

XO Hosted Exchange Service Level Guarantee

The XO Hosted Exchange Service Level Guarantee, which applies for users with a Hosted Exchange Mailbox, is 99.999% Overall Service Availability, as such term is defined below during the monthly billing period.

The service level covers the following three areas:

1. Access to email messages in the Hosted Exchange mailbox through MAPI or Outlook Web Access (OWA);
2. Ability to send and receive new email messages; and
3. Ability to add, change or delete a Hosted Exchange Mailbox.

The "Overall Service Availability" is the weighted average of the availability of the three components above, with each component accounting for one-third (1/3) of the overall availability.

If the Hosted Exchange Overall Service Availability during a monthly billing period is less than 99.999%, Customer will be eligible to receive a prorated credit for each minute of failure below 99.999% for the given billing period, with the credit being calculated on the basis of that month's service charge for the affected Hosted Exchange mailboxes. In the event Customer has multiple users with Exchange Mailboxes, credit will only be granted for users affected by the outage.

Credits will be issued according to the following formula:

Credit = (99.999% - Overall Service Availability %) X Exchange mailbox MRC.

Limitations, Exclusions and Conditions

The SLA Guarantee will not apply to Service outages caused by, or associated with:

- Any failure of performance due to acts of God, acts of war, labor difficulties or the acts or omissions of any third party over whom XO has no right or ability to control;
- Failure of access circuits provided by third parties to the XO Network, unless such failure is caused solely by XO;
- Scheduled maintenance, including upgrades, security patches, and emergency maintenance;
- Domain Name Server ("DNS") issues beyond the direct control of XO including, without limitation, DNS Propagation or any delays in the registration or transfer of a domain name due to domain registrar or registry issues; browser or DNS caching that may make a service appear to be inaccessible when others can still access it; improper configuration or unavailability of authoritative DNS for Customer's domain unless XO is providing authoritative DNS; improper configuration of Customer's MX or other DNS records;
- POP, IMAP, SMTP, ActiveSync® or BlackBerry® mobility access issues;
- Delayed delivery of email, or issues associated with Junk Mail filtering;

- Any act or omission of Customer or its agents or contractors including, without limitation, security violations including excess scanning of ports on the XO network, or Hosting infrastructure; improper configuration of client software, or firewalls; incorrect changes to default DNS records hosted by XO when XO is authoritative; improper configuration of DNS records when XO is not authoritative; or any use of Service in violation of XO's Acceptable Use Policy;
- Outages elsewhere on the Internet that hinder access to a hosted account.

Credit eligibility and request process

To be eligible for a credit:

(1) Customer's account(s) must be current in all respects, without any Service charges past due and owing;

(2) Credit requests must be for the specific mailboxes impacted;

(3) Customer must complete the online form in the XO Gateway within ten (10) calendar days of the unavailability of a mailbox and provide such other information as may be requested by XO.

Any evidence of fraudulent bulk submissions using the online form or via e-mail or unauthorized

submissions may result in the immediate termination of Service.

Credit applies to the monthly service charge for the Hosted Exchange mailboxes of the affected users for the month in which the outage(s) occurred up to a maximum of 50% the monthly service fee for said users Hosted Exchange Mailbox fees in any given month. Credits awarded will not apply to any fees paid for domain name registration or renewal or add-on purchases of disk space, premium junk mail options, mobile options, or related third party services and will be made to the customer's account within two billing cycles after confirmation of the Service outage.

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