

Effective October 5th, 2010, this product is being replaced by XO® iPBX Enhanced Service, and will no longer be offered to new customers.

XO™ One iPBX

I. Service Description

XO One iPBX Service (“Service” or “iPBX Service”) is a managed service offering consisting of: (i) the provision of PBX, telephone handset(s) and other equipment (collectively “Equipment”) at Customer-specified service location(s) (“Premises”); (ii) the maintenance of Equipment at such Premises; or (iii) the furnishing of voice and data access, local, and long distance services. Service is provided, in part, via a PBX that typically accommodates customers with digital, analog or IP telephone stations and allows access to XO’s network.

The PBX furnished as part of Service provides basic voice service calling features with each telephone number ordered. Customer may select either IP, digital or analog telephone handsets. In order for Customer to qualify for IP telephone handsets for use in connection with the Service, Customer must qualify itself as IP-ready. Otherwise, Customer may subscribe to Service using digital or analog telephone handsets.

XO will evaluate, design, provision, maintain and manage Service based on a configuration proposed to, and accepted by, Customer.

II. Agreement; Price Changes; Service Requirements and Restrictions

1. Agreement. These terms and conditions together with those set forth in the Service Order Agreement (“SOA”), including any applicable attachments, as well as any applicable tariffs, XO’s Acceptable Use Policy (“AUP”) found at www.xo.com/legal/index.html and the General Terms and Conditions, all of which are incorporated herein by reference and made part of the Agreement govern XO’s provision of iPBX Service.
2. Pricing and Price Changes. Cancellation of Service by Customer after Service is ordered, but prior to Service availability will result in early termination charges. Changes to an accepted PBX configuration prior to its installation will result in configuration change charges. Refusal by Customer to accept Service upon its availability will result in a “Not Ready for Service” or delay charge. XO may modify the rates and prices for Service. If it does so, XO will notify Customer in writing in advance of any price increase in accordance with the requirements set forth in the General Terms and Conditions but any price reduction will be effective without notification to Customer.
3. Security Deposit. If Customer has a past due balance in two (2) or more billing periods, consecutive or separate, XO reserves the right to require, and Customer agrees to promptly pay, as a security deposit one (1) month’s Service Fees and one (1) month’s average Long Distance Service charges as a security for the performance by Customer of its obligation under this Agreement. Security Deposit will be applied as credit back to Customer in the last monthly invoice of the original term of this Agreement.
4. Service Requirements. To receive iPBX Service, Customer must execute, and XO must accept, a Service Order Agreement (“SOA”) with an appended “Statement of Work” establishing the rights and obligations of Customer and XO (including its contractors) with regard to the provisioning of Service and Equipment. The Statement of Work or SOA shall include a “Service Configuration” and:

- a. an E911 Disclosure Addendum indicating that any E911 calling capability associated with Service:
 - i. may not be available during an electrical power outage affecting the Service location;
 - ii. will not be available if Customer's broadband connection service has been disrupted and not restored;
 - iii. will not be available if Service has been discontinued for any reason, including Customer nonpayment;
 - iv. may not be available at locations other than the location for which a Service address has been furnished to XO;
 - v. may not be available or may be routed to emergency personnel unable to respond, if Customer has disabled or damaged XO provided Interactive Access Device or removed it to a location other than one for which a Service address has been provided to XO; or
 - vi. may be delayed or unavailable due to network congestion or other problems affecting the network. Customer is strongly encouraged to acquire and maintain alternative means of accessing E911 or other emergency response service and to inform its authorized users of emergency calling alternatives available to them;
5. Service Restrictions. Under no circumstance may Customer or its employees, agents, contractors or subcontractors move the Equipment furnished as part of Service. XO reserves the right either to discontinue furnishing Service or to move Customer to an alternative usage plan or product if Customer's usage, in XO's sole discretion, is deemed not to be that of a typical business user or if the Service is being used by Customer for any prohibited application. Customer will remain responsible for any applicable early termination charges if Customer chooses to terminate Service as a result of XO's discontinuation of Service or XO's modification of Customer's usage plan or product.
6. Right to Terminate. Notwithstanding anything contained in this Agreement to the contrary, XO's provision of the Services to Customer is at XO's option, and XO reserves the right to determine, in its sole discretion, not to arrange for or to discontinue provision of such Services and to terminate this Agreement for any reason whatsoever by giving Customer not less than one hundred and twenty (120) days prior written notice thereof. Such Service termination by XO may be based upon, but not limited to, a determination that the rules, regulations or policies of the Federal Communications Commission, state Public Utility Commission or equivalent regulatory entity, or any other applicable federal, state, or local governmental agency or entity may cause the provision of such Services to be unlawful, unprofitable, impractical or undesirable in the sole determination of XO.

III. Default; Remedies; Assignment and Disclaimer of Warranty

1. Default. In addition to the default provision set forth in General Terms and Conditions, Customer will be in Default if:
 - a. Customer abandons or vacates the Premises; or
 - b. Customer breaches the lease or other occupancy agreement under which Customer has the right to occupy the Premises and such breach is not cured within any cure period provided therein; or
 - c. Without the prior written consent of XO, Customer disconnects, discontinues or decreases the use of the Service or Equipment described in the SOW.
2. Remedies Upon Default

- a. Upon the occurrence of a default by Customer, XO will have the right to terminate the Service(s) and, at XO's option, to collect all future Monthly Recurring Charges to which XO is entitled hereunder during the remainder of the then current term of this Agreement, either in a lump sum (discounted to present value at a rate of two percent (2%) plus the rate of the U.S. Treasury Note whose term expires closest to the expiration of the term of this Agreement), or to collect such payments as provided for hereunder. The parties agree that such amount is a fair and equitable amount as liquidated damages. XO will also have the right to enter upon the Premises to repossess or move any Equipment. Security deposits, where applicable, will be credited against the undisputed charges before additional collection is required.
 - b. The above right shall be cumulative and in addition to any other rights or remedies available to XO at law or in equity.
3. Assignment. Notwithstanding anything to the contrary, XO may assign this Agreement or grant a security interest in this Agreement, in whole or in part, with 30 days prior notice to Customer, and XO's assignee or secured party may reassign this Agreement or its security interest with 30 days prior notice to Customer. Each assignee or secured party of XO will have all of the rights of XO under this Agreement. Customer will recognize each assignment or security interest granted by XO. XO may also subcontract the obligation to perform any of the obligations with respect to the Services or provide any of the Equipment without Customer's consent, however, no such subcontracting shall relieve XO from its responsibility for the performance of such obligations.
4. DISCLAIMER OF WARRANTY. IN CONNECTION WITH THE SERVICES AND EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE LICENSES ASSOCIATED THEREWITH, XO HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IV. Local Services

Where Customer is being provisioned with local services that are tariffed, applicable state tariffs, which may be modified by XO from time to time in accordance with law, will govern the provision of local service furnished as part of the iPBX Service. All local service-related rates, charges and surcharges apply to the voice portion of Service, e.g., Local Directory Assistance, Local Operator Services and Directory Listings, with the exception of the Federal Subscriber Line Charge and Local Number Portability charges that XO reserves the right to impose in the future. Additional analog lines may be purchased for additional charges.

V. Long Distance Services

iPBX Service includes an allotment of inbound and outbound domestic long distance calling minutes subject to the limitations and usage requirements described below. Charges for international long distance calling will be billed at the then current service rates reflected at www.terms.xo.com. In addition:

1. International Outbound calls to Canada, Mexico and other international destinations will be priced at the applicable Dedicated LD rates. See Message Toll charges at www.terms.xo.com.
2. The minimum charge for a call is sixty (60) seconds, and each call will be billed in ten (10) second increments for domestic calls and sixty (60) second increments for international calls with rounding up to the next whole minute.
3. Long Distance & International Operator Services (intrastate and interstate); Dial "00" Long Distance and International Operator Services (intrastate and interstate); Dial "00;" and Long Distance Directory Assistance (411 or NPA 555-1212) will be charged

at the then current service rates. See www.terms.xo.com for rates applicable to Long Distance and International Operator Services.

4. Calling Card charges will be billed at then-current service rates.
5. Conference Calling charges will be billed at then-current service rates.

VI. Data Services

Dedicated Internet Access service can be provided with the iPBX Service. If such service is provided, the applicable product-specific terms and conditions relating to these offerings located at www.terms.xo.com shall apply.

VII. FLEX, SIP and FLEX VPN Services

Network access can be provided through integrated circuits carrying both voice and data traffic. Such converged services allow the dynamic allocation of available bandwidth so that data transmission speeds may increase whenever voice services are not in use. The product-specific terms and conditions relating to these offerings are located at www.terms.xo.com.

VIII. Service in Locations where XO is not the Voice and/or Data Network Service Provider

1. Customer acknowledges that it may have Quality of Service ("QoS") issues or other service related interruptions with circuits provided by a third party carrier (collectively "Third Party Issues").
2. Third Party Issues could adversely affect Customer's communication solutions, including, but not limited to, inbound and outbound 4 digit dialing, and voicemail service. XO is not responsible for such issues and Customer agrees to assume all responsibility for resolving any Third Party Issues.
3. If Customer elects for XO to provide the iPBX Service in locations where XO does not otherwise provide voice services, Customer agrees to be responsible for ordering and paying for local voice service and a basic business line to be delivered, tested and operational at Customer's premise no later than five (5) days prior to the iPBX installation.
 - a. The basic business line will provide XO with remote access 7x24 to perform routine maintenance and technical support initiated by Customer.
 - b. Customer agrees not to intentionally disconnect the physical remote access line or limit XO's ability to remotely access the system throughout the term of the Agreement or any mutually agreed upon extension thereto.
4. If during the course of XO supporting an open trouble ticket, XO recognizes a Third Party Issue, XO will troubleshoot the effort on a time and materials basis at XO's then-current rates and Customer agrees to pay such charges.
5. If Customer desires XO to work directly with the third party circuit carrier to resolve Third Party Issues, Customer will provide XO with prior written permission via a Letter of Agency (LOA). XO will provide third party circuit support as needed, on a time and materials basis at XO's then-current rates. Customer agrees to pay such applicable charges to XO.

IX. Equipment

If XO or its contractors and agents provide Customer with the Equipment needed to use iPBX Service, XO will retain all rights, title and interest in Equipment and such rights, title and interest in said Equipment shall not vest in Customer or any third party. Equipment delivered to Customer is only to be used in conjunction with the iPBX Service and Customer is not authorized to use the Equipment for any other purpose. XO may terminate the Agreement and remove the Equipment from Customer's premises if the requirement in the preceding sentence is violated. Customer will take all reasonable measures to protect and care for the Equipment as it would its own equipment. Customer shall be responsible for all loss, damage or destruction of the Equipment from the date of

delivery to Customer's premise until the date the Equipment is removed from Customer's premises by XO or its contractors or agents. Upon termination or expiration of the Agreement, the Equipment must be in the same condition as when originally delivered, normal wear and tear excepted. If Equipment cannot be recovered by XO, or if Equipment is damaged beyond the ordinary wear and tear resulting from its use, Customer will be liable to XO for either the replacement value of the Equipment or its repair costs, both of which shall be determined by XO.

X. Equipment Maintenance Services

If XO or its contractors and agents provide and continue to own the Equipment needed for Customer to use iPBX Service, then during the Initial Term or any renewal thereof, XO or its designee shall furnish maintenance of the Equipment when required, provided that the Equipment is used in compliance with XO's normal operating instructions and not abused or modified by Customer. Maintenance is defined as fault isolation and diagnosis, hardware replacement for defective hardware, and software updates for defective software. Customer will be responsible for making any requests for maintenance by contacting XO via telephone or by giving XO written notice. Maintenance services may be provided by remote access to Customer's Equipment.

1. Moves, Adds & Changes (MACs). XO's maintenance obligations do not include moves and changes or installation of additional Equipment. Moves, adds, and changes; application configuration or troubleshooting, or any other services not covered under this Agreement will be quoted to Customer at XO's then-current rates.
2. Applications. If Customer requires help with configuring applications after installation Customer will be charged at XO's then-current hourly rates.
3. Coverage Hours. XO's maintenance coverage applies during Standard Business Hours: 8:00a.m. to 5:00p.m. in the time zone of the covered Equipment, Monday through Friday, excluding XO observed holidays. At Customer's request, XO will perform maintenance services from 5:00p.m. to 8:00a.m. at XO's then-current overtime labor rates.
4. Response Intervals. Response interval is measured from the time Customer initiates requests for maintenance service by contacting XO via telephone or by giving XO written notice. Hours are stated in Coverage Hours. Maintenance work will be performed during Customer's specified coverage hours. XO's response to Customer's request for maintenance services will include contacting Customer, remotely accessing the Equipment or by dispatching technical resources to Customer's premise. XO will then diagnose and remedy the fault. XO's response intervals are stated below:
 - a. Major Failure. Within (4) hours of a properly reported request for maintenance service
 - b. Minor Failure. Within (8) hours of a properly reported request for maintenance service.
5. Definition of Major/Minor Failures
 - a. Major Failure. A malfunction in the switching, cabling or other common portion of the Equipment affecting more than twenty-five percent (25%) or more of the trunks, or resulting in a loss of service to more than twenty-five (25%) of either the stations, the attendant console or common control processor; or twenty-five percent (25%) or more of the peripheral equipment supported by the common control processor.
 - b. Minor Failure. Any failure that is not included in the definition of a Major Failure.
6. If the Maintenance Services include provision of replacement hardware, replacement hardware provided as part of Maintenance Services may be new or the functional equivalent and will be furnished only on an exchange basis. Returned hardware that has been replaced by XO will become XO's property.

7. XO may discontinue or limit the scope of Maintenance Services for Equipment that a third party manufacturer has declared “end of life,” “end of service,” “end of support,” “manufacture discontinue” or similar designation (“End of Support”) from time to time. XO will endeavor to provide prompt notice upon the declaration of a supported Equipment as End of Support in a similar manner as other support information is provided (e.g., posting on the third party’s or XO’s customer support web sites). The discontinuance or limitation in scope will be effective as of the effective date of the manufacturer’s End of Support notice and, if discontinued, the applicable supported Equipment will be removed from the list of supported Equipment attached hereto and rates may be adjusted accordingly. To the extent XO makes available Maintenance Services for End of Support Equipment (“Extended Support”), the description of specific Maintenance Services included in Extended Support and the applicable fees will be available at the time of XO’s notice. Upon Customer’s request, XO will make available the then-current list of supported Equipment subject to End of Support.
8. XO may electronically monitor supported Equipment for the following purposes:
 - a. remote diagnostics and corrective actions;
 - b. to determine applicable charges;
 - c. to verify compliance with applicable software license terms and restrictions. Customer will provide XO with any necessary dial-up connection and other assistance for such remote access
9. None of the following are included in Maintenance Services provided by XO:
 - a. Diagnosis or support of equipment or software other than supported Equipment provided by XO in connection with the iPBX Service, including without limitation, systems interfacing with supported Equipment
 - b. Support of user-defined applications;
 - c. Making corrections to user-defined reports;
 - d. Data recovery services;
 - e. Services associated with relocation of supported Equipment;
 - f. Support of Equipment used in breach of applicable license restrictions or contrary to capacity and other use limitations under which the Equipment was licensed by the manufacturer;
 - g. Support of Equipment that have had their serial numbers altered, defaced or deleted;
 - h. Maintenance or repair resulting from any of the following:
 - i. neglect, misuse, power failures or surges, fault or negligence of any persons other than XO or its contractors, or causes external to the supported Equipment;
 - ii. the combination or integration of non-XO furnished equipment, software, or facilities with supported Equipment (except as provided in the XO documentation);
 - iii. supported Equipment that have been changed, modified or altered if such changes, modifications or alterations are not performed or directed by XO;
 - iv. changes to the environment in which the supported Equipment were installed;
 - v. any failure to follow XO’s or the manufacturer’s installation, operation or maintenance instructions, including the failure to permit XO timely remote access to the supported Equipment;
 - vi. actions of non-XO or XO authorized contractor personnel; or
 - vii. force majeure conditions outside of XO’s reasonable control.

XI. Remote Accessibility and System Administration

1. Remote Access Line. XO will install an analog line(s) to remotely access the Equipment and related applications. This remote access connection may be utilized by XO 24x7 to perform routine Equipment maintenance, to provide Maintenance Services for Customer initiated service requests and Customer initiated logical Moves, Adds and Changes (MACs). Customer agrees not to intentionally disconnect

the physical remote access line or limit XO's ability to remotely access the system throughout the term of the Agreement or any mutually agreed to extension thereof.

2. Administrative Access.
 - a. Customers who administrative access will be required to have their designated PBX system administrator complete an XO approved system administrator course(s) and achieve certification.
 - i. Customer's designated system administrator will be assigned limited access to the PBX and associated application servers.
 - ii. System administrator permission will include the ability to perform:
 1. station user programming
 2. name changes
 3. station user password resets
 - iii. Customer is responsible for any service faults resulting from the improper use of their administrative access. Corrections by XO of Customer induced faults caused by Equipment configuration changes will be at then current service rates.

XII. Customer MAC Upgrade Policy

Only authorized Customer contacts can request changes. XO will provide Customer with order number and requested service date. MACs will be charged at then current service rates.

1. Upgrades.
 - a. Upgrades will be co-terminus with the current agreement
 - b. Customer will be charged and agrees to pay a non-recurring charge as designated by XO in connection with related configuration, installation & training
 - c. XO will adjust and Customer agrees to pay applicable additional monthly recurring charges for equipment and maintenance services
 - d. Upgrades cannot be requested and will not be accommodated in last 6 months of the term of the Agreement. In order to accomplish upgrades in that time period, Customer must subscribe and agree to a new term agreement
 - e. If upgrade requires new hardware, software and on-site installation and less than half of the term of the Agreement remains in place, then a new agreement may be required at XO's discretion.

Customer MAC Intervals

Type	Interval	Minimum	Incremental	Notes
Remote-Simple	2 Business Days	1 hour	1 hour	Software-only request that can be completed without knowing the exact configuration of the system (Refer to Remote- Simple Requests).
Remote-Complex	5 Business Days	1 hour	1 hour	Any software-only request that is not included in the table of Remote- Simple Requests.
Onsite	5 Business Days	2 hour	1 hour	Request requiring the dispatch of a technician to customer premise. (e. g. installation of end-user hardware (phones) and/or associated hardware).

Examples of Remote-Simple MACs

Request Type
Button programming (e.g. auto dial button)
Station name change
Single coverage change
End-user feature training / Q&A
Call Restriction change
Line and Hunt Group change
Speed Dialing

Adding Voicemail station
Voicemail - Programming change
Incoming call routing
Short code creation

XIII. Additional Customer Responsibilities

1. Customer will cooperate with XO or XO's contractors or agents as reasonably necessary for XO's performance of Services in a timely manner. This cooperation includes:
 - a. providing XO or XO's contractor or agent with access to all facilities, Equipment, hardware, software, work space, and office support (telephone, internet access, etc.);
 - b. ensuring that the premises are safe, free of any hazardous materials and have installed necessary power and climate control facilities;
 - c. ensuring that Customer has obtained connection to and all necessary permissions, licenses, permits or consents from any public or private telephone network to which the supported Equipment are connected and any necessary permissions, licenses or permits from any federal, state or local government or regulatory authorities;
 - d. providing XO with designated points of contact; and
 - e. providing necessary telephone numbers and passwords to enable remote access to the supported Equipment and notifying XO promptly of any changes made to such numbers or passwords. Customer is responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices. All items to be provided by Customer are at Customer's expense.
2. Where Customer is to provide XO with information or access in relation to any third party products or the integration of supported Equipment in Customer's network (including without limitation specifications and interface information of interoperating hardware and software in Customer's network), then information or access will be supplied to XO in a timely manner at Customer's expense. It will be Customer's responsibility to obtain any consents and licenses of third parties that may be necessary for the provision of such information or access to XO for XO's use in its performance of the Services.
3. Costs incurred by XO due to non-performance by Customer or Customer's vendor(s) may result in additional charges and / or delay in installation and cutover. Customer hereby agrees to promptly pay XO for such applicable charges.

XIV. VoIP – LAN / WAN Infrastructure

XO does not warranty or guarantee connectivity, performance, or QoS for IP Telephony and VoIP applications.

1. Customer understands that it is Customer's responsibility to administer and maintain QoS levels within its LAN / WAN / VPN infrastructure.
2. Customer acknowledges its local area network (LAN) and/or wide area network (WAN) user elements may need to be upgraded, redesigned, or reconfigured at Customer's sole expense in order to support converged IP Telephony and VoIP solutions.
3. XO Services do not include management of the LAN / WAN infrastructure
4. XO Services do not include QOS capabilities unless QOS services are purchased separately
5. Customer is responsible for the installation and deployment of the VPN clients for IP hard and soft phones.
6. Customer understands that any future LAN modifications or data applications may negatively impact QoS and LAN-connected applications and in those instances, Customer may require XO troubleshooting, repair and possibly a network assessment at Customer's expense.

XV. Professional Services

1. Professional Services include work performed by XO, including its employees, agents, contractors and subcontractors.
2. Professional Services will be provided in accordance with a Statement of Work.
3. No Job Change Orders (JCO) are allowed 2 weeks before scheduled cutover date.
4. No JCOs are allowed during on-site installation without prior XO approval.
5. JCOs may result in additional charges and / or delay in installation and cutover.
6. Customer will be responsible at its own expense for performance of their project responsibilities identified in the Statement of Work and for performing all its responsibilities hereunder.

XVI. Network Service Level Guarantees

1. Network Availability. The standard DIA Service Level Agreements (SLA) set forth at www.terms.xo.com apply to Service. The XO IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets one hundred percent (100%) of the time, as averaged over a calendar month. 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 one hundred percent (100%) XO Network Availability guarantee does not apply to local access (e.g., the local loop), Customer owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or *force majeure* events (as defined in the Agreement).
If the Network Availability guarantee is not met during a calendar month, Customer will receive a credit in the amount of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the one hundred percent (100%) guarantee following the opening by Customer of a trouble ticket pertaining to the outage.
2. Latency Guarantee. The XO® IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the XO IP backbone network over a calendar month of 65ms or less, which is measured as the average of 15-minute samples across the XO IP backbone network taken throughout the month. This Latency Guarantee does not apply to local access (e.g., the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's LAN, scheduled maintenance events, Customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, or *force majeure* events (as defined in the Agreement).
If the Latency Guarantee is not met during a calendar month, Customer will receive a credit in the amount of 1/30th of the monthly recurring charge (MRC) for that month for each full 1 millisecond above the 65 millisecond average maximum guarantee following the opening by Customer of a trouble ticket pertaining to the deficiency.
3. Packet Loss Guarantee. The maximum average packet loss is one percent (1%) during any calendar month. If the Packet Loss guarantee is not met during a calendar month, Customer will receive a credit of one thirtieth (1/30th) of the monthly recurring charge (MRC) for the month the packet loss exceeded one percent (1%) for each affected XOPTIONS® FLEX service following the opening by Customer of a trouble ticket pertaining to the deficiency.
4. Network Jitter Guarantee. The Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. If the Network Jitter is not met during any calendar month and failure is reported to XO by Customer, Customer will receive a credit equal to the prorate

- one-day amount of the MRC for Service for the month during the month in which the Jitter Guarantee was not met.
5. Voice. For 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 monthly recurring charge (MRC) as follows:
 - Outages lasting 1 hour to 4 hours will receive ¼ day credit
 - Outages lasting 4 hours to 8 hours will receive ¾ day credit
 - Outages lasting 8 hours to 24 hours will receive 1 day credit
 - Outages lasting over 24 hours will receive 1 day credit for each 8 hour period over 24 hoursCredit will not be given for outages due to local access (e.g. the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, Customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or *force majeure* events (as defined in the Agreement).
 6. Credit Limits and Reporting Procedure. Total credits awarded for Service during any calendar month for failure to meet any one or more of the Guarantees shall not exceed the MRC for the affected Service. To be eligible to receive a credit, Customer must report any failure(s) by telephoning Customer Care at 800-417-4012 and comply fully with any information requests made by XO.

3/21/08