



SERVICE TERMS AND SLA FOR GLOBAL MANAGED SERVICES

Managed Services. These are the service terms and service level agreement for Global Crossing's Managed Services (the "Service") which apply to Managed Services provided by Global Crossing, in addition to the terms of any Retail Customer Agreement, 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. Description of Service

- 1.1 **Service Description.** Global Crossing's Managed Services is a set of services that includes design and engineering, implementation management, network management, life cycle management, and equipment rental services for router based wide area networks. The standard and optional features within each of the above functions, the equipment devices, Global Crossing transport services and vendors supported by the Service are described in more detail below.
- 1.2 The Service boundary extends to the local interface(s) on each wide area network Customer premises router, that is either (i) the LAN Port or (ii) where Voice over IP (VOIP) is a component of the managed service, the Voice Port(s).
- 1.3 Global Crossing may utilize contractors or subcontractors for some or all of the Service.
- 1.5 Data Transport services are not provided under this Appendix but under the terms of a separate Appendix. Charges for data transport services will not be abated or refunded in the event of delays or failure of performance under this Appendix. In the event of any conflict between the terms and conditions of this Appendix and any applicable data transport Appendix, insofar as data transport is concerned, the terms and conditions of the data transport Appendix shall prevail.

2. Professional Services

- 2.0 **Design and Engineering.** Global Crossing will work with the Customer to develop a design for Wide Area Network managed devices to support the Customer's Global Crossing transport solution. Global Crossing engineers define all equipment, software, interfaces, and memory required to support the Customer's requirements as communicated during the sales cycle. Global Crossing's sales engineers work with Customer to identify equipment and protocol requirements. Sales engineers are supported by additional engineering resources and operations to review each design for compliance with supported equipment and protocols. Global Crossing's engineers develop the detailed physical and logical equipment design that is implemented during the Implementation and Installation function.
- 2.1 **Implementation and Installation.** Global Crossing will work with the Customer to develop a comprehensive work plan to implement and install the network including transport and Managed Devices (as defined in Section 4.3 below). Global Crossing assigns an implementation manager to the account to manage the transport and management center implementation and on-site Managed Devices implementation, and activate remote management capabilities for the end-to-end wide area network.
- 2.2 **Implementation:** Global Crossing is responsible for the following activities for network implementation:
 - Managing implementation of LEC local loops, Global Crossing Transport, test and turnup of Managed Devices.
 - Managing databasing of all Customer site information.
 - Providing Customer with password(s) for on-line report access.

- Providing up to date project milestones install dates and project timeline.
- Ordering and installing all dial backup (including ISDN circuits) that are part of the agreed solution for the Services in connection with Global Crossing IP VPN Service provided within the United Kingdom (the "UK").

The Customer is responsible for the following activities for network implementation.

- Ordering and installing all dial backup that is part of the solution and providing the Service Profile Identifier to the Global Crossing project manager two weeks prior to scheduled installation.
- Providing contact information for each location where service is being turned up.
- Providing access at site for installation/implementation at scheduled times.
- Having internet access and web browser for on-line reporting.
- Ordering, installing and managing the third party Internet connection that is part of the IPVPN SOHO RAS feature (if requested by Customer), and for providing Internet service provider information (provider name, Internet IP address for Global Crossing CPE interface) to Global Crossing.
- Configuring Customer's voice equipment used in connection with VoIP services, if ordered.

2.3 Site Survey and Installation:

2.3.1 Site Survey. Customer may choose to provide its own equipment to be covered by the Service. In that case, Customer shall provide a detailed list of Customer equipment ("Customer Equipment") to be covered by the Service. Global Crossing will then notify Customer of (i) all Customer Equipment (including its hardware and software) which is (in Global Crossing's sole discretion) ineligible for the Service ("Non-Eligible Equipment") and/or (ii) any remedial action which may be required by Customer to ensure that any such equipment (and/or Customer's facilities) qualify for the Service.

2.3.2 Prior to Service installation, Customer shall:

- ensure that Customer Equipment meets agreed upon design including: configuration, fault management, and is free of physical defects;
- ensure that the hardware specifications submitted in the Service process design are complied with;
- ensure that Customer has provided and installed all necessary power distribution boxes, conduits, grounding, surge and lightning protection and associated hardware. Power outlets must be within four feet/ 1 meter of the equipment to be installed
- ensure all required inside wiring is in place.
- ensure environmental requirements meet equipment manufacturer's requirements

2.3.3 Following installation of any required local access circuits, Global Crossing shall arrange to visit Customer's premises for the purposes of a site survey and Service Installation. At Site Survey, Global Crossing shall ensure that Customer has complied with the above requirements and shall check to ensure that any required remedial action has been carried out to any previously identified Non-Eligible Equipment.

2.3.4 Global Crossing shall have no responsibility for any Non-Eligible Equipment. To the extent that Global Crossing agrees to provide the Service in relation to Non-Eligible Equipment pending replacement or upgrade of that equipment by Customer, Global Crossing shall provide such services on an 'as is' basis without warranty of any kind and the Service Level Agreements set out in Section 5 of these terms and conditions shall not apply to the provision of such services by Global Crossing. Customer shall retain ownership of all Customer equipment provided however that Global Crossing shall have sole control of any Customer equipment which is to be managed by Global Crossing as part of the Service.

2.3.5 Installation. Installation is required for all network termination equipment or other equipment provided to Customer by Global Crossing (or its suppliers or contractors) as part of the Service

(collectively “GC Equipment”) Global Crossing as a component of the Service. Global Crossing is responsible for the following activities in a network where installation is provided by Global Crossing:

- Staging, shipping, physical installation of GC Equipment.
- Removal of GC Equipment out of the boxes, replacement of packing material back into each empty box it arrived in and stacking of boxes in the room where the contact person designates. If there is no room in the closet or Data Center where Global Crossing will be installing the GC Equipment then empty boxes will be stacked neatly outside the door to the room.
- Comparing the GC Equipment on site with the bill of materials and making any discrepancies known to the Customer contact person.
- Connecting GC Equipment to WAN access and any installed dial backup Terminal Adapters.
- Insuring installed GC Equipment and Customer Equipment is accessible in-band and out-of-band by management center.
- Equipment installation will occur within five business days of the Global Crossing transport installation but no earlier than a minimum of 60 days from the time of contract acceptance.

Except as otherwise indicated, the Customer is responsible for performing the above activities in respect of Customer Equipment, and for the following installation activities:

- Connecting Managed Devices to LAN access.
- Connecting Managed Devices to customer voice equipment for VoIP access.
- Ensuring that appropriate contact personnel are on-site and ensuring access to room and racks for equipment for scheduled installation time.
- Providing and installing all necessary power distribution boxes, conduits, grounding, surge, equipment racks, and lightning protection and associated hardware. Power outlets must be within three feet/ one meter of the Managed Devices to be installed.
- Ensuring that Managed Device placement is within six feet/two meters of the telecommunications demarcation point.
- Making any necessary building alterations to meet wiring and any other site requirements.
- Ensuring that each Telco Demarcation is clearly marked in a way that allows the installer to connect the correct circuit to the correct router port or CSU/DSU.
- Retaining original packing lists and providing a copy of the packing list to the Global Crossing designated installer.
- Ensuring environmental conditions for chosen equipment meet the manufacturer’s requirements.

2.4 Network Management: The network management of a network includes the following components:

- Network Monitoring
- Configuration Management
- Fault Management
- Performance Reporting

Global Crossing monitors network elements that have a constant connection to Global Crossing’s Network (i.e., Frame Relay, ATM, Internet Access, IP VPN). Devices are monitored seven days a week, 24 hours-a-day. Primary network monitoring for Managed Devices is provided by Global Crossing’s Customer Managed Services Centre (“CMSC”) and Global Crossing simultaneously monitors the end-to-end Global Crossing transport network. Global Crossing will handle all proactive and reactive Customer communications.

- Global Crossing Management Centers are staffed 24x7.
- SNMP monitoring of all manageable devices.
- Contact Customers within 30 minutes of noticing an outage to inform them of any outages or trouble tickets.

- Transport Fault Resolution is included with network monitoring. The CMSC will keep the trouble ticket open for Transport Fault Resolution until the problem is solved for devices using Global Crossing transport.

2.5 Configuration Management: Configuration management is the remote configuration of all Managed Devices in the network. Global Crossing is responsible for, and has sole access to all configuration management and software and hardware changes. Global Crossing is responsible for:

- Configuring routers for Customer.
- Maintaining database of logical configuration, physical configurations and software specification.
- Perform emergency re-loads.
- Providing configuration in-band to re-configure routers for lifecycle Moves/Adds/Changes/Deletes (MACD) or upgrades.
- Keeping routers within three integer digits of the latest generally available integer digit software release supportable.

2.6 Fault Management: Global Crossing is responsible for the end-to-end success and reliability of the Customer network. This provides the Customer with a single point of contact for all fault management. It also provides the resolution of all logical problems and the coordination of physical maintenance. Global Crossing is responsible for:

- Isolation and resolution of all logical faults to determine if the problem is with software, hardware or the network.
- Emergency fixes and software updates.
- Contacting Customers to make them aware of the problem and the status of resolution.

2.7 Performance Reporting: Global Crossing provides web-based performance reporting to all Customers and will provide the following on-line reports to Customer:

- Monthly trouble ticket summaries.
- Monthly network utilization performance reports.
- Real time event status showing:
 - Site Available
 - Site Degraded
 - Site Failed

2.8 Equipment Maintenance: Global Crossing provides on-site Managed Devices maintenance and repair once the CMSC has determined through fault resolution that a physical error has occurred.

The on-site coverage options are as follows (service level availability varies by geography):

- 7x24, Four Hour Response: Repair coverage is 24 hours per day, seven days per week. A field engineer will arrive at the Customer site within four hours of problem dispatch (dispatch is within thirty (30) minutes of problem identification).
- 5x9, Next Business Day Response: Repair coverage is 8:00 a.m. to 5:00 p.m. local time. If dispatch is required, a field engineer shall arrive on site no later than 5:00 p.m. the next business day. Trouble calls must be received by 5:00 p.m. local time to ensure next business day response. Prior to dispatching maintenance assistance or in case of customer request for maintenance assistance, CMSC may request that the customer verify that the local environment (including power, LAN connectivity and, where applicable, Voice interface connectivity) have been diagnosed and ruled out as the source of the reported fault.

Customer's attention is drawn to the additional charges set out in Section 5.5 below

- 2.9 Lifecycle Management: Global Crossing shall have Customer Care respond to the Customer's Move, Add, Change, Delete (MACD) requirements. All Customers will have a single point of contact for network and transport MACD activity.
- The Customer will have a single point of contact for all transport and router MACD.
 - This shall be a phone number for the Customer to contact. Charges for MACD are assessed as they occur.
 - Standard billing shall include management and transport services in a single bill.
- 2.10 Out of Band Management Modems: Where, as part of the Service, Customer requests, and Global Crossing agrees to provide, out of band management modems, the following additional terms shall apply:
- Customer shall be responsible for (i) ensuring that out of band management modem analog lines are ordered and installed within two meters of applicable Managed Devices, and providing applicable telephone numbers to Global Crossing, in each case at least two weeks prior to the Site readiness date in each case and (ii) configuring Customer Equipment to ensure routers can accept out of band management modem calls on auxiliary ports. This arrangement must conform to the Service specifications allowing out-of-band access to the CSU/DSU and the router via a secure modem and must be available 24 hours per day.
 - Global Crossing shall be responsible for connecting Managed Devices to out of band management modems at Customer Sites and shall provide configuration via the out of band management modems to re-configure routers for lifecycle Moves/ Adds/Deletes (MACD) or upgrades.
 - The modem for out of band management provided by Global Crossing is the MultiModemZBA by MultiTech, which will be provided by Global Crossing unless Customer already has a suitable out of band modem acceptable to Global Crossing.

3. Transport

- 3.1 The Service includes support of the Customer's end-to-end wide area network including management of supported Managed Devices and the Global Crossing transport. There is one single point of contact (SPOC) for Customers to inform Global Crossing of all network failures, regardless of whether they are transport or Managed Device related.
- 3.2 The Service supports the following Global Crossing transport services:
- Global ATM/IMA Service
 - Frame Relay Service
 - ISDN BRI and PRI dial backup
 - Dedicated Internet Access Service
 - Global Crossing IP VPN Service
- 3.3 It is a requirement that the Customer uses Global Crossing transport as their primary transport component for each Managed Device. Global Crossing will allow Customer provided ISDN-BRI and ISDN-PRI for dial backup purposes on Managed Devices. Ordering and provisioning of ISDN-BRI and ISDN-PRI is the responsibility of the Customer, except in the UK where ISDN backup circuits are provided by Global Crossing as part of the agreed solution for the Service in connection with Global Crossing IP VPN Service. Customer provided ISDN-BRI and ISDN-PRI circuits do not dial into the Global Crossing network but directly into Managed Devices through the third party providers under their agreements with Customer. ISDN backup circuits provided in the UK in connection with Global Crossing IP VPN Service dial directly into the Global Crossing IP VPN network. Customer use of ISDN circuits provided by Global Crossing for backup purposes, which are used by the Customer for other than backup purposes, may incur additional charges which Global Crossing shall pass onto the Customer in addition to the fixed charges set out in section 5 below for Managed Services. Global Crossing will allow Customer provided Internet access for IPVPN RAS SOHO feature.
- 3.4 There is a single point of contact for all management and maintenance issues. The Customer may also contact Global Crossing Customer Care for lifecycle transport and Managed Services concerns.

3.5 If the Customer chooses to use an ISDN dial backup solution, Global Crossing will test the ISDN-BRI and ISDN-PRI to ensure that dial backup is operational. There are up to two yearly intrusive tests available to the Customer upon request. A request for an intrusive test may be made by the Customer on 10 Business days' notice, and a time scheduled with Global Crossing's support center. Intrusively testing the network involves disabling a serial port on the managed router or switch to ensure the backup port and link are properly connected and disconnected upon primary link failure. Non-intrusive testing will be performed every month by the CMSC where a representative from the operations center will activate the backup port without disabling the primary serial port(s). A trouble ticket will be opened, in either case, if the test is not successful. However a trouble ticket to fix dial backup, that is caused by normal testing and not service affecting, will not affect site availability metrics. Any transport related problems with transport not procured by Global Crossing will be referred back to the Customer for resolution.

4. Supported Equipment

- 4.1 The Service supports professional services including procurement, design and engineering, installation, network management and maintenance on equipment that has been tested by Global Crossing. A managed device is considered the primary router and related data communications equipment (DCE) and cabling.
- 4.2 The primary vendor supported for routers is Cisco; a partial list of supported models and related DCE are included below. Global Crossing will review support of devices that do not appear on these lists on an individual case basis.
- 4.3 Global Crossing shall provide the Service on (i) GC Equipment and (ii) Customer Equipment (together "Managed Devices"). It is a requirement of the Service that Customer (i) purchases installation services for all GC Equipment, (ii) participates in a site survey in respect of all Customer owned equipment which is to be managed by Global Crossing (pursuant to Section 2.3 above), and (iii) purchases network management services and maintenance services on all Managed Devices.

4.4 Routers:

Vendor	Model	Target Customer Sites
Cisco	1700 Series	Branch office sites. The 1720 supports Frame Relay, IP, serial communications, and ISDN BRI dial backup.
	2600 Series	The 2600 series is another very popular router for the branch office to mid-size office. This router supports Frame Relay and ATM and IP.
	3600 Series	The 3600 series is a mid-range router for Customers who require more processing power for either medium or large sized offices. The Cisco 3660 can be used as a powerful hub router for a good-sized network.
	3700 Series	The 3700 series is a mid-range router for Customers who require more processing power for either medium or large sized offices. The Cisco 3700 can be used as a powerful hub router for a good-sized network.
	7200 Series	The 7200 Series are hub routers that will be used in the largest of data center operations. The 7200 is a modular router that will mostly be used in large network and/or high bandwidth data center applications.
	7500 Series	The largest and most powerful of Cisco's high-end hub routers. Like the 7200 series, these are modular routers targeted for the high-end data center operations.

Other router and switch models may be supported on an individual case basis, and will be reviewed upon request. In no event shall Global Crossing be responsible for managing a device longer than the time period for which the vendor of that device supports the hardware and software on that device.

5. Rates and Charges

- 5.1 Global Crossing's Managed Services rates are inclusive of all services set out above. Monthly Recurring Charges ("MRC") and Non-Recurring Charges for Services initially ordered by the Customer are set forth in the Order Form based on the configurations ordered in the initial order. MRC and Non-Recurring Charges for Services requested by Customer after the initial order (including charges for additional locations, equipment changes or upgrades and the like), will be determined and quoted to customer upon request, and may require the execution of an additional Order Form.
- 5.2 Lifecycle Non-Recurring Charges are set forth in the Table below and are charged and payable on a per-event basis.

Router Site Deletion	\$ 1000
Move Router Site (Inside)	\$ 700
Move Router Site (Outside)	\$ 1500
Upgrade Router Model	\$ 1200
Add/Delete Router Boards	\$ 600
Upgrade DCE	\$ 600
Activation of LAN/WAN Port	\$ 50
Configuration Change	\$ 50

- 5.3 Billing for Lifecycle Non-Recurring Charges. Notwithstanding any billing arrangements in place between Global Crossing and Customer, the Customer acknowledges and agrees that the Lifecycle Non-Recurring Charges set forth in the table above will be invoiced to the Customer by the Global Crossing Affiliate company in the country in which those services are provided and (ii) in the event that Global Crossing does not have an Affiliate company in the country in which the applicable service is provided, the applicable charges will be invoiced to Customer by Global Crossing Services Ireland Limited.
- 5.4 GC Equipment (as defined in Section 4.3 above) shall be provided to Customer on a rental basis. The MRC payable by Customer for the Service includes rental charges for GC Equipment rental. To the extent that GC Equipment require hardware upgrades during the Initial Term of the Service. Global Crossing shall provide such hardware upgrades and any incremental rental charges shall be amortized over the remaining period of the Initial Term of the Service and shall be added to the MRC payable by the Customer for the Service.
- 5.5 Additional (per event) charges as set out below apply when a field engineer is dispatched to Customer premises in response to a Customer reported fault, and that field engineer determines that the reported fault is or was (i) not caused by any fault or failing in the Managed Device or (ii) otherwise caused by Customer's own equipment:
- North America \$500
 - Europe \$600
 - Asia Pacific \$750
 - South America \$950
- 5.6 Order Cancellation Charges. If Customer cancels the scheduled installation of a Managed Device on less than 36 hours notice to Global Crossing, the following charge(s) apply:
- North America \$500
 - Europe \$600
 - Asia Pacific \$750
 - South America \$950

6. Termination

6.1 Termination and Termination Charges. Customer is responsible for payment of all associated termination charges related to the termination of Managed Services ordered pursuant to this Appendix, either on a per site or a per Managed Device basis. The following charges apply if the contract is terminated by the Customer prior to the end of the agreed upon service term (the “Initial Term”) and are in lieu of any Termination Charges recited in the MSA:

- Termination of Service: Customer shall pay 80% of the standard rate Monthly Recurring Charge remaining on all Managed Devices for the remainder of the Initial Term.
- Termination of Service on a specific Managed Device: Customer shall pay (a) the lesser of (i) 50% of the Monthly Recurring Charge for the remainder of the Initial Term for which service was initially ordered on that Managed Device or (ii) the remaining value of the equipment and 90 days of maintenance services calculated by Global Crossing and quoted to Customer upon request for termination, PLUS (b) the router site deletion charge specified in section 6.2 above. Payment of charges is due within 20 days of service termination.

7. Service Level Agreements (SLAs)

7.1 Global Crossing Managed Services Performance Guarantees for Managed Devices. The SLAs for Managed Services include the service boundaries between the Managed Device LAN ports. Global Crossing does not guarantee the performance of Customer applications or availability of Customer applications.

7.1.1 General Exclusions: The SLAs set out in this section 7 do not apply in the following circumstances:

- Managed Device failures associated with new installation (i.e., prior to Customer acceptance).
- Managed Device failures not attributable to a Global Crossing provided service. (i.e., power, LAN failures)
- Managed Device failures attributable to Force Majeure events as set out in the MSA.
- Managed Device failures attributable to Customer changes of configuration of any Managed Devices, otherwise than on the express instructions of Global Crossing.
- Managed Device failures arising from relocation of Managed Devices by Customer.
- Damage to Managed Devices resulting from fire, water, ventilation, environmental conditions, extreme temperatures, electrical power fluctuation or the like not within the control of Global Crossing.
- Managed Device failures attributable to any acts or omissions on the part of Customer, third party contractors or vendors, or any other entity over which Customer exercises control or has the right to exercise control.

7.2 Device Availability Guarantee: (“Availability Guarantee”) The Availability Guarantee is dependent on the option of resiliency selected:

- **Standard Service:** Standard Service is provided via a single Managed Device at Customer’s Site, connected to the Global Crossing Network with a single fixed link.
- **Enhanced Service:** Enhanced Service is available for Managed Devices utilized in connection with (i) Global Crossing Global ATM Service, (ii) Global Crossing Frame Relay Service, and (iii) Global Crossing IP VPN Service. Enhanced Service provided in connection with (i) Global Crossing Global ATM Service, (ii) Global Crossing Frame Relay Service, and (iii) Global Crossing IP VPN Service outside the UK is provided via a single Managed Device with an ISDN backup circuit from the remote site to the Customer’s hub site as a backup connection to the Global Crossing Network. Enhanced Service provided in connection with Global Crossing IP VPN Service within the UK is provided via a single Managed Device with an ISDN backup circuit from the remote site to the Global Crossing IP VPN Network. Enhanced service is also available for Global Crossing IP VPN Service via a single Managed Device with a Global Crossing provided DSL IPVPN connection as a backup to the primary IPVPN connection.
- **Premium: (Global Crossing IP VPN Service only)** Premium Service is provided in connection with Global Crossing IP VPN Service only. Premium Service is provided via dual Managed

Devices installed in separate rooms on the Customer's Site with dual diverse tail (local access) circuits into the Global Crossing IP VPN Network. The Network shall provide diverse POP locations. At the time of ordering the Service, the Customer may request that Hot Standby Router Protocol be enabled across the dual Managed Devices.

- 7.2.1 The Availability Guarantee for each Managed Device based on the resiliency option selected is:
- Standard: 99.5%
 - Enhanced: 99.93%
 - Premium: 99.97%
- 7.2.2 For Standard and Enhanced Service, Managed Device availability is calculated as a percentage of the total number of minutes during a calendar month in which a Managed Device is available to exchange data between network end points, divided by the total number of available minutes during the calendar month.
- 7.2.3 For Premium Service, Managed Device availability is calculated as a percentage of the total number of minutes during a calendar month in which one or both of the applicable Managed Devices is available to exchange data between network end points, divided by the total number of available minutes during the calendar month.
- 7.2.4 For the purposes of Sections 7.2.3 and 7.2.4 above, a Managed Device is deemed to be available if that device is locally available (LAN port) and can exchange data through the LAN port with any other device attached to any other subscribing LAN to which it has permitted access and at which the service is locally available. Where VoIP service is provided to Customer, the Managed Device is deemed to be available if (i) the LAN port is available and (ii) that device is locally available (Voice port) and can exchange voice calls through the voice port with any other Managed Device subscribing to the voice service and at which the service is locally available.
- 7.2.5 Pre-requisites: The Device Availability Guarantee applies only to Managed Devices in respect of which the Customer has ordered Global Crossing Maintenance on a 7x24x4 hour basis (where available) in addition to Network Management.
- 7.2.6 Specific Exclusions: The Device Availability Guarantee does not apply (i) to Managed Devices at locations where 7x24x4 hour maintenance is not available or was not ordered by Customer, (ii) where Customer has ordered, and Global Crossing provides, out of band management modems, to Managed Devices to which an out of band modem connection is not available and (iii) to Managed Devices with the IPVPN RAS SOHO option when third party Internet access is provided by the customer and not by Global Crossing.
- 7.2.7 Applicable Credit: For each month in which Global Crossing fails to achieve the guaranteed availability set out in section 7.2.1 above for a Managed Device, the Customer shall, upon written request to Global Crossing, receive a credit equal to ten per cent (10%) of the Monthly Recurring Charge for that Managed Device. The credit shall be applied to the next following invoice for that Managed Device.
- 7.3 Mean Time to Respond ("MTR"): Global Crossing shall endeavor to make contact with Customer within thirty (30) minutes of becoming aware of a failure of a Managed Device (either through internal monitoring or as a result of Customer notification) for diagnostic purposes ("First Diagnostic Period"). Global Crossing guarantees to have a technician at the location of the defective Managed Device within four (4) hours of the First Diagnostic Period (the "MTR Guarantee"). MTR is calculated on a per Managed Device basis on the basis of the average time (in a given calendar month) taken for a Global Crossing technician to arrive at the location of a failed Managed Device since the First Diagnostic Contact in each case. Any time periods during which a Global Crossing technician cannot gain access to a Customer premises are excluded for the purpose of this calculation,

- 7.3.1 Pre-requisites: The MTR Guarantee applies only (i) to Managed Devices in respect of which the Customer has ordered Global Crossing Maintenance on a 7x24x4 hour basis (where available) in addition to Network Management and (ii) in respect of *physical* problems with Managed Devices.
- 7.3.2 Specific Exclusions: The MTR Guarantee does not apply (i) where a Global Crossing technician is unable to gain access to a Customer Premises at which a failed Managed Device is located and (ii) where Customer has ordered, and Global Crossing provides, out of band management modems, to Managed Devices to which an out of band modem connection is not available.
- 7.3.3 Applicable Credit: For each month in which Global Crossing fails to achieve the MTR Guarantee for a specific Managed Device, the Customer shall, upon written request to Global Crossing, receive a credit equal to ten per cent (10%) of the Monthly Recurring Charge for that Managed Device. The credit shall be applied to the next following invoice for that Managed Device.
- 7.4 General Conditions applying to credit availability:
- SLA credits are not cumulative. The maximum credit payable in respect of each Managed Device, whether for failure to achieve the Availability Guarantee or MTR Guarantee or both, in any given month is ten per cent (10%).
 - No credits are payable by Global Crossing unless requested by Customer in writing within 30 days of the end of the calendar month in respect of which SLA credits are claimed.

8. Order Installation Interval Objectives

- 8.1 Order installation interval dates are expressed in calendar days, measured from the date when Global Crossing confirms in writing its acceptance of an order. Global Crossing is not responsible for vendor related equipment availability delays. Managed Device Installation requires the following prerequisites:
- 8.2 Managed Site Pre-requisites:
- The Customer must notify Global Crossing of the installation of the Analog line for out-of-band access and provide it's associated phone number to Global Crossing two weeks prior to scheduled installation.
 - The Customer must notify Global Crossing of all ISDN dial backup installations. Except in the UK when Global Crossing is requested to, and agrees to, provide ISDN backup circuits, Customer is responsible for providing the DNIS, and the Service *Profile Identifier (SPID)* to Global Crossing two weeks prior to scheduled installation.
 - The Customer must notify Global Crossing of all third party provided Internet access to be used with IPVPN RAS SOHO feature.
 - Site preparation must be completed to Global Crossing standards (provided to Customer at time of contract acceptance).
 - Global Crossing transport must be installed with Demarcation of local access within six feet (or two meters) of Managed Device installation location.
- 8.3 Global Crossing's standard service Installation interval is set forth in the Table below.

Managed Services Order Installation Intervals	
New Managed Device Installation with Transport	60 days* Within three days of successful end-to-end testing
Physical Managed Device Upgrade	40 days Within three days of successful end-to-end testing
PVC change	5 business days
Logical Change **	3 business days

*If Global Crossing transport is not installed within 60 days of order, site will be installed within three business days of transport installation., Global Crossing will make best effort to install equipment within five days if transport is delivered in less than 60 days.

** Applies to the following simple logical changes:

- Adding up to a maximum of 3 static routes to one router and, if required, re-distributing these into any existing routing process
- Modifying a maximum of 3 existing static routes to one router and, if required, re-distributing these into any existing routing process
- Adding up to a maximum of two IP Helper addresses to any number of routers
- Modifying up to a maximum of two existing IP Helper addresses on any number of routers
- Modifying a subnet mask on one LAN interface of one router.

8.4 No credits apply in the event service installation intervals objectives are not met.

9. Customer Responsibilities

9. In addition to the responsibilities set out elsewhere in this Appendix, the Customer shall:

- Designate no more than two (2) persons per location as Site Coordinators who will be contacts for Global Crossing or vendors/contractors dispatched by Global Crossing for maintenance and installation activities.
- Designate no more than two (2) persons who will be the primary points of contact for all other operational and administrative matters related to the Services.
- Designate one primary contact (i) to receive status reports regarding installations, outages, maintenance activities and other communications related to the Services for a Site Coordinator's location; and (ii) to provide Global Crossing with timely copies of all equipment and network service orders which affect the operation of Customer's Service.
- Ensure that all Managed Devices on its premises that connects to the Services (including GC Equipment) is certified as compliant with the Service requirements, homologation requirements and will perform in accordance with published technical specifications or as reasonably required by Global Crossing. Customer is responsible for extending the Customer computing platform to the LAN port on the Managed Device, including providing the appropriate media adapter/cables for connecting to the LEC, PTT or other network provider's services.
- Cooperate with and participate in any standard network acceptance test between the CMSC and designated Customer interface(s) for the purpose of testing the connectivity from one Customer Managed Device to another utilizing the Customer's designated protocols, as well as in a test of a service component requested by Global Crossing. Tests conducted by Global Crossing do not include testing the Host or LAN applications through the network.
- Provide a safe and hazard-free environment for Global Crossing personnel (including its subcontractors) to enter and work at all Sites. If hazardous material or other unsafe or unlawful conditions are discovered at such locations, Global Crossing may cease performance of affected Services.
- Provide Global Crossing or its contractors access to its facilities reasonably required by Global Crossing to perform the Services.
- Implement security procedures necessary to limit access to the Managed Devices and/or Customer data, files, or programs; Customer shall maintain a procedure external to Global Crossing's services (including without limitation GC Equipment) for reconstruction of lost or altered files, data or programs.
- Immediately communicate details of any change made by Customer that may affect Global Crossing's ability to provide the Service, such as changes to Customer's computing platform or operating system or software, and Customer will be responsible for any charges to resolve any related problems.
- Inform Global Crossing of its current or future protocol environment beyond the protocols specified in the Service Description and Order Form; Customer is responsible for any reasonable charges to resolve any problems occurring due to unsupported protocols.
- Ensure that the Managed Device installation location is no more than six feet (two Meters) from the local access demarcation point. It is the responsibility of the Customer to order the

demarcation point within this six foot radius and to order the transport demarcation point through Global Crossing at this location.

- Except as provided for elsewhere, order and provide ISDN-BRI (Basic Rate Interface) and ISDN-PRI (Primary Rate Interface) for any locations using dial backup. Customer will also resolve all issues with ISDN-BRI or PRI with the vendors of that equipment and the service.
- Prepare its sites to Global Crossing standards, which shall be provided to Customer upon execution of this Appendix.

10. Global Crossing Provided Equipment

10. This section applies to GC Equipment. This section supplements the terms of the MSA relating to Network Termination Equipment. GC Equipment shall be provided to Customer on a rental basis and Global Crossing shall retain ownership of all GC Equipment. Charges for the Service include rental charges for GC Equipment rental. Upon termination of the Service for any reason, Customer shall promptly return all GC Equipment to Global Crossing or otherwise facilitate the collection of such GC Equipment by Global Crossing or its agent designated for that purpose. Global Crossing will deliver, install, stage and maintain GC Equipment as provided in this Appendix. Customer agrees at its own expense:

- To use the GC Equipment only for the purpose and in the manner for which it was intended and in accordance with any applicable laws or regulations and recommendation of the manufacturer and/or supplier for the Term.
- To ensure that the GC Equipment is maintained in a safe environment which complies with the recommendations of Global Crossing, and/or the manufacturer and/or supplier thereof.
- To ensure that Global Crossing or any Global Crossing contractor shall have access to the GC Equipment at all reasonable times.
- Not to remove, relocate, modify or attach the GC Equipment to non-Global Crossing Managed Devices or other equipment without Global Crossing's prior written approval, which shall not be unreasonably withheld.

11. Term

11. Customer shall order the Service for the period set forth on the Order Form (the "Initial Term"). After the Initial Term, and notwithstanding any thing to the contrary in the MSA, these terms and conditions, and the Service to be provided hereunder, shall continue in effect on a month to month basis until terminated by either party giving the other party at least thirty (30) days prior written notice. The Initial Term shall commence when all Managed Devices in the original Order Form are installed.