



## **SPECIFIC SERVICE TERMS FOR RETAIL VOICE INCENTIVE PLAN SERVICES - OUTBOUND**

**Global Crossing Retail Voice Incentive Plan Service.** These are the specific service terms for Global Crossing's Retail Voice Incentive Plan Service (the "Service") which apply to Global Crossing Retail Voice Incentive Plan Service 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 Retail Voice Incentive Plan Service is an outbound (that is, originating) voice calling service.

1.1.2 The Retail Voice Incentive Plan Service that Customer may order under this Appendix supports calls originating from the United States with domestic or worldwide termination capability. International and domestic calling on a dedicated or switched basis is supported by the Service. Customers ordering Global Crossing US domestic switched services shall execute a Letter of Authorization in the form provided by Global Crossing.

1.2 The Service 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.

1.3.1 The following bandwidth options are available: T1 or T3 circuits integrating data and long distance and local voice services, and T-1 or T-3 circuits channelizing long distance and local voice services; and

1.3.2 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.

1.3.3 In the event Customer requests supply by Global Crossing of local access circuits, and Global Crossing confirms that it can provide such circuits, such local access circuits shall be provided by Global Crossing on the terms of the Master Agreement.

1.3.4 If Customer arranges or provides its own local access circuits to a Global Crossing POP, Global Crossing will charge a POP Interconnection Fee, which is a monthly recurring charge for access connections involving third party vendors. This POP Interconnection Fee is chargeable in respect of the cross-connection between the access vendor's circuit and the Global Crossing Network, and (if applicable) in respect of the allocation to Customer of capacity from an access vendor already co-located at a Global Crossing POP. The POP Interconnection Fee varies depending upon the circuit speed of the access connection. The POP Interconnection Fee shall be listed on the Order Form. Global Crossing is responsible for maintenance of the cross-connection.

1.4 The Service provides call termination anywhere in the world for both wireline and cellular terminations. Termination of 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 the Service. 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. PBX’s, PABX’s and Key System’s utilized by customers in conjunction with the Service shall comply with one of the following standards for dedicated services:

1.5.1.2 CAS E&M (United States)

1.5.1.3 NA ISDN PRI (United States)

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:

2.1.1 Domestic call terminations are available for calls originated in the US only.

2.1.2 Directory assistance/Directory inquiries is available for calls originated in the US only, and only for domestic calls within the US.

2.1.3 The following reports are available for the Service; Expressview, Standard ESP (Executive Summary Profile) reports and customized ESP reports. All reports have NRC’s and MRC’s (Monthly Recurring Charges) associated with them. All reports will be presented in English and US Dollars.

2.1.4 Electronic access via Global Crossing’s uCommand system will enable Customer to view usage reports. The uCommand system is presented in English and in US Dollars.

## 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. Listed in the attached Schedule are Global Crossing’s per minute charges to termination countries or cities. 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 more than five percent (5%) of Customers total outbound traffic, originating in the U.S., in any given month and 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 usage generated in that month. The locations are: Alaska, Hawaii, Puerto Rico, Northern Marianas, U.S. Virgin Islands, and Guam.

3.3 All charges are stated in US Dollars. All invoices will be rendered in, and are payable in, US Dollars. Customer shall select as between a single consolidated invoice, or invoices classed by location of calling origination, provided, in either case Customer shall be a guarantor of payment for all invoices, regardless of location of calling origination.

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

terminations, Customer will be assessed an additional charge of \$5.99 cents per minute for all of Customer's usage generated in that month.

3.5 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 gross 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.

3.6 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.

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

3.7 **Monthly Voice Volume Discount:** Customers who have contracted for the Service will be eligible for the Monthly Voice Volume Discount. The Monthly Volume Discount rewards Customers by providing them with a monthly discount percentage based on Data, LDS and Voice usage that gets applied to both switched and dedicated, Outbound and Inbound, Interstate usage charges. The Customer will be entitled to receive this discount when they reach or exceed their MUG. Any Monthly Voice Volume Discount is retroactive to the first dollar of usage in each month

Gross Usage	Volume Discount
Up to \$500	0%
\$500	2.00%
\$1,000	3.00%
\$1,500	4.00%
\$2,500	5.00%
\$5,000	6.00%
\$7,500	6.50%
\$10,000	7.00%
\$12,500	7.50%
\$15,000	8.00%
\$20,000	8.50%
\$25,000	9.00%
\$30,000	9.50%
\$35,000	10.00%
\$42,500	10.50%
\$50,000	21.00%
\$60,000	21.50%
\$75,000	21.75%
\$80,000	22.00%
\$90,000	22.25%
\$100,000	22.50%

3.8 **Anniversary Discount:** Global Crossing Retail Voice Incentive Plan Service also rewards the customer for keeping their long distance service with Global Crossing for the long term. Customers on a Term Plan incorporating a MUG in excess of \$500 per month (a "Qualifying Term Plan") will receive an anniversary discount in addition to the monthly volume discount. The anniversary discount is 10% off the base rate on the 1st service anniversary and an additional 10% (totaling 20% off the base rate) on the 2nd

service anniversary with Global Crossing. The Anniversary Discount is applied to both switched and dedicated, Outbound and Inbound, Interstate usage charges for terms plan Customers only. Customers on a Qualifying Term Plan receive the discount as long as they remain on the plan. Renewals, termination notices, and termination charges are as set forth in the Master Agreement. For the avoidance of doubt, the anniversary discount is not available to Customer's on month-to-month pricing plans.

#### 4. **Allied Global Crossing Services**

4.1 **Global Crossing Data Services.** In the event Customer contracts with Global Crossing for the provision of one or more of Global Crossing's Data Services, where available, Customer shall execute a separate Appendix for each specific Data Service with Global Crossing.

4.2 **Global Crossing 800/Toll Free or Calling Card Voice Services.** In the event Customer contracts with Global Crossing for the provision of 800/Toll Free or Calling Card Voice Services, where available, Customer shall execute a separate Appendix for each specific Voice Service with Global Crossing.

#### 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 the Service. 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 the Service, Customer shall nonetheless be liable for payment for the use of the Service, even if Global Crossing suspends or terminates the Service 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 the Service 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.