

**XO Wide Area Network (“WAN”) Services
IP Virtual Private Network Services
Ethernet VPLS Services**

1.0 PRODUCT AND SERVICES

1.1 Product Descriptions.

(a) XO IP VPN. XO IP VPN is a layer 3 data networking service that supports traditional private data networking services - like Frame Relay and Ethernet - over a MultiProtocol Label Switching (“MPLS”)-enabled IP backbone.

(b) XO Ethernet VPLS. XO Ethernet VPLS is a layer 2 data networking service that supports traditional private data networking services over a MPLS core network.

1.2 Customer Access Methods.

(a) IP VPN supports the following customer access methods:

- Frame Relay
- Ethernet (Port and VLAN)

(b) Ethernet VPLS supports Ethernet access only.

1.3 Access Methods and Port Speeds

VPN and VPLS Service supports the following access methods and port speeds:

Port Speed	IP VPN	VPLS
DS1 and DS3	X	N/A
Ethernet	X	X

Other port speeds and configurations (e.g., bonded DS1s) may be provided on an individual case basis (“ICB”).

1.4 Applications Performance Management Feature (IP VPN Only)

XO Applications Performance Management (“APM”) is an optional feature which may be added to Customer's IP VPN Services for an additional monthly charge. APM refers to the discipline within systems management that focuses on monitoring and managing the performance and service availability of software applications. XO APM provides IT tools to detect, diagnose, remedy and report the performance of an application. APM is available in three “Tiers”, each providing different levels of functionality. Also, minimum term commitments are required for the APM feature. The terms and conditions for APM are set forth on XO's website at www.terms.xo.com, and are hereby incorporated into this Exhibit and the Agreement.

1.5 XO Wireless Backup Service Feature

XO Wireless Backup is an optional feature which may be added to Customer's IP VPN or IP Flex with VPN Service for an additional monthly charge. The XO Wireless Backup Service helps ensure Service availability in the event of an outage on the Customer's local loop and provides a secure connection from remote XO equipped customer locations to an XO equipped centralized hub location. Customer may purchase XO Wireless Backup Service by executing a Service Order indicating the selected Wireless Backup package, location(s), and the applicable pricing and term commitment plan. Usage in excess of Customer's allotted bandwidth based on the plan chosen will incur a per meg overage charge as set forth on XO's website at www.terms.xo.com. Early termination charges apply if Customer terminates XO Wireless Backup Services prior to the fulfillment of the committed Service Term. The terms and conditions for XO Wireless Backup Service are set forth on XO's website at www.terms.xo.com, and are hereby incorporated into this Exhibit and the Agreement.

2.0 Bundled Services

IP VPN & Ethernet VPLS can be ordered as standalone services or bundled together and/or with Dedicated Internet Access (“DIA”) per below.

- Ethernet VPLS Standalone
- IP VPN Standalone
- Ethernet VPLS & IP VPN
- Ethernet VPLS, IP VPN & DIA
- Ethernet VPLS & DIA
- IP VPN & DIA

3.0 Class of Service

Customer may utilize XO's Class of Service ("CoS") to prioritize traffic in the event of congestion over the port. Additional charges may apply. The following Classes of Service are available:

- Real Time CoS - intended for applications that are very sensitive to latency and jitter. Examples would include VoIP and Citrix applications.
- Critical CoS - intended for applications that can withstand a bit higher latency and jitter, but still need guarantees on both delay and jitter. Example would be video applications.
- Priority CoS - designed for applications which need to take priority over the network, but are not susceptible to variations in latency or jitter. Example would be database applications.
- Standard CoS - intended for applications which can withstand moderate to high variations in latency or jitter. Examples include email and web browsing.

Class of Service does not guarantee delivery of traffic in the event of over utilization of the port.

4.0 ESCALATION PROCEDURES FOR ETHERNET VPLS & IP VPN

4.1 Priority Levels. XO assigns priority levels to distinguish and prioritize service severity levels. The prioritization occurs as follows:

If the Operations Desk personnel acts upon an alarm, receives a call from Customer or initiates a maintenance service procedure:

Assignment of Priority Levels

PRIORITY	DEFINITION
1	Service is down.
2	Service is operating in a degraded mode and affects the Customer.
3	All other tickets, such as when Service is operational but requires administrative work, or Customer inquiry.

Additionally, XO will update open trouble tickets priority levels in the following intervals:

Priority Update Intervals

PRIORITY LEVEL	UPDATE OF TROUBLE STATUS
1	every thirty (30) minutes.
2	every two (2) hours.
3	every business day or at the time defined for action.

Escalation Levels and Intervals

For all problems that are not resolved within the intervals allotted for each Service type, the chart below identifies the order and intervals for management notification:

Severity Level	Team Leader	Manager	Director	Vice President
Priority 1	1 Hour	2 Hours	4 Hours	8 Hours
Priority 2	2 Hours	4 Hours	8 Hours	12 Hours

5.0 FEES AND BILLING

Pricing for Services provided pursuant to this Exhibit shall be in accordance with the Service Order provided by XO. Monthly recurring charges ("MRC") are billed in advance. Additionally, if Customer fails to allow or accept installation when an XO technician arrives as scheduled to install Services, Customer may be charged the standard, non-recurring installation charge for the Service.

6.0 MONTHLY REPORTING

6.1 XO monitors and manages the XO IP VPN Service and provides monthly reports to Customers online through the XO online reporting system ("XO Stats").

6.2 XO provides monthly reports on Ethernet VPLS to Customers online through XO Stats.

7.0 DEMARC/CPE

7.1 Customer agrees that the demarcation point, i.e., the physical interface point between the Customer Local Area Network ("LAN") and the Service Provider Wide Area Network ("WAN"), is the point which separates the Customer LAN and the Service Provider WAN. Typical demarcation points are considered to be RJ-x, Ethernet hand-off interfaces or Telco Smartjack.

7.2 XO is responsible for managing and troubleshooting up to the demarcation point that separates the Customer's LAN and the XO managed service point including the CPE. Any issues beyond the demarcation point, LAN-facing and relating to or originating from the Customer LAN and having an impact on the XO Managed Router Service is the responsibility of Customer.

7.3 XO shall not, in any way, be responsible for the configuration, installation, management, maintenance, troubleshooting or support of Customer owned or managed servers, workstations or Network devices and its applications residing on Customer's LAN.

7.4 XO may at Customer's option provide Customer premise routers on either a rental or purchased basis, which may be managed and monitored by XO for IP VPN Services (router management and monitoring is not available for Ethernet VPLS Service). Additional charges apply for rental of XO provided routers, as well as management and monitoring service associated with the XO provided routers. XO shall not be responsible for management, troubleshooting or monitoring of XO provided routers if Customer does not purchase the XO management/monitoring option. Purchased routers will be provided pursuant a separate equipment purchase agreement between the Parties.

8.0 RESPONSIBILITIES

8.1 XO is responsible for:

- (a) Working with Customer to determine the best design and configuration based on Customer's needs and requirements. This includes the following:
- Network assessment.
 - Topology and application review.
 - Network feasibility and network design.
 - Recommendation of CPE.
 - Completion of site survey.
- (b) Ordering and coordinating installation, test & turn-up of local access circuits.
- (c) Ordering CPE (if CPE rental option is chosen).
- (d) Staging and configuring CPE (if CPE rental option is chosen). XO will not order, stage, or configure Customer-provided CPE.
- (e) Providing on-site installation of CPE by XO field technicians, or XO approved third-party vendors.
- (f) Ensuring that Customer has WAN connectivity between Customer's sites as each site becomes available for installation.
- (g) Notifying Customer of Firm Order Commitment ("FOC") dates for local access circuits for each site.
- (h) 24x365 Network monitoring of access circuits and XO managed CPE.
- (i) Responding to all Move-Add-Change requests, some of which may require a new installation of Service.
- (j) Trouble ticket management, including: logging and tracking & escalation of Customer reported Service troubles.
- (k) Service management, including: management of CPE management platforms, and software, patches & maintenance, as further defined in Section 8.4 below.
- (l) Escalation process management: XO will maintain required escalation paths in accordance with existing XO business processes.

8.2 Customer is responsible for:

- (a) Designating a technical point of contact to work with XO to lend support for a successful implementation.
- (b) Providing timely and accurate technical information to XO's Sales Engineers in order to complete the Site Survey required for WAN Services.
- (c) Ensuring access to Customer's sites for XO and its vendors to install and test local access facilities on the FOC dates provided by XO.
- (d) If Customer is providing its own CPE, then Customer is responsible for all initial and ongoing configuration management of Customer's CPE.
- (e) If Customer chooses to rent CPE from XO, then Customer will ensure that access to each of Customer's sites is available for XO technicians or XO approved third-party vendors on agreed upon test & turn-up dates.
- (f) IT support and troubleshooting on any equipment not expressly provided by XO for use with WAN Services, including but not limited to Customer owned servers, workstations and Network devices.
- (g) Management, troubleshooting, and monitoring of XO provided Customer premise routers, where XO management/monitoring option is not selected by Customer.
- (h) Ensuring that it has adequate backboard and/or rack space for XO or Customer-provided CPE.
- (i) Ensuring that it has the proper power requirements for XO or Customer-provided CPE. Power should reside within 3' of where XO or Customer-provided routers will be placed.
- (j) Configuration Change Management: Customer will need to open a trouble ticket with XO Customer Care and provide all required configuration change information. Furthermore, Customer needs to notify XO of any configuration changes on the Customer LAN Network. Such configuration changes may have negative impact on provided XO Services and require evaluation before Customer implements such changes.

8.3 Network trouble-shooting responsibilities:

- (a) *For Customers providing their own CPE:* Customer is responsible for addressing and resolving any Network troubles residing on the LAN Network side of the demarcation point including the Customer managed CPE. Customer is also responsible for any configuration issues (such as an IP routing issue) on Customer's CPE or within Customer's LAN which disables usage of the WAN connection(s).
- (b) *For XO provided CPE where Customer does not purchase XO management/monitoring services:* Customer is responsible for management, troubleshooting and monitoring of the XO provided CPE and notification to XO of any outages or performance degradation or failure on the XO provided CPE.
- (c) Any Network troubles residing on the WAN side of the demarcation point, i.e., the Wide Area Network or Service Provider Network, are the responsibility of the Service Provider.

8.4 XO CPE Management/Monitoring. In the event that Customer rents or purchases router(s) from XO and also chooses the Management/Monitoring option for an additional fee for IP VPN Services, Customer will receive initial and ongoing XO standardized configuration support of CPE devices rented or purchased from XO. XO will also monitor CPE devices. The method used to monitor CPE devices is IP Polling, which contacts said CPE devices every 5 minutes. In the event that a CPE device cannot be contacted via IP Polling, XO Customer Care will proactively contact Customer via e-mail and/or telephone notifying Customer of the outage, and steps being taken to resolve the outage. Customer will be notified within 30 minutes of when XO determines that no connectivity is occurring with the router at the Customer premise.

9.0 CUSTOMER'S REPRESENTATIONS & WARRANTIES. Customer is responsible for any adverse effects caused by changes to Customer's Firewall policies, and that such changes may result in a lower level of security and may allow unsecured access to its Network. In the event of any such change, Customer acknowledges and agrees that it shall assume all risks and liabilities associated with or resulting from any such changes.

10.0 NNI Services. XO may offer IP VPN Services to Customer at locations served by other carrier networks through Network-to-Network interfaces ("NNIs") established between XO and such other third-party carriers. IP VPN Services provided to Customer through an NNI are considered Off-Net, and subject to the terms and conditions of the interconnect agreement(s) between XO and such other carrier(s). For such locations, Customer acknowledges that limitations may apply to Class of Service usage, DIA availability, SLA reporting, as well as other terms and limitations, in accordance with the terms of such interconnect agreement(s).

11.0 RETURN OF EQUIPMENT AND SOFTWARE. Upon the expiration or termination of any order, Customer shall, within ten (10) day(s) of such expiration or termination, return, at Customer's expense, any equipment which may be owned by XO, in the same condition as when initially installed or delivered (less reasonable wear and tear), as well as any software, and other information and material provided by XO.

12.0 DISCLAIMER AND LIMITATION OF LIABILITY

12.1 CUSTOMER ACKNOWLEDGES THAT DATA TRANSMISSION SECURITY SERVICES SUCH AS THOSE PROVIDED UNDER THIS EXHIBIT ARE NOT FOOLPROOF AND, THEREFORE, ARE NOT GUARANTEED. IN ADDITION TO THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THE AGREEMENT, NEITHER XO NOR ITS SUPPLIERS WILL BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OR DAMAGE TO DATA) RELATING TO OR ARISING FROM THE USE OF THE SERVICES PROVIDED HEREUNDER (THIS EXCLUSION DOES NOT APPLY TO ANY SERVICE WARRANTIES OR SERVICE LEVEL AGREEMENTS FOR ANY COMMUNICATION SERVICES PROVIDED BY XO UNDER THE AGREEMENT).

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13.0 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 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.

14.0 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 needs an extension of Service beyond the MPOE (and XO is willing to provide the extension), the charge for such extension will be as set forth at www.xo.com/SiteCollectionDocuments/information/Rates_Charges/dedicated_transport_service_charges.pdf. 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.

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