

# GLOBAL CROSSING COMPANIES SERVICE AGREEMENT

## GENERAL TERMS AND CONDITIONS APPLICABLE TO GLOBAL CROSSING COMPANIES RETAIL TELECOMMUNICATION SERVICES IN CALIFORNIA

Please read this important message carefully. Effective March 1, 2010, subject to approval of the California Public Utilities Commission (CPUC), the prices, service descriptions, terms and conditions for most retail services provided by Global Crossing Telecommunications, Inc., Global Crossing Telemangement, Inc. and Global Crossing Local Services, Inc. (herein referred to as "Global Crossing") will no longer be on file with the CPUC. Instead, the prices, service descriptions and terms and conditions applicable to these services will be set forth in a Price List. **Some services are not affected, such as basic residential service, 911 service and your choice of a long distance provider.** Unless you have or will enter into a separate contractual arrangement with Global Crossing, your use of Global Crossing's services (as defined below) will constitute your agreement to be bound by the charges, terms and conditions set forth in the Price List (as defined below), including the general terms and conditions set forth below.

This document does not include the complete Price List, which contains additional terms, including the description, charges, and other terms and conditions applicable to each of the services in the Price List. The following general terms and conditions apply to all services in the Price List. If you are looking for the terms and conditions applicable to specific services, please refer to the Price List on Global Crossing's Website at <http://www.globalcrossing.com>.

### 1. Application

- .1 The Price List sets forth the terms and conditions under which Customers ("Customer", "you" or "your") agree to use the Services (as defined below) and under which Global Crossing agrees to provide the Services to Customers, unless otherwise noted.
- .2 The Price List is set forth on the **Global Crossing** website (the "Website") at <http://www.globalcrossing.com> and you may request a printed copy of the terms and conditions applicable to the ordered Service by telephoning or writing **Global Crossing** at (550 South 24th Street West Ste 103, Billings, Montana 59102, telephone number 800-249-4672.) Translation services are available upon request.
- .3 The Price List becomes a binding contract following your acceptance of the terms and conditions applicable to the ordered Service. You are deemed to have accepted the terms of the Price List applicable to your Service upon your use of the Service following notification to you of the availability of the Price List either at the **Global Crossing** Website or by telephone, by email, by mail or other communication.
- .4 Unless expressly stated otherwise, the Price List applies to Customers who have entered into a separate agreement for Services for a specified time period; provided, however, in the event of a conflict between the terms in the separate agreement and the terms in the Price List, the terms in the separate agreement shall control with respect to Services subject to that agreement. If you have an agreement, the terms and conditions of the agreement prevail over the Price List.

## 2. General Terms and Conditions

- .1 Services. "Service" or "Services" means all retail telecommunications products or services offered by **Global Crossing** in California. Services do not include non-telecommunication services, such as High Speed Internet, which were not included in **Global Crossing** California intrastate tariff prior to January 1, 2010 and which are provided pursuant to federal tariffs or other oral or written agreements.
- .2 Prices. You are responsible for all charges associated with the Services and rate plan selected, including all taxes, usage charges, telecommunications surcharges (e.g., Universal Service Fund fees) or other applicable governmental charges due on account of the Services. Such taxes, fees and/or surcharges are subject to change without notice to Customer, except as may be required by law. Charges for ancillary services, including but not limited to, charges for installation, change orders, directory assistance and operator services used by Customer will be imposed at **Global Crossing** current rates and such charges are also subject to change without notice to Customer, except as may be required by law. Promotional pricing and terms will expire in accordance with the terms applicable to each promotion, without further notice to you.
- .3 Credit Check. Customer authorizes **Global Crossing** to conduct a credit search when ordering new or additional services, which **Global Crossing** will use to determine the credit worthiness of the Customer.
- .4 Service Use. **Global Crossing** shall not be liable for any damages, including charges for Services that Customer may incur as a result of the use of the Services by Customer's family, guests, employees, third parties or the public. Customer shall remain responsible for such charges. **Global Crossing** reserves the right to discontinue or deny Service because of misuse or fraudulent use of the Services.
- .5 Indemnification. Customer agrees to indemnify and hold our employees, affiliates and agents harmless from losses, claims, demands, damages, expenses (including reasonable attorneys' fees), or any liability whatsoever arising from any use of the Services by you or any person you permit to use the Services, including without limitation, liability resulting from the content of communication such as defamation, fraud or invasion of privacy, any combination of the Services with other products or services not provided by **Global Crossing**, any modification of the Services or any infringement of intellectual property.
- .6 Warranty Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PRICE LIST OR OTHER WRITTEN AGREEMENT WITH **Global Crossing**, **Global Crossing** DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR ARISING BY COURSE OF PERFORMANCE, DEALING, CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE KNEW OR SHOULD HAVE KNOWN SUCH PURPOSE) AND NON-INFRINGEMENT. YOU AGREE THAT THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. **Global Crossing** DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE.
- .7 Limitation of Liability
  - .7.1 Except for damages resulting from the unauthorized or illegal use of the services by you or your family, guests or employees, neither party (nor its suppliers or affiliates) shall be liable to the other party for punitive, special, consequential, incidental or indirect damages including without limitation, loss of business profits,

or other commercial or economic loss arising out of the use or inability to use the services, even if the party has been advised of the possibility of such damages.

- .7.2 **Global Crossing's** liability to you for any other damages due to failures or disruptions in the services arising from our negligence or breach of our obligations under the Price List shall be limited to the charges for the services affected by the failure for the period of such failure. This liability shall be in addition to any amounts that may otherwise be due you under the terms of the Price List as an allowance for interruptions.
- .7.3 In the event the disclaimer of certain warranties, the limitation of liability or the exclusion of certain damages or any portions thereof, are unenforceable for any reason, our liability shall be limited to the maximum extent permitted by law.
- .8 Termination of Services. **Global Crossing** may discontinue or limit use of the Services by a Customer without liability and without notice, for the following reasons: a) The Services are being used in violation of any applicable law or regulation; b) The Services are being used in an unauthorized or fraudulent manner; c) The use of the Services adversely affects **Global Crossing's** equipment or its service to others; d) Such action is necessary to meet the exigencies of an emergency. **Global Crossing** may discontinue the Services without liability and with notice as required by law if a) Customer fails to pay undisputed charges for Services provided; b) Customer fails to perform any other material obligation or violates any material term or condition of this Price List, and such failure or violation is not cured within thirty (30) calendar days following notice by **Global Crossing**; or c) **Global Crossing** has other good cause to terminate service. Termination of the Services, for any cause, shall not release Customer from any liability which at the time of termination had already accrued to Customer or which thereafter accrues for any act or omission occurring prior to the termination or from an obligation which, by its nature, survives termination.
- .9 Performance Excused. **Global Crossing's** performance shall be excused if said performance is delayed or prevented due to events known as force majeure, acts of any third party, or any cause(s) beyond our reasonable control, including, but not limited to, fire, vandalism, floods, storms, natural disasters, cut cable, terrorism, power failures or labor difficulties.

- .10 Customer Responsibilities. You agree to provide us with the access and support required to allow us to implement, maintain and provide the Services. You shall ensure that the facilities or equipment provided by you are properly interconnected with the Services, facilities and equipment provided by **Global Crossing**. **Global Crossing** shall not be liable for any damages or losses caused by the failure of equipment, inside wire or other facilities provided by you or a third party and you shall be liable if such facilities cause damage to **Global Crossing**, our customers, and/or our providers. You are solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of Services and **Global Crossing** shall have no liability therefore.
- .11 Miscellaneous.
- .11.1 **Global Crossing** may revise the terms and conditions of this Price List. We may decrease prices without prior notice. Increases to the prices or material changes to the Price List shall be effective no sooner than thirty (30) days after notice is provided in a bill insert, as a message printed on your bill, in a separate mailing, or by Email. If you do not agree to the revision(s), you must terminate your Service(s) immediately by contacting **Global Crossing** at the above telephone number or address, subject to the termination provisions of the Price List. By continuing to use the Services subject to this agreement after revisions are in effect, you are accepting and agreeing to all revisions. If you have an agreement, the terms and conditions of the agreement prevail over the Price List.
- .11.2 Either party's failure to enforce any of the provisions of the Price List or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of the Price List. Any waiver must be written and signed by the Parties. The invalidity or unenforceability of any part of the Price List will not affect the other parts thereof, and the remaining terms and conditions of the Price List shall continue to apply as necessary to reflect the original intention of the parties.
- .11.3 Customer shall not transfer, assign or resell the Services without the prior written consent of **Global Crossing**. **Global Crossing** may freely assign or transfer all or part of our rights under the Price List without notice.
- .11.4 This Price List shall not provide any third party with a remedy, claim or right of reimbursement.
- .11.5 Services are offered in locations where made available by **Global Crossing** in its sole discretion.
- .11.6 No waiver of any breach of this Price List will be deemed a waiver of any future breach.
- .11.7 Nothing in this agreement shall prevent a customer from filing a complaint with the CPUC. If you wish to file a complaint you may do so by contacting the CPUC online at [www.cpuc.ca.gov](http://www.cpuc.ca.gov) or by calling 1-800-649-7570 or in writing to Consumer Affairs Branch, 505 Van Ness Avenue, San Francisco, CA 94102.