

# **XO Communications**

## **Protected Ethernet Services**

### **Service Level Agreement (SLA)**

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This Service Level Agreement (SLA) is only applicable to protected Ethernet Services, including Gigabit Ethernet Services. For the purposes of this SLA, protected Ethernet Services shall mean that each Circuit is terminate with two (2) paths, e.g. in the case of fiber; there would be two (2) fiber strands.

#### **SERVICE LEVEL AGREEMENT CRITERIA**

<b>Description</b>	<b>Metric</b>
Availability Objective per month:	99.999%
Latency within a metropolitan area:	<2 milliseconds port-to-port
Bandwidth Guarantee:	XO guarantees, for periods when the Service is available, that full port-to-port Circuit bandwidth is available for the Customer's use at all times.

#### **Response and Repair Times:**

In the event of a Service Outage, excluding a force majeure event, XO will respond within thirty (30) minutes after receiving notification of the Outage from Customer and a Trouble Ticket is opened. After receiving notification of the Service Outage from Customer, XO shall begin work to restore the Ethernet Service on its failed system.

Mean Time to Repair ("MTTR") is the time it takes to fix a problem and close out the associated Trouble Ticket. Trouble Ticket(s) kept open at the Customer's request shall not be included in this calculation. XO's MTTR objective is a yearly average of two (2) hours per occurrence, with no single occurrence lasting greater than four (4) hours.

XO shall maintain a twenty-four (24) hours a day, seven (7) days a week point-of-contact for Customer to report system Troubles and open a Trouble Ticket.

#### **CREDIT ALLOWANCES FOR SERVICE OUTAGES FOR ON-NET 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 five (5) 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. Customer must request a credit allowance for a Service Outage within sixty (60) days of the date a Service Outage occurs 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 protected Ethernet Services, of twenty-four (24) hours or less:

<b>Service Outage Length/Month</b>	<b>Credit Per Circuit</b>
5 minutes or less	None
Between 5 minutes and 1 hour	2% of monthly recurring revenue of the Circuit
Each hour above 1 hour	An additional 5% of the monthly recurring revenue of the Circuit, capped at 50% of the monthly recurring revenue for any single Service Outage and 100% of the monthly recurring revenue for all Service Outages to that same Circuit in any 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.

The provisions of this SLA shall apply only to Service Outages of On-Net Services.

**REV. 08/08/06**