



SERVICE TERMS & SLA FOR EXTRANET SERVICE (END USER)

Extranet Service. These are the service terms and service level agreement for Global Crossing Extranet Service (End User), which applies to Extranet Service provided by Global Crossing, in addition to the terms of any Master Services Agreement, Carrier Services Agreement or other Global Crossing master agreement (in each case a “Master Agreement”) executed by the Customer.

Specific Service Terms and Conditions

Section 1. General Description

1.1 Description of Service. Global Crossing’s Extranet Service transmits traffic from a Content Provider’s Data Center facilities to a Global Crossing Extranet Point of Presence (POP) for facilitating connectivity to Customer’s locations.

Section 2. Service Level Agreement (“SLA”)

2.1 Service Commitments. The following chart summarizes Global Crossing’s Service Commitments, and is to be read in conjunction with Sections 2.2 through 2.7, inclusive:

SUMMARY OF SERVICE COMMITMENTS

Service Parameter	Network Availability	Mean Time to Repair	Installation
Service Level	99.99%	4 hours	5 business days from local loop acceptance
% Credit of Monthly PVC Charge	25% of affected PVC	25% of affected PVC	As detailed in Section 2.3.4

2.1.1 Measurements. All measurements stated below will be calculated from measuring points on Global Crossing’s network (“port to port”, or “logical port to logical port”.)

2.1.2 Credits. Customer may request a credit from Global Crossing in accordance with all the terms, conditions, and exclusions in this Section 2 where Service under this Appendix with Customer is affected in the following areas: (1) Network Availability (2) Installation Interval (initial and changes), and (3) Mean Time to Repair.

2.2 Network Availability

2.2.1 Definition. “Network Availability” is defined as a percentage calculated by dividing: (a) the total number of minutes during a calendar month in which a Customer’s Permanent Virtual Circuits (PVC(s)), from logical port to logical port, are available to exchange data between end points on Global Crossing’s network, by (b) the total number of potentially available minutes for a given Customer’s PVCs during the calendar month, based on the Customer’s current network configuration with Global Crossing. The logical port is defined as the infrastructure port on the Global Crossing network, not including the local loop circuit to access the infrastructure port. A lapse in Network Availability is calculated from the time Global Crossing opens a trouble ticket, to the time that Global Crossing advises the Customer that Service is restored and Global Crossing puts the trouble ticket in “Resolved” or “Monitor” status.

2.2.2 Performance. Global Crossing commits to a Network Availability percentage of 99.99% per calendar month for each PVC provided by Global Crossing.

2.2.3 Measurement. “Network Availability” is calculated as follows:

$$\frac{(\text{Total \# of minutes of availability in calendar month}) \times 100\%}{(\text{Total \# of potentially available minutes for Customer's PVCs in calendar month})} = n\%$$

Where “n” is committed as not less than the level set forth in Section 2.2.2 above. The total -number of available minutes in a calendar month will be calculated based on a thirty (30) day month.

2.2.4 Exclusions. The following are excluded from calculation of Network Availability and MTTR: service suspensions for scheduled and emergency network maintenance, force majeure events, local loop failure (where the local loop is obtained by the Customer or is not provided on an SDH/SONET technology platform), Trouble Ticket Open Time (as hereinafter defined), and outages caused by Customer failure to follow agreed-upon procedures. “Trouble Ticket Open Time” refers to those periods of time when trouble tickets are in “Customer time”, meaning, the point at which the Customer must provide information, access, etc., so that Global Crossing can continue with a repair.

2.2.5 Credit. Customer may request a credit of 25% of the Monthly Recurring Charge (MRC) for any PVC that fails to meet the Network Availability for a given month.

2.3 Installation

2.3.1 Performance. Global Crossing commits to provision a circuit within five (5) business days of the date that Global Crossing accepts the last outstanding local loop; or, as scheduled with the Customer. This guarantee does not apply to delays caused by testing or by any circumstances where the Customer is not ready to receive or use the circuit.

2.3.2 Add, Move and Change Orders. Orders for adds, moves or changes to existing port or PVC configurations shall be accepted and completed within five (5) business days of the date that Global Crossing accepts the last outstanding local loop.

2.3.3 Exclusions. No credits shall be provided for circuits ordered directly by Customer, or for circuits where the completed service order is modified by or at the initiative of Customer after it is originally completed.

2.3.4 Credit. If the installation times stated in Section 2.3.1 above are not met, the Customer may request a credit of a portion of the Non-Recurring Charge (NRC) for the affected circuit according to the following schedule:

Number of Business Days exceeding 5 day interval as described in Section 2.3.1 above	Percentage Credit of NRC
1--7	5
8--14	15
15--30	25
Greater than 30	50

2.4 Mean Time-to-Repair (“MTTR”)

2.4.1 Performance. For Priority 1 and Priority 2 trouble tickets, Global Crossing commits to a Mean Time to Repair (MTTR) of four (4) hours in any month for Customer Premise Equipment (CPE), PVCs, and Ports, provisioned entirely by Global Crossing.

2.4.2 Measurement. MTTR is calculated from the time that Global Crossing opens a trouble ticket to the time that Global Crossing advises the Customer that its Service is repaired or restored and Global Crossing puts the trouble ticket into “Resolved” or “Monitor” status.

2.4.3 Exclusions. Exclusions to the MTTR calculation are listed in Section 2.2.4 above.

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2.4.4 Credit. Customer may request a credit of 25% of the MRC for each affected PVC if the MTTR is not met during any month.

2.5 Credit Calculations and Limitations

2.5.1 Calendar Month. All credits are calculated on the basis of a thirty (30) day calendar month.

2.5.2 Global Crossing Portions Only. Credits will be calculated in connection with, and will apply to, only the Global Crossing portions of a circuit.

2.5.3 Credits Incremental. All credits provided are incremental with respect to any covered PVC that is affected.

2.5.4 Maximum Allowable Credit. In no event shall the credits provided for hereunder exceed the Customer's total MRC for any covered PVC that is affected in any single calendar month, regardless of the nature of the areas under which credits may be generated.

2.5.5 Credit Calculations. 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.

2.6 Additional Terms

2.6.1 Written Request. Customer is responsible for providing Global Crossing with a written request for an evaluation of any suspected Extranet issues within fifteen (15) business days after a suspected event.

2.6.2 Exclusive Remedy. The credits contained herein are Customer's exclusive remedy with respect to items covered in this SLA.

2.6.3 Credit Availability. A credit, if granted, will appear on the next bill or as promptly thereafter as it can be provided after the qualification for a credit and its amount are determined.

2.7 Exclusions. The credits set forth in sections 2.2.5, 2.3.4 and 2.4.4 above are not available in the event of any of the following causes:

2.7.1 Off Net Circuits. Lapses in service due to failure in performance of any off-net backbone circuit.

2.7.2 New Installations or Change Orders. Lapses in service associated with new installations or orders for circuit reconfigurations, that is, both before Global Crossing has received notice that Customer has accepted the new or reconfigured Service and until forty-five (45) days after the Service is first utilized by Customer.

2.7.3 Customer Equipment. Lapses in service resulting from failures of CPE, if any, or equipment of a Customer's vendor.

2.7.4 Force Majeure. Lapses in service resulting from Force Majeure events described in the MSA, with the exception of fiber cuts that are the responsibility of Global Crossing or for which redundancy is being provided under the Agreement with Customer.

2.7.5 Customer's Acts or Omissions. Lapses in service resulting from problems associated with any act or omission of Customer or any third party, including but not limited to, Customer's agents, contractors or vendors.

2.7.6 Scheduled Maintenance. Lapses in service resulting from scheduled maintenance periods when the Customer has been informed of such maintenance. Global Crossing will notify Customer in writing of scheduled maintenance within a reasonable time in advance of such maintenance. Global Crossing will use reasonable commercial efforts to minimize Service disruption.

2.7.7 Non-Payment or Default. Lapses in service resulting from a Global Crossing disconnect for non-payment or other contract default or breach.

2.7.8 Local Loop. Lapses in service resulting from local loop outages or degradations of service, where the local loop is provided by the Customer.

2.7.9 Certain Areas and Cities Excluded. This SLA does not apply to circuits that terminate in or through the territory served by Asia Global Crossing or not by Global Crossing; or in or through any of the following European cities: Athens, Greece; Budapest, Hungary; Helsinki, Finland; Prague, Czech Republic; and Warsaw, Poland.

2.7.10 General; Access to Customer Facilities. The Network Availability, Installation and MTTR commitments do not apply if Customer has failed to provide Global Crossing adequate access to its facilities for testing significantly in advance of any qualifying event, or otherwise fails to provide access required by Global Crossing, or has otherwise caused Global Crossing to be unable to meet any of the criteria set out in this SLA.