated below.

		Ready-Access	Automated Event	Express Event	Event Call
CONFERENCE CALL COMPONENTS	Call Size	8, 16, 24, 35, 50, 60, 75 or 96 lines	3 – 500+	3 – 500	3 – 3,000+
	Operator Availability	Technical assistance	Technical assistance	100% Operator Monitored	100% Operator Monitored
	Reservation Confirmation		X	X	X
	Access with a Passcode	X		Partial	X
	Customized Introduction	Greeting*	Semi-Custom	Semi-Custom	Semi-Custom
	Dial in on a Toll Number	International Participants	X	X	X
	Dial in on a Toll-free Number	X	X	X	X
	Enhanced Services Availability	As Indicated		X	X
	Listen-only Mode	Chair/Part. Controlled	X	X	X
	Music While on Hold	X	X	X	X
	Operator Access	X	X	X	X
	Operator Dial Out	Chairperson	Partial	X	X
	Operator Greets All Callers			Partial	X
	Q&A Session Coordination			Selected Participants	X
	Roll Call	Automated		Partial	X
	Security Screening	Automated		Partial	X
	Standard Introduction			X	X
	Standing Reservation	X	X	X	X
Web Meeting	X				
Global Crossing Web Meeting**	X				
ADDITIONAL SERVICES (ADDITIONAL CHARGES APPLY)	Ready-Access Scheduler for Microsoft Outlook Calendar	X			
	Ready-Access Record – on-demand	X			
	Participant Notification	(Scheduler)		X	X
	Communication Line			X	X
	Participant List (faxed or e-mailed)			Partial List	X
	Recording/Taping	(Record on-demand)		X	X
	Conference Playback	X		X	X
	Taped Conference Rebroadcast			X	X
Transcription			X	X	

* Availability is subject to conditions.

** Global Crossing Web Meeting is only integrated with Ready-Access but it may be used as a stand-alone service with Event call types.

3.5 **Pricing:** Charges for Global Crossing Audio and Web Conferencing Services are per minute, per line, and include toll, toll-free, dial-out, and bridging charges. International dial-out charges are additional for all call types. Call time is measured in one-minute increments from when a conference participant is connected to a Bridge for a conference until the time that conference participant is disconnected from that Bridge.

- Ready-Access: Toll-Free
- Auto Event Call: Toll and Toll-Free
- Event Express Call: Toll, Toll-Free, and Dial-Out
- Event Call: Toll, Toll-Free, and Dial-Out
- Global Crossing Web Meeting: Per participant per minute usage based charge
- Ready-Access Scheduler: No charge
- Ready-Access Record: Setup fee, file hosting fee and additional playback charges apply

4. Videoconferencing

4.1 Global Crossing's videoconferencing service provides a fully managed videoconferencing solution allowing for visual collaboration between two or more sites. Customers may schedule video calls via phone, fax or email. Videoconferencing calls may be either Multipoint (≥ 3 sites) or Point-to-Point (two sites). In either case, Global Crossing video operators dial out to each scheduled Customer site and/or Customer dials into the videoconference call from each such location. Global Crossing video operators will perform a "Meet-and-Greet" with all of the connected Customer sites prior to the call start time (actual set up time is captured in the Customer reservation), the Video Operator begins the call and continuously monitors the call connectivity for issues. A summary of the services appears below:

- Before the call - reservations via phone, fax, e-mail, or a proprietary Interactive Web Reservations (IWR) portal
- During the call - dial out to sites, "meet & greet sites, bridge IP & ISDN sites, monitor connectivity, trouble resolution of dynamic issues, & bridging ISDN to IP calls or vice versa (hybrid calls)
- After the call - Online video reports, flexible billing options, and trouble tickets issued

4.2 Three transport methods are offered for Global Crossing videoconferencing services, as follows:

4.2.1 ISDN: Videoconferencing calls originate and terminate 'end to end' on third party provided ISDN circuits.

4.2.2 IP Video: Videoconferencing calls are delivered over Global Crossing's IP VPN Network using Customer's Internet standards based end point equipment. As a condition of this service, Customer must order an IP VPN port with premium class of service (CoS) and IP VPN access. This service provides inherently secure access over Global Crossing's private MPLS network with packet prioritization to ensure video and voice quality. Customers may choose to deploy this service as either an overlay network or as a converged IP (data/voice/video) solution. Global Crossing videoconferencing Services' scheduling and bridging services are made available to Reseller by contacting Global Crossing Conferencing Services either by using the interactive Web Reservations, by assigned telephone number, or by email. Global Crossing shall provide confirmation by email or facsimile to a designated reservation site or sites, within an appropriate timeframe, based on a request for a Videoconference from Reseller or Customer. Global Crossing shall prepare and deliver to Reseller a report on any technical difficulty encountered during a video call for use by Customers or the Customer's equipment vendor(s).

4.2.3 Public Internet: Videoconferencing calls are delivered via the public Internet into Global Crossing's video hosting zone for connectivity to Global Crossing's video bridges. Due to the inherent nature of the public Internet, videoconferencing calls delivered by the public Internet are delivered "as is" without any warranties or service level guarantees of any kind.

4.3 Branding: Unless Reseller requests, and Global Crossing agrees, to provide custom branding in accordance with section 4.3.1 below, the conferencing services provided to Reseller will be generically branded as follows:

Service To Brand	What is Branded
Interactive Web Reservation	Generic name used on interactive web reservation system.
Meeting Management Services	Global Crossing Video Operators dial out to all Customer sites introducing the Services as generic branded services (i.e. Videoconferencing services).
“Meet-And-Greet” Services	Global Crossing Video Operators greet all Customer participants introducing the Services as generic branded services (i.e. Videoconferencing services).
Help Desk Support	Global Crossing Customer Care answer calls introducing the Services as generic branded services (i.e. Videoconferencing services).
Global Crossing Web Meeting	Generic branding used on Web Meeting.
Ready-Access Scheduler for Microsoft Outlook® calendar	Generic branding used on Scheduler.

4.3.1 **Custom Branding:** Custom branding is conditional upon Reseller committing to the MUG level provided for in Section 2.1 above. If requested and agreed, Global Crossing will brand the following services with the Reseller’s logo and name:

Service To Brand	What is Branded
Interactive Web Reservation	Reseller’s logo and name placed on interactive web reservation system.
Meeting Management Services	Global Crossing Video Operators dial out to all Customer sites introducing the Services as the Reseller’s branded services.
“Meet-And-Greet” Services	Global Crossing Video Operators greet all Customer participants introducing the Services as the Reseller’s branded services.
Help Desk Support	Global Crossing Customer Care answer calls introducing the Services as the Reseller’s branded services.
Web Meeting	Reseller’s logo and name placed on Web Meeting screens; Reseller may create own start pages.
Scheduler for Microsoft Outlook® calendar	Reseller’s logo and name placed on Scheduler screens; Reseller may create own Scheduler plug-in download pages.

4.4 **Pricing:** The following are the basic rate elements for wholesale videoconferencing Services, based on whether Global Crossing’s iVideoconferencing or IP Video service is used. Billing for all elements of Global Crossing videoconferencing Services is in arrears.

4.4.1 For **ISDN** videoconferencing, the pricing components are as follows, details of which will be listed on the Order Form for the Service:

- Video bridge charges per port/per hour rate. Charges are billed in one-minute increments.
- Transmission Destination Fees are hourly rates that are denoted in the Order Form by minute as well, and vary from region to region based upon (a) Bridge location, (b) speed of transmission, and (c) location of sites connected to the Bridge. These charges are billed in one-minute increments, and apply when Global Crossing Conferencing Services dials out to the individual Customer sites.

4.4.2 For IP video, the pricing components are as follow:

- IP Video Bridge charge, based on a per site/minute rate, as agreed with Customer and set out in the Order Form for the Service.
- Network Charges: IP VPN Premium Port must be ordered and provisioned to provide QoS via DiffServ marking of Video traffic. The MPLS core then provides QoS aware IP routing functionality of this traffic. Charges for the IP VPN port(s) (Flat Rate Usage only) will be set out on the Order Form for the Service.
- Local Access Charges: For any local access circuits ordered by Customer from Global Crossing. Details of local access circuits ordered, and associated charges, will be set out in the Order Form for the Service
- IP Bridging rates (per port) are hourly standard rates per port, and vary from region to region (for example, from US to UK to Pacific Rim). Charges are billed in one-minute increments. Charges are independent of data speed chosen for the videoconference.
- Charges for any optional features ordered by Reseller and/or Customer (as described below).

4.4.3 Ancillary charges, including cancellation charges for scheduled conference calls and expedite charges for calls scheduled to take place within an hour of reservation time, are set out in the Order Form for the Services.

- 4.5 The following optional features are available in connection with Global Crossing wholesale videoconferencing Services. Additional charges, may apply to the use of some or all of these service features, as set out in the Order Form:
- 4.5.1 Advanced Encryption Standard (AES): Supported in all types of ISDN and IP video conferences. Communication to and from audio-only PSTN participants cannot be encrypted.
- 4.5.2 Director Control: Videoconference feature facilitating the provision by Global Crossing of a dedicated Video operator to dynamically change the video and audio controls based on a designated Customer request. The operator receives commands from the Customer contact and dynamically switches the video to the requested view.
- 4.5.3 Continuous Presence: Videoconferencing feature enabling videoconference call participants to view multiple sites on a video screen at the same time. Various screen view combinations are available.
- 4.5.4 Transcoding: Transcoding provides a mechanism to convert a video stream from one format to another. This is required when endpoints with different capabilities participate in a videoconference. The Global Crossing videoconferencing platform has the ability to dynamically recognize all of the inherent features of endpoints and connect them at optimal capability. Global Crossing provides the following:
- network: IP (H.323) to ISDN (H.320)
 - Resolution CIF or QCIF, Enhanced QCIF, High Definition
 - Video algorithms: H.261, H.263, H.264 (proprietary)
 - Frame Rates: 7.5 FPS to 30 FPS
 - Audio algorithm G. 711, G. 722, G.722.1, G.722.1, Annex C (Siren 14) G.723, G.728 and Siren.
- 4.5.5 Speedmatching: is a subset of transcoding. Network rates: 128K up to 2 Mbps.
- 4.5.6 Audio add-on: Videoconferencing feature enabling individuals to participate in a videoconference via audio only. The following meeting options are available: operator assisted, non-operator assisted.
- 4.5.7 Link Line: dial in, dial out.
- 4.5.8 Cascade Port: Videoconferencing feature facilitating a video link line between two bridges. This option may be requested by Customers in lieu of connectivity between multiple sites on one bridge.
- 4.5.9 Event view Meeting: provides an operator-assisted audio add on that connects multiple bridges to significantly expand meeting capacity.
- 4.5.10 Meeting recording: Global Crossing can record video meetings on either VHS or CD-Rom (PEG1) format. Charges apply on a per copy basis.
- 4.5.11 V-Link (Satellite download): Provided by third party subcontractors to Global Crossing, the V-Link solution provides a gateway service to relay (KU and C-Band) satellite broadcast programs to videoconference sites. The service supports H.320 and H. 323 standards-based videoconferencing system, providing a signal at a Customer-selected data rate from 129K up to 15 Mbps. This is a unidirectional (one-way) service.
- 4.5.12 CD-Rom / VHS / DVD Recording: At Customer's request, Global Crossing can record videoconference calls on CD-Rom, VHS or DVD.
- 4.6.1 Videoconferencing Suite Service: Videoconferencing Suite Service (the "Service") consists of the reservation of videoconferencing suites ("Suites") together with the provision of videoconferencing equipment (if requested) to facilitate the placing of videoconferencing calls using Global Crossing's videoconferencing services described above. Suites are provided via third party subcontractors to Global Crossing and are available for reservation on an hourly basis. Suites are either Standard or High Definition video capable on either IP or ISDN networks. Additional service features include the provision of audio conferencing systems, rental of DVD/VHS players and provision of refreshments. Pricing for Suites varies depending on the time of day during which the Suite is to be used; as follows.

Standard Hours	8:30 am - 5:00 pm ET Monday through Friday
Premium Hours	6:00 am - 8:30 am ET Monday through Friday

	5:00 pm - 9:00 pm ET Monday through Friday
Super Premium Hours	9:00 pm - 6:00 am ET Monday through Friday

4.6.2 Suites can be reserved using Global Crossing's interactive Web Reservations (IWR) tool or by e-mail and/or phone calls to the Global Crossing videoconferencing operations center. For Suites in the United States, Global Crossing will confirm availability and pricing for requested suite(s) by email with two (2) hours of receipt; for suites outside the US, availability and pricing will be confirmed within forty-eight (48) hours. Cancellation charges apply if Suite reservations are cancelled by Reseller for any reason following confirmation of availability by Global Crossing. Cancellation terms vary by location; cancellation terms for the particular Suite(s) reserved by Reseller will be confirmed in the confirmation email issued by Global Crossing.

5. Compliance with Laws

5.1 If and to the extent that the resale of Services by Reseller, as contemplated by these terms, is subject to licensing laws and/or requirements in any jurisdiction in which Reseller intends to resell the Services, then Reseller shall be solely responsible for complying with, and warrants to Global Crossing that it shall at all times comply fully with, such licensing requirements and /or laws. Reseller acknowledges that elements of the Services, including, but not limited to, the recording of audio and/or video conferencing calls, may be subject to laws and regulations in the jurisdictions in which those services are provided, including privacy laws ("Applicable Laws"). Global Crossing and Reseller undertake to comply fully with all Applicable Laws in the provision, resale and use of the Services respectively.

6. Definitions

6.1 As used in these terms and conditions, the terms below have the following meanings:

- Bridge: Equipment installed at Global Crossing Conferencing Services' location(s), including software, necessary cabling and modem equipment, with capabilities to link multiple telephone callers or videoconference sites into a single conference and conduct multiple simultaneous conferences.
- Call Summary: Reports for videoconferences listing video usage statistics which may be requested by Reseller or a Customer, which may include number of meetings scheduled, number of meetings canceled, number of multipoint videoconference calls executed, number of videoconference call hours by site, average videoconference length, number of trouble tickets opened, and number of trouble tickets opened by category.
- Chairperson/Subscriber: The Customer employee who acts as the moderator for a conference call.
- Client Room: A videoconference meeting room on a Customer site (not owned by Reseller).
- 'Dial-In' Conference (Meet-Me): Process whereby Chairperson notifies conference participants of scheduled time of conference call and participants initiate calls into the conference calls at the scheduled time via pre-defined access telephone number.
- 'Dial-Out' Conference: Process whereby the Chairperson notifies conference call participants of the scheduled time of a conference call and a Global Crossing operator dials participants and connects them to the scheduled conference call.
- Hybrid Meeting: A videoconferencing meeting incorporating both video and audio-only sites. This feature is not included in standard pricing for audio conferencing services, additional charges apply to a videoconferencing Hybrid Meeting.
- Multipoint Videoconference: A videoconference call, reserved by a Customer, in which parties at more than two locations participate.
- MCU (Multipoint Conferencing Unit): Equipment furnished by Global Crossing and installed at Global Crossing Conferencing Services' location(s), with capabilities to link multiple callers into a single Videoconference and to conduct multiple simultaneous Videoconferences.

- P.01: P.01 refers to the Erlang traffic model used to estimate the number of audio conferencing lines/ports required. “Blocking” is the failure of calls as a result of an insufficient number of lines/ports being available. P.01 means one audio conferencing call blocked per 100 call attempts.
- Point-to-Point Videoconference: A Videoconference call, reserved by a Customer, in which two parties only at separate locations participate.
- PostView®: A digital recording and replay of a previously recorded audio conference call.
- Videoconference Hours: The time measured in one- hour increments and billed in one-minute increments, from when the first conference participant is connected to a Bridge for a videoconference call until the time that the last participant is disconnected from that Bridge.
- Web Reservations: An always available videoconferencing feature facilitating the sending of scheduled conference call to Global Crossing operators, who confirm the entry of that meeting information in the conferencing system database and send details of the scheduled call to the appropriate attendees.