

## XO High Speed IP Transit Service (Carrier Services)

### Service Level Agreement (“SLA”)

#### 1.0 Service Availability.

1.1 Service is guaranteed to be available 99.99% of the time. Service will be considered unavailable if the XO IP Network is unable to send or receive traffic. The XO IP Network includes Customer’s access port (the port on the XO aggregation router upon which Customer’s Circuit terminates) and the XO IP backbone network. The XO IP backbone network includes XO owned and controlled routers and Circuits (including any transit connections). The guarantee does not include the local access Circuit (e.g. local loop), Customer Premises Equipment (router or CPE) or Customer’s Local Area Network (LAN), nor does it include scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other Internet service provider (ISP) networks, or Force Majeure Events.

An outage is deemed to commence upon XO’s verification of a disruption of Service as reported by Customer pursuant to XO’s trouble ticketing procedures (“Outage”). An Outage is deemed to end when Service is fully operative, less any delay experienced by XO while either awaiting additional Service information from Customer or access to Customer Premises. If Customer reports that Service is inoperative, but refuses to release it for testing and repair, the Service is considered impaired, but not an Outage for the purposes of this SLA. If credits are due for a particular Outage, credits will not be payable under Sections 2.0, 3.0 or 4.0 for the same Outage.

1.2 If Service becomes unavailable for reasons other than an Excused Outage, as defined in Section 5.0 below, Customer will be entitled to a credit equal to the greater of: (i) the IP port MRC (except for any High Speed IP Transit Service billed on an Aggregate CDR basis) for the affected IP port (if applicable), or (ii) the actual usage charges, if any, (calculated on a per Mbps basis at the contracted per Mbps rate) associated with the affected IP port for the particular month. Credits, in each case, are based on the cumulative unavailability of the affected IP port in a given calendar month as set forth in the following table:

For XO High Speed IP Transit Service: Cumulative Unavailability (in hrs:mins:secs)	Service Level Credit
00:00:01 - 00:05:00	No Credit
00:05:01 - 00:45:00	5%
00:45:01 - 04:00:00	10%
04:00:01 - 08:00:00	20%
08:00:01 - 12:00:00	30%
12:00:01 - 16:00:00	40%
16:00:01 - 24:00:00	50%
24:00:01 or greater	100%

For Service outages of the IP Transport Extension, the XO Wavelength Service Level Agreement located at [www.xo.com/legal](http://www.xo.com/legal) is applicable.

2.0 Latency. The latency service Level for XO High Speed IP Transit Service is as set forth in the following table:

Route	Latency Service Level
Intra- U.S.	55 ms

Latency is measured as an average round-trip delay over a calendar month for traffic on the XO IP Network between gateways. Average latency is measured as the average of fifteen (15) minute samples across the XO IP Network as taken throughout a calendar month. This Latency guarantee does not include the local access circuit (e.g. local loop), CPE or Customer’s LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.

In the event of a latency delay in excess of 55 ms for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the port MRC (except for any XO High Speed IP Service billed on an Aggregate CDR basis) for the affected IP port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected IP port for the particular month. Credits, in each case, are set forth in the following table:

Amount of Latency in Excess of Service Level	Service Level Credit
0.1 - 5 ms	10%
5.1 - 10 ms	20%
10.1 - 15 ms	30%
15.1 - 20 ms	40%
20.1 - 25 ms	50%

25.1 ms or greater	100%
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**3.0 Packet Loss Service Level.** The XO IP Network is guaranteed to have a monthly average packet loss of no greater than 0.5% during any calendar month. Average packet loss is measured as the average of fifteen (15) minute samples across the XO IP Network as taken throughout a calendar month. This packet loss guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.

In the event XO does not meet this packet loss service level guarantee for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the IP port MRC (except for any XO High Speed IP Service billed on an Aggregate CDR basis) for the affected IP port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected IP port (if applicable) for the particular month. Credits, in each case, are set forth in the following table:

Packet Delivery	Service Level Credit
99.49%	10%
99 - 99.48%	20%
98 - 98.99%	30%
97 - 97.99%	40%
96 - 96.99%	50%
95.99% or less	100%

**4.0 Network Jitter Service Level.** The XO IP Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. This jitter guarantee does not include the local access circuit (e.g. local loop), CPE or Customer's LAN, scheduled maintenance, Customer caused outages or disruptions, interconnections to or from, and connectivity within, other ISP networks, and Force Majeure Events.

In the event XO does not meet this jitter service level guarantee for reasons other than an Excused Outage, Customer will be entitled to receive a credit equal to the greater of: (i) the IP port MRC (except for any XO High Speed IP Service billed on an Aggregate CDR basis) for the affected IP port (if applicable), or (ii) the actual usage charges, if any, (calculated on a Mbps basis at the contracted per Mbps rate) associated with the affected IP port (if applicable) for the particular month. Credits, in each case, are set forth in the following table:

Amount of Jitter in Excess of Service Level	Service Level Credit
0.1 - 5 ms	10%
5.1 - 10 ms	20%
10.1 - 15 ms	30%
15.1 - 20 ms	40%
20.1 - 25 ms	50%
25.1 ms or greater	100%

**5.0 Excused Outage.** An "Excused Outage" is an outage: (i) caused by the acts or omissions of Customer and/or its End User or agents; (ii) due to failure of power at the Customer or End User Premises; (iii) caused by the failure or malfunction of non-XO equipment or systems, including off-net local loops; (iv) related to a Force Majeure Event; (v) during any period in which XO is not given access to the Premises; or (vi) caused by maintenance.

**6.0 Chronic Outage.** Customer may elect to disconnect an affected XO High Speed IP Transit Service prior to the end of the Service Term without incurring early termination charges if, for reasons other than an Excused Outage, Service experiences an Outage: (i) on three (3) or more separate occasions of more than twelve (12) hours each; or (ii) a single continuous Outage of more than forty- two (42) hours in the aggregate in any calendar month.

Customer may only terminate Service by providing XO written notice of such Chronic Outage within thirty (30) days after the event(s) giving rise to a right of termination hereunder. Except for any credits that have accrued pursuant to this SLA, Section 6.0 sets forth the sole and exclusive remedy of Customer for Chronic Outages.

**7.0 Credit Limits and Reporting Procedures.** Total credits awarded for Service during any calendar month for failure to meet any one or more of the guarantees set forth in this SLA will not exceed the total monthly recurring charge for the affected Service. To be eligible for a credit, Customer must report any failure(s) by contacting XO Customer Care at 800.421.3872 and opening a trouble ticket. Customer must comply fully with any information requests made by XO in connection with the Outage.

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