

XO WIDE AREA NETWORK SERVICES SERVICE LEVEL AGREEMENT AND ASSOCIATED CREDITS

XO Wide Area Network (“WAN”) Services adhere to the following Service Level Agreement (“SLA”) and Credit policies:

1.0 Definition. This SLA applies to the XO MPLS-enabled IP Network (“MPLS Network”). The MPLS Network includes Customer’s access termination port on the XO Aggregation Router and the XO MPLS-enabled IP backbone. The MPLS Network does not include any Customer Premise Equipment or local loop facilities.

2.0 Network Availability

(a) Guarantee: The MPLS Network is guaranteed to be available and able to forward Frame Relay and Ethernet frames 100% of the time per Table 1 below.

(b) Credits: If the Network Availability guarantee is not met in a calendar month, Customer will receive a credit equal to 1/30th of the Monthly Recurring Charge (MRC) for that month for each full hour of outage. No credits will be available for the non-availability of usage-based Service. In addition, if the affected VPN Port is at another carrier’s location or “hub” location, Customer will be entitled to receive a credit based on the MRC for the hub only and not the associated end-link Circuits.

3.0 Latency

(a) Guarantee: The MPLS Network is guaranteed to have a round-trip packet transit time per the times set forth in Table 1 below. Latency is measured as the average of five-minute samples across the MPLS Network taken throughout the calendar month.

(b) Credits: If the Latency guarantee is not met in a calendar month, Customer will receive a credit equal to 1/30th of the MRC for that month for each full 1ms above the average maximum guaranteed under this SLA. No credits will be available for the non-availability of usage-based Service.

4.0 Packet Delivery Guarantee

(a) Guarantee: The MPLS Network is guaranteed to deliver either IP packets or Ethernet frames at the percentages seen in Table 1 below. Packet Delivery is measured as the average of five-minute samples across the XO MPLS Network taken throughout the calendar month.

(b) Credits: If the Packet Delivery Guarantee is not met in a calendar month, Customer will receive a credit of 1/30th of the MRC for that month for each full 1% below above the average minimum guaranteed under this SLA. No credits will be available for the non-availability of usage-based Service.

Table 1

CoS*	Latency	Packet Delivery	Jitter	Port Availability
Real Time	48 ms	100%	500 us	100%
Critical Plus	48 ms	99.99%	800 us	100%
Critical	48 ms	99.99%	800 us	100%
Priority Plus	48 ms	99.90%	900 us	100%
Priority	48 ms	99.9%	900 us	100%
Standard	55 ms	99%	1 ms	100%

*Class of Service does not guarantee traffic delivery if the port is over utilized.

5.0 Mean Time to Repair (MTTR) Objective. The XO MPLS Network is targeted to meet a MTTR objective of four (4) hours.

6.0 Credit Limits. Total credits under this SLA are limited to the monthly recurring charge for the affected IP VPN or Ethernet VPLS Service port for the month in which the service does not meet the guarantees.

7.0 No Credit Allowances

Credit Allowances do not apply to SLA failures:

- (a) caused by Customer or its End User or their agents or contractors;
- (b) resulting from a power failure at Customer or End User premises;
- (c) resulting from the failure or malfunction of non-XO-provided equipment or systems;
- (d) Force Majeure events;
- (e) occurring during any period in which XO is not given access to Customer or End-User Premises; or,
- (f) occurring during any scheduled maintenance, unscheduled emergency maintenance, or changes in Service requested by Customer.

8.0 Credit Eligibility Requirements. To be eligible to receive a credit for XO's failure to meet any SLA, Customer must call XO Customer Care at 1.888.575.6398 within 60 days of the failure to request a SLA credit.

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