

XO Communications

Private Line

Service Level Agreement (SLA)

This Service Level Agreement (SLA) is only applicable to Private Line Services. XO Private Line Service provides either an Intercity or Metro dedicated point-to-point connectivity between two (2) Customer locations for data applications. These dedicated services are offered at DS-1 (1.54 Mbps) speed. DS-3 (45 Mbps) and OC-n speeds are also offered where available.

This Private Line Service Level Agreement is only available for On Net Service. On-Net Private Line Service is when both ends of the Private Line are connected to the XO Network.

SERVICE LEVEL AGREEMENT CRITERIA

Availability Objective per month: 99.999% (Ring Protected)
99.99% (Unprotected)

The above availability objective is for XO Intercity and local loops only.

CREDIT ALLOWANCES FOR SERVICE OUTAGES FOR PROTECTED PRIVATE LINE SERVICES

In the event that XO is unable to restore a portion of the Service as required hereunder, or in the event of a Service Outage, Customer shall be entitled to a credit for the prorated monthly recurring charges for the affected Circuits for all unplanned outages in excess of thirty (30) minutes. Credit allowances, if any, shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on a subsequent bill to Customer. A Service Outage begins when XO is notified or becomes aware of the failure, whichever occurs first. A Service Outage ends when the affected line and/or associated station equipment is fully operative, subtracting any delay time associated with XO ability to access the Customer or End User Premise. If the Customer reports Services or a facility or Circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but shall not be deemed a Service Outage.

- a. Credit Allowances do not apply to Service Outages (i) caused by the negligence or acts of Customer and /or End User or its agents, (ii) due to failure of power; (iii) the failure or malfunction of non-XO equipment or systems; (iv) circumstances or causes beyond the control of XO or its agents; (v) during any period in which XO is not given access to the Service Premises; or (vi) a Planned Service Outage, unscheduled Emergency Maintenance, scheduled maintenance, alteration or implementation as described herein.
- b. To be eligible for an Outage Credit, Customer must submit a request for credit in writing within sixty (60) days of the occurrence that includes the Trouble Ticket Number and Circuit ID or any claim for an allowance is waived. Unless otherwise specifically stated, Service Outages are not aggregated for purposes of determining the credit allowance.
- c. Service Outages for On-Net Protected Carrier Private Line Services, of Twenty-four (24) hours or less:

<u>Service Outage Length</u>	<u>Credit Per Circuit</u>
30 minutes or less	None
Between 30 minutes and 1 hour	5% of MRC of the Circuit
Each hour above 1 hour	An additional 5% of the MRC of the Circuit, capped at 50% of the MRC for any single Service Outage. Credits are capped at 100% of the MRC for all Service Outages to that

same Circuit in any month.

- d. Service Outages for On-Net Unprotected Carrier Private Line Services, of Twenty-four (24) hours or less:

<u>Service Outage Length</u>	<u>Credit Per Circuit</u>
6 hours or less	None
Between 6 and 8 hours	5% of the MRC of the Circuit
Between 8 and 10 hours	10% of the MRC of the Circuit
Between 10 and 12 hours	15% of the MRC of the Circuit
12 hours or greater	20% of the MRC of the Circuit, capped at 20% of the MRC for any single Service Outage

All Service Outage Credits are capped at 100% of the MRC for all Service Outages to that same Circuit in any month.

For On-Net Services (*i.e.*, all Circuits are On-Net), the above credits will be applied to both the Intercity portion and the local loops.

A Protected Private Line Circuit is considered to have Chronic Trouble if it experiences four (4) or more related Service Outages occurring over any thirty (30) consecutive day period. The Customer shall have the option to either (a) obtain Service Outage credits as set forth above or (b) terminate the affected Circuit provided under this Agreement without liability upon written notice to XO. In addition, in the event that a Circuit continues to experience Chronic Trouble within a thirty (30) day period after clearing the most recent Chronic Trouble for the same Circuit, the Customer may disconnect the specific Circuit without incurring termination liability.

An Unprotected Private Line Circuit is considered to have Chronic Trouble in the event that XO is unable to restore a portion of the Unprotected Private Line Service on three (3) or more separate occasions of more than twelve (12) hours each or for more than forty two (42) cumulative hours in any given calendar month.

Whenever a Customer reports to XO (or vice versa) that a Circuit has a Chronic Trouble, XO shall immediately perform a detailed investigation and report the findings to the Customer. Customer's right to receive credits shall not apply, however, in the event that any Trouble is caused or contributed to, directly or indirectly, by any act or omission of Customer and/or End User, affiliates, agents or representatives.

REV. 10/13/06