

# <u>SPECIFIC TERMS FOR RETAIL VOICE TOLL FREE & CALLING CARD</u> <u>SERVICE – DDS PLAN</u>

<u>Global Crossing Retail Voice Toll Free & Calling Card Service – DDS Plan.</u> These are the specific service terms for Global Crossing's Retail Voice Toll Free & Calling Card Service – DDS Plan (the "Service") which apply to Global Crossing Retail Voice Toll Free & Calling Card Service - DDS Plan 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 Toll Free & Calling Card Service – DDS Plan is an inbound (that is, terminating) voice calling service.

1.1.2 Switched Toll Free calls may be placed by callers from any United States location, Canada, US Virgin Islands, Puerto Rico, Guam and Northern Mariana Islands. Switched Toll Free service is generally available for termination to any PSTN number that can be accessed by the Global Crossing network, either directly or via third party subcontractors.

1.1.3 Dedicated Toll Free calls may be placed by callers from any United States location, Canada, US Virgin Islands, Puerto Rico, Guam and Northern Mariana Islands and are terminated to the Customer's location within the continental US and Hawaii, via the Global Crossing network and publicly shared facilities.

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 Terminating access to Customer's premise from 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.

1.3.2 Details of specific Toll Free& Calling Card features will appear on the Order Form at the time of contracting.

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, Customer may order local access circuits as part of its order for the Service, subject to the applicable terms of the Master Agreement.

1.4 There is no supply by Global Crossing of equipment in connection with the Service. Please refer to Section 5 below.

1.4.1 The Customer is required to have a Private Branch Exchange (PBX), PABX or Key System, or other compatible equipment 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:

1.4.1.1 CAS E&M (United States and Canada)

1.4.1.2 NA ISDN PRI (United States and Canada)

1.5 Calling Card Service permits calls to be originated from any United States location via a Customer-specific Toll Free number, and terminated to any Domestic or international telephone number designated by the Customer.

1.6 Global Crossing does not guarantee the availability of any requested Toll Free number and is not bound by any verbal confirmation to Customer of Toll Free number availability. Customer may not reserve or activate a Toll-Free number for the purpose of selling, brokering or releasing the Toll Free number to another person for any fee or other consideration. Customer has no ownership interest in any Toll Free number made available for its use as part of the Service. Customer is responsible for all usage on any and all Toll Free numbers made available for its use as part of the Service (including without limitation, charges for wrong number calls). Global Crossing may, without liability, block any Toll Free number having usage surges or heavy traffic loads that are atypical. If, upon termination of its Service, Customer does not submit a written request for the appointment of a new carrier for its Toll Free numbers within thirty (30) days of such termination, then the number will be returned to the independent administrative agency for reassignment. If at the time of cancellation or termination of toll free services, Customer owes an outstanding balance (30 days or more) to the Responsible Organization on its Global Crossing account, then Customer's toll free number(s) shall not be released to another long distance carrier or Responsible Organization.

1.7 Individual call and billing details will be available to Customer via Global Crossing's "uCommand" on-line system.

1.8 Calling Card originations <u>outside</u> of the United States are available from approximately seventy (70) countries. Global Crossing's Sales Representative shall provide the current list of international origination countries to Customer at time of contracting.

1.9 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.

2.1.1 The following Service features are available:

- Domestic call terminations are available for calls originated in the US only.
- The following routing features are available for the Toll Free Services with domestic call terminations:
  - Area Code Blocking,
  - Infodigit Screening,
  - Enhanced Routing (3/6/10 digit routing, Time/Day routing, Percent Call Allocation routing)
  - Network Transfer (per call surcharge associated)
  - All routing features have NRC's and MRC's associated with them.
- Multiple Carrier Routing and SMS Emergency Reroute are available for Toll Free Services.
- Directory Assistance Listing in the National Toll Free Directory Assistance database (800-555-1212) is available for Toll Free Services. Directory Assistance Listing has NRCs and MRCs associated with it.

- The following routing features are available for Toll Free Services that terminate to domestic dedicated facilities on the Global Crossing network: ANI delivery, DNIS delivery, overflow and route advance. All dedicated routing features have NRCs and MRCs associated with them.
- 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.
- 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. Customer may view and update routing for switched Toll Free numbers and for dedicated Toll Free numbers with Enhanced Routing.

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

3.1 Charges are set out on the Schedule to this Appendix and are dependent on the Rate Plan selected by the Customer. All charges are per minute of usage to the termination country or city. Listed on the Schedule are Global Crossing's per minute charges for 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 it resells the Service and more than five percent (5%) of Customer's total inbound originating traffic or switched toll free terminating traffic, in any given month, originates in or terminates to the domestic offshore locations listed below, Customer will be assessed an additional charge of \$0.30 per minute for all of Customer's domestic offshore usage generated in that month. The applicable locations are: Alaska, Hawaii, Puerto Rico, Northern Mariana, U.S. Virgin Islands, and Guam.

3.3 Customer agrees that if more than five percent (5%) of Customers total switched toll free terminating 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 NGN usage generated in that month.

3.4 Customer agrees that if a Tollfree Number has multiple carrier routing or SMS Emergency Reroute whereby the traffic is split between Global Crossing and another carrier that Global Crossing will receive a minimum of 20% of the traffic for that tollfree number each month or Customer will be assessed a make-up-to minimum charge equal to the difference between 20% of the total traffic for the umber expressed in US Dollars and the amount that Global Crossing received. This minimum guarantee applies whether or not Global Crossing is the Resp Org for the number.

3.5 Upon execution of this Appendix, the Customer shall indicate in which currency or currencies it wishes to have charges for the Service (and related local access circuit charges, if any) (together "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 Service Charges for the Service provided to Customer and/or Customer Affiliates under this Appendix 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) Service Charges for 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 calls originate);
(iii) Service Charges for 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 calls originate) (the "Local Currency"); or

(iv) Service Charges for Service provided to Customer and Customer Affiliates will be invoiced to the <u>Customer Affiliate in each applicable country</u> in the Local Currency.

3.6 For the purposes of section 3.5 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 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.

3.7 All subsequent invoices for charges for DDS shall be issued by Global Crossing in the currency selected by the Customer pursuant to section 3.5 above (the "Initial Currency"), provided that if the Customer subsequently requests Global Crossing to provide 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 Notwithstanding the provisions of section 3.5 above, Service provided to the Customer in the United States will be deemed to be provided by Global Crossing Telecommunications, Inc., and charges for all 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 in Section 3.4 above.

3.9 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.

3.10 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.

Type of Call	Minimum Usage
USIntl. – 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 the 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 orders the 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 Service and/or any related local access circuits within one year of ordering such local access 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 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 Customerprovided PBX to interface with the access circuit connecting to the Global Crossing ATM network.

## ATTACHMENT A

### LOCAL CURRENCIES

Legal Entity	Country	Currency
LATIN AMERICA *Note 1		
GC SAC Argentina SRL	Argentina	USD *Note 2
SAC Chile SA	Chile	USD/CLP (Chilean Pesos) *Note 3
EUROPE		
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
NORTH AMERICA & CANADA		
	USA	USD
Global Crossing Telecommunications Inc.		

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.