

XO Dedicated Transport Services

1.0 DESCRIPTION OF SERVICES. XO Dedicated Transport Services are dedicated (non-switched), high capacity connections between two or more sites and consist of Private Line, Wavelength, Ethernet (Protected and Unprotected) and SONET offerings.

1.1 Definitions. The following definitions apply to Dedicated Transport Services:

1.1.1 DS-1 Service. DS-1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having a line signal format of either Alternate Mark Inversion ("AMI") or Binary 8 Zero Substitution ("B8ZS") and either Superframe ("D4") or Extended Superframe formats. DS-1 Service provides the equivalent of twenty-four (24) Voice Grade ("VG") channels or twenty-four (24) DS-0 channels. AMI can support twenty-four (24) individual 56 Kbps channels, and B8ZS can support twenty-four (24) individual 64 Kbps channels.

1.1.2 DS-3 Service. DS-3 Service is a dedicated, high capacity, full duplex channel with a line speed of 44.736 Mbps isochronous serial data having a line code of binary with three zero substitution ("B3ZS"). DS-3 Service provides the equivalent of twenty-eight (28) DS-1 channels at 1.544 Mbps or 672 VG channels or 672 DS-0 channels at 56/64 Kbps.

1.1.3 OCn Service. OCn Service is a dedicated, high capacity, full duplex channel that performs at the following speeds:

OC-3. A SONET circuit equal to three (3) STS1's, equal to 155.52 Mbps (STS-3 equivalent).

OC-12. A channel of 622.08 Mbps (STS-12 equivalent).

OC-48. A channel of 2.488 Gpbs (STS-48 equivalent).

2. INTERFACE REQUIREMENTS

2.1 DS-1. The interface occurs at a DSX-1 cross connect. The signal format is B8ZS, and AMI is provided as an option. The frame format is that of the Extended Superframe ("ESF"), and Super Frame ("SF") frame format is provided as an option.

2.2 DS-3. The interface is a DSX-3 cross connect on Customer's DSX-3 premises environment and must be of the type equivalent to the current Customer standard.

2.3 OCn. The interface is located at the fiber distribution panel located in the Customer Optical environment and must be of the type equivalent to the current Customer standard.

2.4 Ethernet Interface Requirements:

2.4.1 10 Mbps Interface Requirements. The interface is an IEEE 10BaseT port connection on the Service Provider transport CPE.

2.4.2 100 Mbps Interface Requirements. The interface is an IEEE 100BaseTX port connection on the Service Provider transport CPE.

2.4.3 1000 Mbps Interface Requirements. The interface is an IEEE 1000BaseSX/LX port connection on the Service Provider transport CPE.

2.4.4 Unprotected Ethernet Service Standard Features. XO Unprotected Ethernet Service product will support Ethernet access ports of the following types:

100BASE-TX
1000BASE-SX/LX
full/half-duplex 100 Mbps Ethernet over Category 5 Copper Twisted Pair

3. TERM

3.1 Term and Renewal Options. If no Initial Term of Service is specified in an SOA or ASR, the term of Service shall be commensurate with the pricing of the Circuit, e.g., pricing for a one (1) year term shall establish a one (1) year term of Service. Unless one Party notifies the other in writing not less than thirty (30) days prior to the expiration of the Initial Term or any renewal term that it intends to discontinue Service, the Circuit shall automatically renew for an equivalent term of Service at the same rates and charges established in the applicable SOA or ASR.

3.2 Cancellation Charges. Cancellation charges apply if Customer cancels a Circuit prior to the Start of Service Date, unless the cancellation occurs within ten (10) days of the acceptance of an SOA or ASR. If a Circuit is cancelled ten (10) or more days after acceptance of the SOA or ASR and prior to the Start of Service Date, Customer shall pay one (1) month's MRCs, plus any applicable service ordering and installation charges incurred

by XO in seeking to provision Service. Cancellation charges also may apply if Customer orders a Circuit, subsequently cancels the order within the specified ten (10) day "grace period," and thereafter places an order for Service between the same locations.

3.3 Termination Charges. As set forth in Section 8 of the General Terms and Conditions, an early termination charge equal to one hundred percent (100%) of the monthly recurring charge multiplied by the number of months remaining in the Service Term will apply if Service is terminated, in whole or in part, after the Start of Service Date but prior to the expiration of the Service Term, including discontinuation of Service due to Customer's failure to pay any amount required under the Agreement when payment is due.

4. PROVISIONING OF SERVICE. Service will be provisioned in accordance with the following procedures:

4.1 Service to On-Net Locations

- (a) Customer may acquire Service either via an SOA or by sending a completed ASR to XO either electronically, via facsimile, or via email. If an electronic format is utilized, XO will follow applicable Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) standards in handling the order. Upon receipt of an ASR, XO will use reasonable efforts to respond to Customer within three (3) business days, indicating any corrections or clarifications required to process the ASR. When XO accepts an ASR, the ASR shall become part of the Agreement and fully subject to all terms and conditions thereof.
- (b) XO will use reasonable efforts to provide Firm Order Commitment ("FOC") date and Design Layout Record ("DLR") information to Customer for On-Net Service as follows: (a) DS-1, within five (5) business days of receipt of a complete and accurate ASR; (b) DS-3, within five (5) business days of receipt of a complete and accurate ASR; (c) OCn (OC-3, OC-12 and OC-48), within fifteen (15) business days of receipt of a complete and accurate ASR. The FOC will provide any necessary service intervals.
- (c) Service to On-Net locations will include normal maintenance, inspection, repair and testing procedures.

4.2 Service to Off-Net Locations

- (a) Customer may request Service by submitting to XO a Request for Quotation ("RFQ") specifying the Service desired, including the quantity of Circuits, the location(s) to be served, the Points of Termination, the requested Start of Service Date, the Circuit term of Service, and other information specific to the RFQ.
- (b) If pricing for the requested Service is provided by XO, Customer may acquire Service either via an SOA (attaching a copy of XO's written quotation) or by sending a completed ASR (with a copy of XO's written quotation attached) to XO either electronically, via facsimile, or via email. If an electronic format is utilized, XO will follow applicable Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) standards in handling the order. When XO accepts an ASR, the ASR shall become part of the Agreement and fully subject to all terms and conditions thereof.
- (c) If a submitted SOA or ASR is inconsistent with XO's written quotation, the term or terms stated in XO's written quotation shall be controlling.
- (d) XO will serve as Customer's exclusive point-of-contact in dealing with the supplying entity of Off-Net Services, which shall be subject to all applicable requirements imposed by the serving third party.
- (e) XO will use reasonable efforts to provide a FOC and DLR information to Customer for Off-Net Dedicated Transport Services within fifteen (15) days of acceptance of an SOA or receipt of a complete and accurate ASR. The FOC will provide any necessary Service intervals.
- (f) If XO Dedicated Transport Service is being terminated Off-Net at a Customer premises through an Off-Net Local Loop to be provisioned by XO on behalf of Customer, the charges set forth in the accepted SOA or ASR for such Off-Net Dedicated Transport Service assume that the Service will be terminated at a pre-established demarcation point or minimum point of entry (MPOE) in the building in which the Customer premises are located, as determined by the third party local access provider. If Service is to be terminated beyond the MPOE, Customer will be charged a Non-recurring Charge for that undertaking, as set forth in the Miscellaneous Charges. In addition, XO may charge Customer additional Non-Recurring Charges and/or Monthly Recurring Charges not otherwise set forth in the Customer's SOA or ASR for such Off-Net Dedicated Transport Service where the local access provider determines it is necessary to extend the demarcation point or MPOE via the provisioning of additional infrastructure, cabling, electronics or other materials necessary to reach the Point-of-Termination at the Customer premises. XO will notify Customer of these additional charges as soon as practicable after it is notified by the local access provider of the nature and amount of the charges. Standard installation does not include core drilling, wiring extensions for excessive distances, installation of new conduit, installation of water proof shielding, installation of aerial circuit runs, or removal of hazardous materials, as determined by XO at its sole discretion.

4.3 If Customer requests an installation interval shorter than that provided by XO in the FOC, and XO consents to such request, the applicable Expedite Charges set forth as Miscellaneous Charges shall apply on a per-circuit basis. In addition, Customer shall be responsible for all similar charges imposed by any participating LEC or third party provider. If the agreed upon Start of Service Date is projected to be missed due to the sole fault of the Customer by more than twenty-four (24) hours, the Customer must supplement its requested service availability date at least five (5) days prior to the originally established Start of Service Date and pay XO the applicable Supplement Charge set forth in the Miscellaneous Charges, as well as all associated supplemental charges imposed by any third party provider in connection with Customer's supplemental order.

5. SYSTEM ACCEPTANCE CRITERIA

5.1 End-to-End System Performance. The following acceptance tests for Dedicated Transport Services will be conducted:

DS-1: Testing shall take place for a continuous sixty (60) minute period mutually agreed upon by the Parties. Customer shall review test results and notify XO in writing of its acceptance following the test. Customer must accept Dedicated Transport Service if it is error-free during the test period.

DS-3: Testing shall be clear channel, head-to-head cooperative testing and shall take place for a continuous sixty (60) minute period mutually agreed upon by the Parties. Customer shall review test results and notify XO of its acceptance following the test. Customer must accept Dedicated Transport Service if it is error-free during the test period.

OCn: Testing shall be head-to-head cooperative testing or equivalent (i.e., loop back.) and shall take place for a continuous sixty (60) minute period mutually agreed upon by the Parties. Customer shall review test results and notify XO of its acceptance following the test. Customer must accept Dedicated Transport Service if it is error-free during the test period.

Below are general performance objectives for Bit Error Rates:

Signal Type	Maximum Bit Error Rate
DS-1	1 X 10E -8
DS-3	1 X 10E -9
OC-3	1 X 10E -10
OC-12	1 X 10E -10
OC-48	1 X 10E -12

6. MAINTENANCE AND REPAIR OF ON-NET DEDICATED TRANSPORT SERVICES

6.1 Maintenance. XO shall provide routine maintenance and trouble repair for Service, which shall begin and end at the Points-of-Termination located at Customer or End User Premises, twenty-four (24) hours per day, seven (7) days per week. Scheduled maintenance will be performed during specified Customer maintenance windows, except in emergencies in which instances as much notice as is practicable under the circumstances will be given to Customer. Customer must be willing and able to provide a maintenance window in connection with emergencies upon seventy-two (72) hours notice from XO.

6.2 Response and Repair Times. In the event of a Service Outage, XO will attempt to respond within thirty (30) minutes of receiving notification of the Outage from Customer and the opening of a Trouble Ticket. Mean Time to Repair ("MTTR") is the time it takes to repair an outage and close out its associated Trouble Ticket. XO's MTTR objective for Dedicated Transport Services is a yearly average of two (2) hours per occurrence, with no single occurrence lasting more than four (4) hours. Trouble Ticket(s) kept open at Customer request shall not be included in this calculation. XO shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report outages and open a Trouble Ticket.

6.3 Maintenance Notifications. XO maintenance personnel will notify Customer before beginning scheduled maintenance and seek Customer concurrence, which shall not be unreasonably withheld, prior to proceeding with such maintenance. XO personnel will make reasonable efforts to notify Customer upon the completion of scheduled maintenance.

6.4 Access to Equipment and Facilities. Employees, agents or contractors of XO shall have escorted access to any XO equipment or facilities at Customer or End User Premises, subject to Customer or End User access and security regulations. XO employees, agents or contractors, while on Customer or End User Premises, shall comply with all applicable plant rules and regulations. If XO is unable to access Customer or End User Premises, and such access is required to fulfill XO's obligations under the Agreement, XO shall be excused from performing such obligations until such time as appropriate access is provided to XO. Upon request, and subject to predefined schedules, employees, agents or contractors of Customer shall be given escorted access, for viewing only, to areas at XO locations containing facilities and/or equipment associated with Customer's Service. Such access shall be subject to XO's access and security regulations. With respect to testing and maintenance, both scheduled and non-scheduled, Customer may be present if Customer has requested and received permission from XO in advance to do so. Customer employees, agents or contractors must comply with all applicable rules and regulations while on XO premises.

7. EQUIPMENT REQUIREMENTS

7.1 Customer shall be responsible for any special interface equipment or facilities necessary to achieve compatibility with Service. XO shall not be required to provide or pay for any such equipment, nor shall XO incur any obligation to install, maintain or repair Customer or End User equipment Interconnected with XO Service.