

Concentric Connects Dedicated Internet Access (DIA) Service Level Guarantees

Network Availability Guarantee

The XO IP Network, which includes the network access port and the XO IP backbone network, is guaranteed to make Service available to Customer one hundred percent (100%) of the time. (The XO IP backbone network includes XO provided routers and transmission.) If this Guarantee is not satisfied during a calendar month, Customer will be credited one thirtieth (1/30th) of the MRC for each full hour of Service nonavailability.

Latency Guarantee

The XO® IP backbone network is guaranteed to have an average roundtrip packet transit time within the XO IP backbone network of no more than 65ms. (This average latency is measured as the average of 15minute samples across the XO IP backbone network as taken throughout a calendar month.) If this Guarantee is not satisfied during a calendar month, Customer will be credited one thirtieth (1/30th) of the MRC for each full 1ms exceeding the 65ms average.

Packet Loss Guarantee

The XO IP network is guaranteed not to cause an average packet loss of more than one percent (1%) during any calendar month. If this Guarantee is not satisfied during a calendar month, Customer will be credited one thirtieth (1/30th) of the MRC for each full percentage point above the one percent (1%) average maximum.

Network Jitter Guarantee

The XO IP network is guaranteed not to cause a maximum average network jitter delay of more than 1ms during any calendar month. If this Guarantee is not satisfied during a calendar month, Customer will be credited one thirtieth (1/30th) of the MRC for each full millisecond (1ms) exceeding the 1ms average.

Limitations on Service Level Guarantees

Each of the following four Service Level Guarantees is subject to the following performance and measurement limitations: (1) Customer must contact XO Customer Care at **1.888.575.6398** to open a ticket and request an SLA credit; (2) the total amount credited may not exceed the applicable monthly recurring charge (MRC) for the affected DIA Service; and (3) measurements will not include local access (*e.g.* local loop), Customer Premise Equipment (CPE), Customer's Local Area Network (LAN), any scheduled maintenance event, Customer caused Service interruptions (including those resulting from the action or inaction of third parties Customer controls or has the capability to control; interconnections to or from, and connectivity within, other Internet Service Provider (ISP) networks, and *force majeure* events defined or described in the Agreement.

REV. 05/08/08