

XO® Managed Backup Service Level Guarantee

Managed Backup Availability Guarantee

The XO Managed Backup Service Level Guarantee is 99.9% for backup service availability during a monthly billing period. Backup service availability is defined as the total number of hours in a monthly billing period (based on a 24-hour day and a 30-day month) that the XO Managed Backup Service is available for data backup, data restoration, or other essential functions, as determined by XO. (The Guarantee allows for 43 minutes of non-consecutive Service outage during a monthly billing period.) Only outages lasting a minimum of ten (10) consecutive minutes are considered a Service Outage for calculating server availability. If server availability during a monthly billing period is less than 99.9%, Customer will be eligible to receive the following credits, based on the applicable percentage of Monthly Recurring Charges:

<u>Managed Backup Availability</u>	<u>Credit Percentage</u>
98.0% - 99.8%:	25%
97.9% or less:	50%

Limitations, Exclusions and Conditions

The Guarantee will not apply to Service outages caused by, or associated with:

- Any failure of performance due to acts of God, labor difficulties or the acts or omissions of any third party over whom XO has no right or ability to control;
- Failure of access circuits provided by third parties to the XO Network, unless such failure is caused solely by XO;
- Scheduled maintenance, including upgrades, and emergency maintenance;
- Domain Name Server (“DNS”) issues beyond the direct control of XO including, without limitation, DNS Propagation or any delays in the registration or transfer of a domain name due to domain registrar or registry issues; browser or DNS caching that may make a website appear to be inaccessible when others can still access it;
- Any act or omission of Customer or its agents or contractors including, without limitation, any use of Service in violation of XO’s Acceptable Use Policy;
- Outages elsewhere on the Internet that hinder access to the XO Managed Backup service

To be eligible for a credit: (1) a Customer’s account(s) must be current in all respects, without any Service charges past due and owing; (2) Credit requests must be for the specific hosting account impacted by an unavailability of one or more servers; (4) Customer must complete the online form in the XO® Gateway within ten (10) calendar days of the unavailability of a server and provide such other information as may be requested by XO.

Any evidence of fraudulent bulk submissions using the online form or via e-mail or unauthorized submissions may result in the immediate termination of Service. Credits awarded will not apply to any fees paid for domain name registration or renewal or add-on purchases of email boxes, disk space, traffic or Resource Units, and will be made to the Customer’s account within two billing cycles after confirmation of the Service outage.