

XO Dedicated Transport Services (Carrier Services) Service Level Agreement

1. SERVICE PERFORMANCE CRITERIA

1.1 Availability and Response

(a) **Service Availability per Monthly Billing Period.** Availability is defined as the relative amount of time a Circuit is usable during a monthly billing period. A Circuit is considered unavailable when there is a complete loss of use. XO's Service availability objectives are 99.999% for Protected Service and 99.99% for Unprotected Service.

(b) **Response and Repair Times.** XO's Mean Time to Repair ("MTTR") objective is a yearly average of two (2) hours per occurrence with no single occurrence lasting more than four (4) hours from the time a Trouble Ticket is opened.

1.2 Credit Allowances for On-Net Service Outages. If Service is unavailable (other than as a result of a planned Service Outage) for more than thirty (30) minutes, or six (6) hours in the case of Unprotected Service, Customer is entitled to receive a credit for the prorated monthly recurring charge of the affected Service. A credit allowance will reduce Customer's payment obligation on a subsequent invoice. A Service Outage begins when XO is notified or becomes aware of Service unavailability, whichever first occurs, and ends when Service is restored. The total outage time of the Service Outage is the difference between its start and end times, less any delay time resulting from XO's inability to access Customer or End User Premises. If Customer reports a Service Outage but declines to release the Service for testing and repair, the Service will be deemed to be impaired, but not a Service Outage eligible for a credit allowance.

1.3 No Credit Allowances. Credit allowances do not apply to Service Outages:

- (a) involving Off-Net Service;
- (b) caused by Customer or its End User or their agents or contractors;
- (c) resulting from a power failure of power at Customer or End User Premises;
- (d) resulting from the failure or malfunction of non-XO-provided equipment or systems;
- (e) due to causes beyond the control of XO, its contractors or its agents;
- (f) occurring during any period in which XO is not given access to Customer or End-User Premises; or
- (g) occurring during any planned Service Outage, unscheduled emergency maintenance, scheduled maintenance, or changes in Service requested by Customer.

1.4 Credit Eligibility Requirements. To be eligible to receive a credit allowance for a Service Outage, Customer must:

- (a) report the Service Outage by causing XO to open a Trouble Ticket;
- (b) submit a written request for a credit allowance to XO within sixty (60) days of the date of the Service Outage; and
- (c) provide such other information as reasonably required by XO to investigate the claim.

Unless otherwise expressly allowed, Service Outages are not aggregated for purposes of determining a credit allowance.

1.5 Credits.

(a) **On-Net Protected Service.** The following credit allowances apply to Service Outages involving On-Net Protected Service:

Service Outage Length	Credit Per Circuit
30 minutes or less	None
31 to 60 minutes	5% of the MRC
61 minutes or greater	an additional 5% of the MRC for each 60 minute increment, not to exceed 50% of the MRC for any single Service Outage.

(b) **On-Net Unprotected Service.** The following credit allowances apply to Service Outages involving On-Net Unprotected Service:

Service Outage Length	Credit Per Circuit
Up to 360 minutes	None

361 to 480 minutes	5% of MRC
481 to 600 minutes	10% of MRC
601 to 720 minutes	15% of MRC
More than 720 minutes	20% of MRC

(c) Limitation on Credits. The total credit allowances for any Circuit may not exceed 100% of the MRC during a monthly billing period for the Circuit.

1.6 Chronic Trouble

(a) Reporting. Whenever a Customer reports to XO that a Service has Chronic Trouble, XO will immediately investigate and report its findings to Customer.

(b) Protected Service. A Protected Service is considered to have Chronic Trouble if it experiences four (4) or more related Service Outages occurring during any consecutive thirty (30) day period, and such Outages do not result from any one or more of the occurrences set forth in Section 1.3, above. If a Service experiences Chronic Trouble, Customer may obtain credit allowances for the Service Outages as set forth in Section 1.5 above or discontinue the affected Service(s) without any further liability to XO (except to pay for Service up to the date of termination) upon furnishing written notice to XO. In addition, if a Service continues to experience Chronic Trouble during a thirty (30) day period after clearing the most recent Chronic Trouble for the same Service, Customer may discontinue the affected Service without any further liability to XO (except to pay for Service up to the date of termination) upon furnishing written notice to XO.

(c) Unprotected Service. An Unprotected Service is considered to have Chronic Trouble if it experiences three (3) or more related Service Outages of more than twelve (12) hours each or for more than forty two (42) cumulative hours during any monthly billing period, and the Service Outages did not result from any one or more of the occurrences set forth in Section 1.3 above.

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