

XO Dedicated Transport Services (Carrier Services)

1. SERVICE

1.1 Description. Carrier Dedicated Transport Service is a high-capacity telecommunications capability available in two configurations, as follows:

(a) Point-to-Point Private Line, wherein two locations are connected by a single dedicated Circuit; and

(b) Point-to-Multipoint Hub, wherein multiple lower bandwidth Point-to-Point Circuits (also referred to as "Endlinks") are aggregated to form a single higher bandwidth Circuit for use by Customer. Unless XO agrees otherwise in writing, Customer may not order Endlinks from a third-party provider, and XO will not accept Endlink orders from anyone other than Customer. If Customer wishes to order, or aggregate, Endlinks provided by a third-party at certain XO Premises, and XO allows Customer to do so, Customer must acquire a dedicated multiplexer device from XO.

1.2 Signaling Technologies. Where available, supported signaling technologies for Point-to-Point Private Line are: DS1/DS3, E1, STM-1, OCn/SONET, Ethernet and Wavelength; and supported signaling technologies for Point-to-Multipoint Hub are DS1/DS3, E1, STM-1, OCn/SONET and Ethernet.

1.3 Definitions. For purposes of this Exhibit, the following terms have the meanings set forth below:

(a) **DS-0, DS-1 and DS-3 Service.** Dedicated, high-capacity, full-duplex Circuits with minimum line speeds of 64 Kbps (DS-0), 1.544 Mbps (DS-1) or 44.736 Mbps (DS-3). Where available, DS-0 Circuits may be aggregated to provide Off-net Services.

(b) **E1 Service.** Dedicated, high-capacity, full-duplex Circuit provisioned over two (2) bonded DS1 Circuits having a minimum line speed of 2.048 Mbps.

(c) **Ethernet.** Protocol conforming to the Institute of Electrical and Electronic Engineers (IEEE) standards 802.3.

(d) **Intercity Service.** Service connecting two locations in different Markets.

(e) **Local Loop Service.** Service between an End User location and an XO POP located in the same market.

(f) **Market.** An operating LATA or, in some cases, multiple LATAs (e.g., District of Columbia).

(g) **Metro Service.** Service connecting two locations within the same Market.

(h) **OCn Service.** Optical Carrier signaling standard based on SONET frame structure, as defined in Bellcore standards.

(i) **Protected Service.** Service providing an ability to support failure recovery via redundant electronics in the Network, diverse routing between two XO POPs, or both.

(j) **(k) STM-1 Hub Service.** Access service (where available) of up to forty-two (42) E1 Endlink Circuits within a Metro market at an XO POP. A single STM-1 extension Circuit carries traffic from Customer's US-based POP to the designated XO POP.

(k) **Unprotected Service.** Service providing a single transport path between two locations, without redundant electronics or diverse routing capabilities.

(l) **Wavelength or Wave.** Fully transparent, clear channel data stream transmitted via a Wavelength Division Multiplexing ("WDM") network.

1.4 Provisioning Exception. If XO intends to provide Service or is providing Service in whole or in part using facilities acquired from a third-party service provider including, but not limited to, copper facilities acquired from a serving Local Exchange Carrier or wireless facilities acquired from Nextlink Wireless, Inc., and subsequently ascertains that said facilities are or will be unavailable for use, XO may cancel the affected Service Order, or discontinue the affected Service, without liability or any further obligation to Customer. In addition, if certain facilities proposed for Service are unavailable or deemed by XO to be unsuitable for the Service or speed requested, Customer will be so advised and may request a different Service or speed, which may result in different or additional charges.

1.5 Traffic Use Restriction. Customer may not use Dedicated Transport Service provisioned over unbundled network element facilities exclusively for interexchange traffic or wireless traffic. If Customer uses Dedicated Transport Service in such manner, XO may discontinue the affected Service or pass through to Customer any costs incurred by XO as a result of such use including, but not limited to, charges imposed on XO by a third-party provider, or both.

2. TERM AND PRICING

2.1 Term and Renewal Options. The term of each Circuit will be established in the ASR or Service Order. If no term is specified, the term will be commensurate with the pricing of the Circuit, e.g., pricing for one year will establish a one year Circuit term. Billing will commence on the Start of Service Date. Unless one Party notifies the other in writing not less than thirty (30) days prior to the expiration of the original or any renewal term that it intends not to renew the Circuit, the Circuit will renew automatically for the same service Term pursuant to the same terms and conditions, including rates and charges, established in this Exhibit or the applicable ASR or Service Order.

2.2 Pricing. Unless specified in this Exhibit, rates and charges for Service will be established by XO's Network Access Pricing Tool ("NAPT") or provided to Customer on an individual case basis ("ICB") and will be set forth on the applicable ASR or Service Order.

2.3 Change and Cancellation Charges. Change and cancellation charges, as established in an ASR or Service Order, will apply if Customer changes an ASR or Service Order or cancels a Circuit between the date an ASR or Service Order is accepted by XO and the projected Start of Service Date. These charges are additional to any special construction or acquisition charges or charges imposed by third-party providers responsible for provisioning portions of Service.

2.4 Early Termination Charges. Early termination charges apply if Customer discontinues Service without cause, or XO terminates Service for Customer's default, between the Start of Service Date and the expiration of the Service term. If Service is so discontinued by Customer, or terminated by XO, Customer will: (a) pay early termination charges in an amount determined by: (i) ascertaining the percentage rate from the schedule below based on the time of discontinuance; (ii) calculating the total amount of MRCs owed for the remainder of the Service term; and (iii) multiplying the result of (ii) by the applicable percentage rate determined in (i); and (b) reimburse XO for all unpaid costs and expenses, if any, incurred by XO in connection with Special Construction.

If the Service* is discontinued in months:	Percentage of MRC
1 through 12	100%
13 through 24	75%
25 +	50%

*In addition, for Off-Net Service, Customer will be liable for any third party charges imposed on XO as a result of the discontinuance.

2.5 Liquidated Damages. Because XO's damages would be difficult or impossible to ascertain with certainty if a Service is cancelled prior to the projected Start of Service Date or discontinued prior to the end of a Service term, Sections 2.3 and 2.4 are intended to establish an amount of liquidated damages and not a penalty.

3. SERVICE IMPLEMENTATION

3.1 XO will provide Service to Customer in accordance with the following procedures:

(a) Service Request. Customer must request Service by transmitting a completed ASR or Service Order to XO electronically, via facsimile, or via email. When XO accepts the ASR or Service Order, the accepted ASR or Service Order becomes part of the Agreement.

(b) Service Order Intervals. Upon receipt of an ASR or Service Order, XO will use commercially reasonable efforts to respond to Customer with any required corrections or clarifications within one (1) business day of its receipt of the ASR or Service Order. XO also will endeavor to provide a Firm Order Commitment ("FOC") date and Design Layout Record ("DLR") to Customer in accordance with the following schedule:

Circuit Type	Number of Business Days from Date XO Accepts ASR or Service Order
On-Net DS1 and DS3	Five (5)
On-Net OC3 and above and all Off-Net Circuits	Fifteen (15)

These XO commitments apply only to ASRs or Service Orders for which no new equipment or special construction is required in order to provision Service.

(c) Service Installation, Maintenance and Repair. Standard installation does not include core drilling, wiring extensions for excessive distances, installation of new conduit, water proof shielding or aerial circuit runs, or removal of hazardous materials. Whether an installation is standard or not will be determined by XO. Service will include normal maintenance, inspection, repair and testing.

(d) Service Extension Charges. XO will terminate Service at no additional charge at a minimum point of entry ("MPOE") on Customer or End User Premises. The MPOE will be determined in all instances solely by XO. If Customer requests an extension of Service beyond the MPOE (and XO is willing to accept the request), the Parties will agree in writing to the charge for such extension, which will be established in a Service Order prior to XO's undertaking the work. If, after preparing to begin work on Customer or End User Premises, XO determines that additional work is required, XO will so advise Customer and the Parties will agree in writing to any additional charges before XO continues with the work.

(e) Third-Party Providers. XO will be Customer's sole point-of-contact for interacting with third-party providers in connection with the provision of Off-Net Service. Terms and conditions applicable to the Service acquired from third-party providers including, without limitation, ordering and

installation intervals, FOCs, and DLRs will be determined on an individual case basis or ICB depending on the intervals established by the local exchange carrier or other third-party provider. When XO provides Off-Net Service, associated terms and conditions are subject to the requirements of the third party service provider for that part of the Service it provides. XO will order service from the third party and will invoice Customer third party charges, but it will not be responsible for the third party service provider's performance.

3.2 Service will be deemed to be "interstate" for regulatory purposes, unless Customer: (1) expressly indicates otherwise in its Service Order; and (2) warrants and represents thereby that no more than ten percent (10%) of its Service traffic will be originating or terminating outside the state in which Service is provided.

4. INSTALLATION INTERVALS

4.1 On-Net Service.

(a) Standard Interval. The standard installation interval for On-Net Service for which no new equipment or special construction is required is as follows:

Circuit Type	Number of Business Days Between Customer's Receipt of FOC Date and DLR from XO
DS1	Ten (10)
DS3 and above	Fifteen (15)

If Customer requests an installation interval that is less than the standard interval, and XO consents to Customer's request, an expedite charge of \$675.00 for a DS1 Circuit and \$750.00 for a DS3 Circuit may apply. Expedite charges for OCn Circuits will be provided on an ICB.

(b) Installation Delay by XO. If XO misses the projected Start of Service Date by more than twenty-four (24) hours due solely to its fault, Customer will be credited in an amount equal to five percent (5%) of the non-recurring charge ("NRC") for the affected Circuit for each business day of delay. Such delay credits are limited to no more than fifty percent (50%) of the applicable NRC or \$5,000.00, whichever is less. To be eligible for credit, Customer must submit a written request to XO.

(c) Installation Delay by Customer. If Customer expects to miss a projected Start of Service Date by more than twenty-four (24) hours, Customer must: (i) advise XO in writing at least five (5) days before the projected Start of Service Date; and (ii) pay \$400.00, in addition to any third-party provider charges resulting from Customer's delay. If Customer fails to comply with this notice requirement, billing will commence on the projected Start of Service Date.

4.2 Off-Net Service.

(a) Standard Interval. The standard installation interval for Off-Net Service will vary based on several factors including, but not limited to, the third-party provider upon which there is reliance in furnishing a part of Service, the type of Service, availability of facilities, relative demand on XO resources, and the physical locations at which Service is to be provided. XO will attempt to meet its installation interval objectives of: (i) thirty (30) days for DS1 Circuits; and (ii) thirty-three (33) days for DS3 Circuits, both calculated from the date XO furnishes Customer with the FOC Date and DLR. The installation interval objective for Service provisioned over multiple DS-0 Circuits is forty-five (45) days from the date XO furnishes Customer with the FOC Date and DLR. If Customer requests an installation interval that is less than an objective, and XO consents to the request, an expedite charge of \$675.00 for a DS1 Circuit and \$750.00 for a DS3 Circuit may apply to the accepted request. Expedite charges for OCn Circuits will be provided on an ICB. In addition, Customer will be responsible for all associated expedite charges imposed by any third-party provider. The installation interval for Service provisioned over multiple DS-0 Circuits cannot be expedited.

(b) Installation Delay by Customer. If Customer expects to miss a projected Start of Service Date by more than twenty-four (24) hours, Customer must: (i) advise XO in writing at least five (5) days before the projected Start of Service Date; and (ii) pay \$400.00, in addition to any third-party provider charges resulting from Customer's delay. If Customer fails to comply with this notice requirement, billing will commence on the projected Start of Service Date.

5. SERVICE ACCEPTANCE CRITERIA

5.1 End-to-End Service Performance. Acceptance tests will be conducted on the Service. The testing will be conducted over a sixty (60) minute period, as mutually agreed, and will be in the form of clear channel, head-to-head cooperative testing or equivalent (i.e., loop back.). Customer will review the test results and notify XO in writing of its acceptance, or otherwise. In all events, Customer will accept a Circuit when it is error-free over the test period. If Customer requests in advance, Customer may be present during XO testing.

6. MAINTENANCE AND REPAIR

6.1 Performance. Service maintenance and repair will be performed by XO, or its designated contractor, at no additional charge to Customer whenever a Service failure is caused by XO or its contractor. Additionally, XO or its contractor will provide all maintenance spares.

6.2 Timing. XO will maintain and repair Service twenty-four (24) hours a day, seven (7) days a week. Scheduled maintenance will be performed

during specified Customer maintenance windows. Customer must provide XO with a maintenance window within seventy-two (72) hours of a request from XO. In case of emergencies, XO will furnish as much prior notice to Customer as is practicable. If Customer requests in advance, Customer may be present during XO scheduled and non-scheduled maintenance and repair activities.

6.3 Denial of Access to Premises. If XO or its contractor is unable to access Customer or End User Premises and such access is required for XO to fulfill its performance obligations under the Agreement, XO's performance obligations will be deemed to be suspended until such time as Customer provides the necessary access to XO or its contractor.

7. EQUIPMENT REQUIREMENTS

7.1 Special Equipment. The obligation to acquire and pay for any special interface or other equipment or facilities necessary to achieve compatibility with XO Service will be borne by Customer, unless otherwise agreed between the Parties. In no event will XO be required to provide any such equipment or facilities.

7.2 Consent. Neither Party may handle, repair or otherwise use the other's equipment associated with Service except as expressly authorized in advance and in writing.

06/24/11