



SERVICE TERMS & SLA FOR TRANSACTION SERVICES

Extranet Service. These are the service terms and service level agreement for Global Crossing Transaction Services, which applies to Transaction Services 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

Global Crossing offers three types of Transaction services, as follows:

1.1 **Sub-rate Bandwidth Service.** Sub-rate Bandwidth Service provides point-to-point connectivity over a dedicated circuit on the Global Crossing managed core network. Circuits are generally available at speeds of 56kb/s, 64 kb/s, 128 kb/s, 256 kb/s, 384 kb/s, 512 kb/s and 768 kb/s depending on available capacity and geographic reach. Other speeds between 2.4 kb/s and 2.048 mb/s may be available upon customer inquiry (although not guaranteed) depending on available capacity and geographic reach.

1.2 **Trader Voice Service.** Trader Voice Service provides point-to-point connectivity over a dedicated circuit on the Global Crossing managed core network. The circuit is designed to automatically or manually “ring down” from the transmitting end to the receiving end when the line is engaged. The service is available upon customer inquiry at speeds of 8 kb/s and 16 kb/s (although not guaranteed) and generally available at a speed of 64 kb/s.

1.3 **Hoot & Holler Service.** Hoot & Holler Service is a private line, “always on” conferencing service that connects two locations via a single circuit, or multiple locations using circuits connected to an audio conference bridge(s), provided over the Global Crossing managed core network. The service is available upon customer inquiry at speeds of 8 kb/s and 16 kb/s (although not guaranteed) and generally available at a speed of 64 kb/s.

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	99.9%	4 hours	5 business days from last local loop acceptance
% Credit of Monthly Circuit Charge	As detailed in section 2.3.4	As detailed in section 2.3.4	As detailed in Section 2.4.4

2.1.1 **Measurements.** All measurements stated below will be calculated from measuring points on Global Crossing’s network.

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) Mean Time to Repair, and (3) Installation interval (initial and changes).

2.2 Network Availability

2.2.1 **Performance.** Global Crossing commits to a Network Availability percentage of 99.9% per calendar month for each circuit provided by Global Crossing.

2.2.2 **Measurement.** The monthly Network Availability percentage per circuit is calculated according to the following formula:

$$\frac{(\text{Days in mo. [30]} \times 24 \text{ hrs.} \times 60 \text{ mins.}) \text{ minus total mo. service-affecting outage mins.} \times 100}{(\text{Days in mo. [30]} \times 24 \text{ hrs.} \times 60 \text{ mins.}) \text{ minus maintenance mins.}}$$

2.2.3 **Exclusions.** Exclusions from Network Availability calculations are listed in section 2.3.3 below.

2.2.4 **Credits.** Where Global Crossing does not meet the Network Availability percentage in a calendar month, Customer may request a credit in accordance with the schedule set forth in Section 2.3.4 below.

2.3 **Mean Time to Repair (“MTTR”)**

2.3.1 **Performance.** For Priority 1 and Priority 2 trouble tickets, Global Crossing commits to a Mean Time to Repair of four (4) hours in any calendar month for circuits provisioned entirely by Global Crossing.

2.3.2 **Measurement.** MTTR is calculated by dividing the Cumulative Outage Time (as hereinafter defined) for a given circuit by the number of trouble tickets opened for that circuit in a given month. The Cumulative Outage Time is the sum of all individual outages reported on a given circuit in a given month. An individual outage on a given circuit is calculated from the time that Global Crossing opens a trouble ticket to the time that Global Crossing advises the Customer that the Service is repaired or restored and Global Crossing puts the trouble ticket into either “Resolved” or Monitor” status.

2.3.3 **Exclusions.** The following are excluded from calculations 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, and outages caused by the Customer’s 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.

2.3.4 **Credits.** Customer may request a credit of a portion of the Monthly Recurring Charge (MRC) for the affected Service when either the Network Availability or Mean Time to Repair is not met during any month, and such credits will be issued in accordance with the following schedule:

Total Monthly Cumulative Outage Time	Network Availability MRC Credit	MTTR MRC Credit
Zero – 44 minutes	0 %	0%
>44 minutes – 240 minutes	10 %	0%
>240 minutes—480 minutes	20 %	15%
>480 minutes	30 %	30%

2.4 **Installation**

2.4.1 **Performance.**

2.4.1.1 Global Crossing commits to provision true “On-Net to On-Net” (as hereinafter defined) Trader Voice and Hoot & Holler circuits within two (2) business days of order acceptance. An “On-Net to On-Net” circuit shall mean a circuit provisioned entirely on the Global Crossing Network, and with appropriate bandwidth and equipment pre-installed at each circuit end. Provisioning of “On-Net to On-Net” Trader Voice and Hoot & Holler circuits shall be considered complete when Global Crossing confirms to Customer that circuit paths are optimum and capable of passing traffic. Global Crossing does not perform testing on On-Net to On-Net Trader Voice and Hoot & Holler circuits.

2.4.1.2 Global Crossing commits to provision true “On-Net to On-Net” Managed Bandwidth circuits within ten (10) business days of order acceptance.

2.4.1.3 Global Crossing commits to provision all other Transaction Services circuits within five (5) business days of the date that Global Crossing accepts the last outstanding local loop; or, as scheduled with the Customer

2.4.2 Add, Change or Move Orders. Orders for adds, changes or moves to existing circuit configurations shall be accepted and completed within five (5) business days of the date that Global Crossing accepts the last outstanding local loop; or, as scheduled with the Customer.

2.4.3 **Credit.** If the installation times stated in 2.4.1 or 2.4.2 above are not met, the Customer may request a credit of a portion of the installation or non-recurring charge (NRC) for the applicable circuit in accordance with the schedule below:

Number of Business Days exceeding limit stated in 2.4.1 or 2.4.2	Percentage Credit of NRC
1 – 7	5 %*
8 – 14	15 %
15 – 30	25 %
Greater than 30	50 %

*100% of the NRC is credited if the installation time for a new true “On-Net to On-Net” Trader Voice or Hoot & Holler circuit is not met.

2.4.4 **Exclusions.** The installation 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.

2.5 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 **Credits Incremental.** All credits provided are incremental with respect to any covered Circuit that is affected.

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

2.5.4 **Credit Calculations.** Credits are calculated after deduction of all discounts and other special pricing arrangements and application of 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 Transaction Services 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 above in sections 2.2.4, 2.3.4 and 2.4.3 are not available in the event of any of the following causes:

2.7.1 **Third-Party Backbone Circuits.** Lapses in service due to failure in performance of any third-party backbone circuit.

2.7.2 **New Installations; Change Orders; Completions.** 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; or modifications to the completed service order initiated by the Customer after its original completion.

2.7.3 **Customer Equipment.** Lapses in service resulting from failures in Customer's premises equipment (whether or not owned by Customer).

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; or where Customer is not ready to receive or use the circuit.

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 either (a) ordered directly by the Customer; or (b) is not provided by the local carrier on an SDH/SONET technology platform.

2.7.9 **Certain Areas and Cities Excluded.** This SLA does not apply to circuits which have at least one end terminating in or through any part of the territory served by Asia Global Crossing or not by Global Crossing; or any of the following European cities: Athens, Greece; Budapest, Hungary; Helsinki, Finland; Prague, Czech Republic; and Warsaw, Poland.

2.7.10 **General. Early termination by Customer.** Customer shall order each circuit for the initial term specified in the Order Form for that circuit. Notwithstanding any provisions to the contrary in the Master Agreement, if any circuit is terminated before the expiry of the initial term for which it was ordered, or within a renewal term for that circuit (in each case the "Term"), either by Global Crossing pursuant to a right to do so under the Master Agreement for Customer breach, or by Customer for any reason other than pursuant to a right to do so under the Master Agreement for Global Crossing's breach, then Customer shall pay an early termination fee equal to 65% of the Monthly Recurring Charge for the terminated circuit(s) for the remainder of the Term.

2.7.11 **General; Access to Customer Facilities.** The Network Availability, MTTR and Installation 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.