



## SPECIFIC SERVICE TERMS FOR DIRECT DIAL SERVICES - OUTBOUND

**Global Crossing Retail Voice Direct Dial Service - Outbound.** These are the specific service terms for Global Crossing's Retail Voice Direct Dial Service - Outbound (the "Service") which apply to Global Crossing Retail Voice Direct Dial Service - Outbound provided by Global Crossing, in addition to the terms of any Master Services Agreement or other Global Crossing master agreement (in each case a "Master Agreement") executed by the Customer.

**[Initial-Capital Terms not defined in the Sections below appear in the Master Agreement]**

### **Specific Service Terms and Conditions**

#### **1. General**

##### 1.1 Scope of Services.

1.1.1 DDS is an outbound (that is, originating) voice calling service.

1.1.2 DDS supports dedicated (direct) outbound international calls originating from the United Kingdom, France, Denmark, Germany, Netherlands, Belgium, Italy, Switzerland, Ireland, Sweden, Norway, Spain, Argentina and Chile. DDS provides worldwide termination capability from each originating country.

1.1.3 Within the United States, international and domestic calling on a dedicated or switched basis is also supported by DDS. Customers ordering Global Crossing US domestic switched services shall execute a Letter of Authorization in the form provided by Global Crossing.

1.1.4 Within Canada, international and domestic calling on a dedicated basis is also supported by DDS.

1.2 DDS is accessed by Customer at a designated Global Crossing Point of Presence ("POP"). The designated POP is the Customer Interface. The POP or POPs at which Customer will access the Global Crossing Network shall be identified on the Order Form.

1.3 Access from Customer's premise to the designated Global Crossing POP is accomplished via dedicated circuits with a minimum speed of T-1/E-1.

1.3.1 The following bandwidth options are available:

<b>Region</b>	<b>Bandwidth Available</b>
United States	T-1 or T-3 circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services. Switched access may be available at certain locations. (Any switched access lines utilizing the Service will comply with normal procedures for designating Global Crossing as Primary Interexchange Carrier.)
Canada	T-1 or T-3 circuits integrating data and long distance are available, subject to confirmation at time of order.
Europe and Latin America	E-1 circuits are available

1.3.2 In the event Customer requests supply by Global Crossing of local access circuits, and Global Crossing confirms that it can provide such circuits, Customer may order local access circuits as part of its order for DDS, subject to the applicable terms of the Master Agreement.

1.4 DDS provides call termination anywhere in the world for both wireline and cellular terminations. Termination of DDS calls, where not handled directly by Global Crossing, is handled by third party contractors to Global Crossing.

1.5 There is no supply by Global Crossing of equipment in connection with DDS. Please refer to Section 5, "Equipment or Software not Provided by Global Crossing."

1.5.1 The Customer is required to have a Private Branch Exchange (PBX), PABX or Key System, at which its access circuit terminates, which complies with Global Crossing standards for the Service. PBXs, PABXs and Key Systems utilized by customers in conjunction with the Service shall comply with one of the following standards:

1.5.1.1 CAS E&M (United States and Canada)

1.5.1.2 EURO ISDN (Europe and Latin America)

1.5.1.3 NA ISDN PRI (United States and Canada)

1.6 The Service is a retail only service. Customer shall not resell the Service without (i) proper federal and/or state regulatory authority to act as a telecommunications service provider and (ii) the prior written consent of Global Crossing, which consent Global Crossing may provide or withhold at its sole discretion.

## 2. Service Features.

2.1 The following Service features are available:

- Domestic call terminations are available for calls originated in the US and Canada only.
- Directory assistance/Directory inquiries are available for calls originated in the US only, and only for domestic calls within the US.
- Announcements are available for all DDS countries. Announcements are pre-recorded messages that offer information on non-completed calls.
- Electronic access via Global Crossing's uCommand system will enable Customer to view usage reports. The uCommand system is presented in English and in the currency that Customer has chosen to be invoiced in.
- Invoices for DDS Service issued by Global Crossing Telecommunications Inc. may include Call Detail Records. In all other cases, Call Detail Records will be available to Customers only online via uCommand.

2.2 Operator Assistance and Emergency Dialing (e.g., "911") are not available. Customer shall have the responsibility to ensure that all emergency service calls are routed appropriately via the Customer's PBX. Customer assumes full responsibility for the routing of emergency service calls and hereby agrees to indemnify and hold Global Crossing and its personnel harmless from and against all suits, liabilities, damages, penalties and the like, relating to or arising from injuries, death, and/or property damage from any improper routing of 911, 9-911 or other emergency services calls that originate from the Customer's locations.

2.3 Account codes and validation codes for individual calls are not available outside the US and Canada. Customer is responsible for payment for all calling activity accessing the Global Crossing Network through Customer's PBX.

## 3. Term, Charges, Discounts and Billing.

3.1 Charges are set out on the Schedule to this Appendix and are dependant on the Rate Plan selected by the Customer. All charges are per minute of usage to the termination country or city. All international charges are "origin independent," meaning that the per-minute charge to termination country or city is identical regardless of origination country or city. Listed in the attached Schedule are Global Crossing's per minute charges to termination countries or cities, regardless of origination point. All charges are the same regardless of the time of day or day of the week the call is made.

3.2 Customer agrees that if it resells the Service and more than five percent (5%) of Customers total outbound traffic, originating in the U.S., in any given month terminates in one or more of the domestic offshore locations listed below, Customer will be assessed an additional charge of \$0.30 per minute for all of Customer's domestic usage, including domestic offshore usage, generated in that month. The locations are: Alaska, Hawaii, Puerto Rico, Northern Marianas, U.S. Virgin Islands, and Guam.

3.3 Customer agrees that if more than five percent (5%) of Customers total outbound International traffic, in any given month terminates to a Non Geographic Number (NGN), excluding mobile terminations, Customer will be assessed an

additional charge of \$5.99 cents per minute (or equivalent in the currency in which the relevant calls are invoiced) for all of Customer's NGN usage generated in that month.

3.4 Upon execution of this Appendix, the Customer shall indicate in which currency or currencies it wishes to have charges for DDS Service (and related local access circuit charges, if any) (together "DDS Service Charges") invoiced. Subject to the provisions of section 3.5, 3.6 and 3.7 below, the Customer may select from the following options:

- (i) All DDS Service Charges for DDS Service provided to Customer and/or Customer Affiliates shall be invoiced in the currency of the country in which the Customer (meaning the Customer entity signing this Appendix) is located (the "Lead Currency"), and will be invoiced by Global Crossing to the Customer.
- (ii) DDS Service Charges for DDS Service provided to Customer and Customer Affiliates will be invoiced in the Lead Currency to the Customer's Affiliate in each country in which such charges originate (i.e. where DDS calls originate);
- (iii) DDS Service Charges for DDS Service provided to Customer and Customer Affiliates will be invoiced to Customer in the local currency of the country in which such charges originate (i.e. where DDS calls originate) (the "Local Currency"); or
- (iv) DDS Service Charges for DDS Service provided to Customer and Customer Affiliates will be invoiced to the Customer Affiliate in each applicable country in the Local Currency.

3.5 For the purposes of section 3.4 above, Lead Currency and Local Currencies shall mean the currency listed for each country in Attachment A to this Appendix. Where more than one such currency is listed for a specific country, the Customer may choose from one of the currencies listed for all DDS Service Charges arising in that country. In accordance with the applicable terms of the Master Agreement, execution of an Affiliate Appendix shall be required where Customer chooses options (ii), (iii) or (iv) above.

3.6 Notwithstanding the provisions of section 3.4 above, DDS Service provided to the Customer in the United States will be deemed to be provided by Global Crossing Telecommunications, Inc., and charges for such services shall be invoiced to the Customer in US Dollars by that company. Furthermore, the provisions of the Master Agreement relating to Latin American Services shall apply notwithstanding the Customer's choice of billing option I section 3.4 above.

3.7 All subsequent invoices for charges for DDS shall be issued by Global Crossing in the currency selected by the Customer pursuant to section 3.4 above (the "Initial Currency"), provided that if the Customer subsequently requests Global Crossing to provide DDS Service in additional countries, the Customer may choose to have charges for calls originating in those countries invoiced either in the Initial Currency or in the local currency of the country in which those calls originate.

3.8 Any Minimum Usage Guarantee ("MUG"), applicable to the Rate Plan selected by the Customer shall be set out in the Schedule to this Appendix. All usage and Monthly Recurring Charges ("MRCs") (under current MRC eligibility rules) shall be counted towards satisfaction of the MUG. If Customer's net purchases for any given month should be less than the stated MUG amount, the Customer will be charged the difference as a "make-up to minimum fee" to satisfy the MUG commitment.

3.9 Usage is billed at the following minimum usage levels per call. In all cases, usage beyond the minimum is rounded upward to the nearest six (6) second increment. For the avoidance of doubt, all calls are subject to call rounding and will be billed to the nearest penny (or lowest single unit of applicable currency).

Type of Call	Minimum Usage
Intl. – Dedicated	6 seconds
US – Intl. – Switched	30 seconds
US – Domestic – Dedicated (all types of calls)	6 seconds
US – Domestic – Switched (all types of calls)	18 seconds

#### 4. **Local Access Circuits provided by Global Crossing**

4.1 In the event that Customer requests Global Crossing to provide local access circuits in connection with the provision of DDS Service, and Global Crossing agrees to do so, such circuits will be provided on the applicable terms of the Master Agreement. Notwithstanding any provisions to the contrary in the Master Agreement, and regardless of whether the Customer is ordering DDS service on a month to month basis or on the basis for an agreed term of more

than one year, Customer acknowledges and agrees that such local access circuits shall be provided by Global Crossing for a minimum term of one year. In the event that Customer terminates its DDS Service and/or any related local access circuits within one year of ordering such local access circuits, Customer shall remain liable to Global Crossing for any commitments to local access providers and/or any associated termination charges.

5. **Equipment or Software Not Provided by Global Crossing**

5.1 Except as may otherwise be agreed upon by Global Crossing in writing, Customer is solely responsible for purchasing, installing and maintaining any premise or interconnection equipment required for its use of DDS. Global Crossing shall not be responsible for the installation, operation, repair or maintenance of equipment or software not provided by Global Crossing; nor shall Global Crossing be responsible for the transmission or reception of information by facilities, services, equipment or software not provided by Global Crossing.

5.2 In the event that Customer uses facilities, services, equipment or software not approved by Global Crossing which impairs the Customer's use of DDS, Customer shall nonetheless be liable for payment for DDS, even if Global Crossing suspends or terminates DDS as a result. Upon notice from Global Crossing that the facilities, services, equipment or software not approved by Global Crossing is causing or is likely to cause hazard, interference or service obstruction, Customer shall immediately eliminate the likelihood of hazard, interference or service obstruction. If Customer requests Global Crossing to troubleshoot difficulties caused by equipment or software not provided by Global Crossing, and Global Crossing agrees to do so, Customer shall pay Global Crossing at its then current rates.

5.3 Global Crossing shall not be responsible if any changes in DDS cause facilities, services, equipment or hardware not approved by Global Crossing to become obsolete, require modification or alteration, or otherwise affect performance of facilities, services, equipment or hardware not approved by Global Crossing.

5.4 Global Crossing reserves the right to approve the make, model and or software of the Customer-provided PBX to interface with the access circuit connecting to the Global Crossing ATM network.

**ATTACHMENT A**

**LOCAL CURRENCIES**

<b>Legal Entity</b>	<b>Country</b>	<b>Currency</b>
<b>LATIN AMERICA *Note 1</b>		
GC SAC Argentina SRL	Argentina	USD *Note 2
SAC Chile SA	Chile	USD/CLP (Chilean Pesos) *Note 3
SAC Brasil Ltda.	Brazil	Brazilian Reais
<b>EUROPE</b>		
Global Crossing Belgie B.v.b.a	Belgium	EURO/USD
Global Crossing Danmark ApS	Denmark	DKK (Danish Krone)/EURO/USD
Global Crossing France S.A.S.	France	EURO/USD
Global Crossing Deutschland GmbH	Germany	EURO/USD
Global Crossing Ireland Ltd.	Ireland	EURO/USD
Global Crossing Italia S.r.l.	Italy	EURO/USD
Global Crossing Nederland B.V.	Netherlands	EURO/USD
Global Crossing Espana S.L.	Spain	EURO/USD
Global Crossing Sverige A.B.	Sweden	SEK (Swedish Krona)/EURO/USD
Global Crossing Switzerland GmbH	Switzerland	CHF (Swiss Franc)/EURO/USD
Global Crossing Europe Ltd.	UK	GBP (British Pound)/EURO/USD
Global Crossing Norge A.S.	Norway	NOK (Norwegian Kroner)/EURO/USD
<b>NORTH AMERICA &amp; CANADA</b>		
Global Crossing Telecommunications Inc.	USA	USD
Global Crossing Telecommunications Canada, Ltd.	Canada	USD/Canadian dollars
<b>Notes</b>		
1. For Latin America, the local currency as indicated above will only apply for invoices produced in the applicable country for local customers.		
2. Subject to local law.		
3. All invoices issued within Chile to another entity within Chile must be in CLP.		