XO® Carrier IP Virtual Private Network Service
Service Level Agreement

ARTICLE 1 - SERVICE LEVEL AGREEMENT ("SLA") AND ASSOCIATED CREDITS

1.1 Network Availability Guarantee.

(a)   Guarantee. Service via the IP VPN Network, as defined below, 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 "IP VPN Network" is Customer's Frame Relay or Ethernet access port (port on the XO aggregation router upon which Customer's circuit terminates) and the XO MPLS-enabled IP backbone. The XO MPLS-enabled IP backbone includes all XO-owned and controlled routers and Circuits used to transport IP VPN traffic.

(b)   Credits. If the Network availability guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of the affected Service's monthly recurring charge ("MRC") for each full hour of outage in excess of the 100% guaranteed under this SLA. No credits will be available for the non-availability of usage-based Service.

1.2 Network Latency Guarantee

(a)   Guarantee. The XO IP VPN Network is guaranteed to have an average round-trip packet transit time within the XO IP VPN 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 IP VPN Network taken throughout the month.

(b)   Credits. If the latency guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of the affected Service's MRC for each full 1ms above the average maximum guaranteed under this SLA. No credits will be available for the non-availability of usage-based Service.

1.3 Packet Delivery Guarantee

(a)   Guarantee. The XO IP VPN Network is targeted to deliver either Frame Relay or Ethernet frames within the XO IP VPN Network at the percentages set forth in Table 1 below, averaged over a calendar month. The average Packet Delivery is measured as the average of five-minute samples across the XO IP VPN Network taken throughout the month.

(b)   Credits. If the packet delivery guarantee is not met in a calendar month, Customer will receive a credit equal to one thirtieth (1/30th) of the affected Service's MRC. No credits will be available for the non-availability of usage-based Service.

TABLE 1

CoS	Latency	Packet Delivery	Jitter	Availability
Real Time	48ms	100%	500us	100%
Critical	48ms	99.99%	800us	100%
Priority	48ms	99.9%	900us	100%
Standard	55ms	99%	1ms	100%

1.4 Credit Limits. Total credits under this SLA are limited to the MRC for the affected Service for the monthly billing period in which the Service does not meet one or more of the above guarantees. Unless otherwise expressly allowed, SLA failures are not aggregated for purposes of determining a credit allowance.

1.5 No Credit Allowances. Credit allowances do not apply to SLA failures:

(a)   caused by Customer or its End User or their agents or contractors;

(b)   resulting from a power failure of power at Customer or End User Premises;

(c)   resulting from the failure or malfunction of non-XO-provided equipment or systems;

(d)   *force majeure* events;

(e)   occurring during any period in which XO is not given access to Customer or End-User Premises; or

(f)   occurring during any scheduled maintenance, unscheduled emergency maintenance, or changes in Service requested by Customer.

1.5 Credit Eligibility Requirements. To be eligible to receive a credit for XO's failure to meet any SLA, Customer must:

(a)   report any failure(s) by contacting XO Customer Care at 1.877.792.5550 (or such other telephone number designated by XO) and opening a trouble ticket;

(b)   submit a written request for a credit allowance to XO within sixty (60) days of the date of the SLA failure; and

(c)   provide such other information as reasonably required by XO to investigate the claim.

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