XO Enterprise SIP
Service Level Agreements and Associated Credits

ESIP Services adhere to Service Level Agreements ("SLAs") and Credit policies as set forth herein.

I. Network

For ESL locations and Customer branch locations served by the XO MPLS Network, as defined below, ESIP Services adhere to the Service Level Agreements and Credit policies for XO Wide Area Network ("WAN") Services set forth at www.terms.xo.com, and as summarized below. In the event of a conflict between the SLA terms and conditions related to WAN Services set forth at www.terms.xo.com, and those set forth below, the terms and conditions related to WAN Services set forth at www.terms.xo.com shall control.

Network Availability Guarantee

The MPLS Network, as defined in this section, is guaranteed to be available and capable of forwarding Frame Relay and Ethernet frames 100% of the time, as averaged over a calendar month. The XO MPLS network includes Customer's Frame Relay or Ethernet access port (port on the XO aggregation router upon which Customer's circuit terminates) and the XO MultiProtocol Label Switching ("MPLS")-enabled IP backbone. The XO MPLS-enabled IP backbone includes all XO-owned and controlled routers and circuits used to transport MPLS traffic.

The XO MPLS Network Availability guarantee does not include the local access circuit (local loop), Customer Premise Equipment (router or CPE) or customer's Local Area Network ("LAN"), scheduled maintenance events, network events on redundant network elements, Customer caused outages or disruptions, and force majeure events (defined in the relevant service contract).

If the Network Availability guarantee is not met in a calendar month, Customer will receive a credit of $1/30^{th}$ of the MRC for that month for each full hour of outage in excess of the 100% guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

Network Latency Guarantee

The XO MPLS Network (as defined in the previous section) is guaranteed to have an average round-trip packet transit time within the XO MPLS Network over a calendar month within the time frames stated in Table 1 below. The average latency is measured as the average of five-minute samples across the XO MPLS Network taken throughout the month.

The XO MPLS Latency guarantee does not include the local access circuit (local loop), CPE or Customer's LAN, scheduled maintenance events, Customer caused outages or disruptions, and force majeure events (defined in the relevant service contract).

If the Latency guarantee is not met in a calendar month, Customer will receive a credit of $1/30^{th}$ of the MRC for that month for each full 1ms above the average maximum guaranteed under this SLA.

Limits on the credit and the reporting procedures are detailed below.

Packet Delivery Objective

The XO MPLS Network (as defined in the first section) is targeted to deliver either Frame Relay or Ethernet frames within the XO MPLS Network at the percentages set forth in Table 1 below, averaged over a calendar month.

TABLE 1

*Classes	Latency	Packet Delivery	Jitter	Availability
Realtime	48ms	100%	500us	100%
Critical	48ms	99.99%	800us	100%
Priority	48ms	99.9%	900us	100%
Standard	55ms	99%	1ms	100%

*Class of Service does not guarantee delivery of traffic in the event of over utilization of the port.

Mean Time to Repair (MTTR) Objective

The XO MPLS Network (as defined above) is targeted to meet a MTTR of four (4) hours.

II. VOICE

For ESIP Voice Service outages due exclusively to the fault or failure of XO, Customer, after an outage has been reported and the fault or failure is shown, will receive credit based on the MRC for the applicable ESIP Voice Service as follows:

1 hour to 4 hours	1/4 day credit
4 hours to 8 hours	3/4 day credit
8 hours to 24 hours	1 day credit
Over 24 hours	1 day for each 8 hour period over 24 hours

III. CREDIT LIMITS AND REPORTING PROCEDURES

Total credits under this SLA are limited to 100% of the MRC for the affected ESIP Service for the month in which the Service does not meet the guarantees. The above guarantees do not include the local access circuit (e.g. local loop), Customer Premises Equipment (router or CPE) or Customer's LAN, scheduled maintenance events, Customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider ("ISP") networks, and force majeure events (as defined in the relevant service contract). To report a Service failure and request an SLA credit, Customer must call XO Customer Care at 1.888.575.6398.

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