

XO® Managed Server Service Level Guarantee

Managed Server Availability Guarantee

The XO Managed Server Service Level Guarantee is 99.9% for network, and server availability during a monthly billing period. Server availability is defined as the total number of hours in a monthly billing period (based on a 24-hour day and a 30-day month) that a server is available for remote access and for performing any of the following functions: web site hosting, running custom applications, running 3rd party vendor applications, or other essential functions, as determined by XO. (The Guarantee allows for 43 minutes of non-consecutive Service outage during a monthly billing period.) Only outages lasting a minimum of ten (10) consecutive minutes are considered a Service Outage for calculating server availability. If server availability during a monthly billing period is less than 99.9%, Customer will be eligible to receive the following credits, based on the applicable percentage of Monthly Recurring Charges:

<u>Managed Server Availability</u>	<u>Credit Percentage</u>
98.0% -- 99.8%	25%
97.9% or less	50%

Limitations, Exclusions and Conditions

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

- Any failure of performance due to server crashes caused by the operating system or any installed 3rd party applications;
- Any failure of performance due to acts of God, 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, 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 website appear to be inaccessible when others can still access it;
- FTP, POP, IMAP, SMTP or shell Customer access issues;
- Any act or omission of Customer or its agents or contractors including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc.); exceeding allowable monthly Site Traffic allocation; or any use of Service in violation of XO's Acceptable Use Policy;
- Email or Web Mail delivery and transmission; or
- Outages elsewhere on the Internet that hinder access to the Managed Server.

To be eligible for a credit: (1) a 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 hosting account impacted by an unavailability of one or more servers; (4) Customer must complete the online form in the XO® Gateway within ten (10) calendar days of the unavailability of a server 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. Credits awarded will not apply to any fees paid for domain name registration or renewal or add-on purchases of email boxes, disk space, traffic or Resource Units, and will be made to the Customer's account within two billing cycles after confirmation of the Service outage.