SERVICE LEVEL AGREEMENTS (SLA’s) AND ASSOCIATED CREDITS
IP FLEX WITH VIRTUAL PRIVATE NETWORK (VPN)

Please note that in order to make these SLAs more user friendly, we have listed all applicable SLAs below, instead of incorporating applicable SLAs by reference as we have done in the past.

XO IP VPN Services adhere to XO IP VPN Service Level Agreements and Credit policies as set forth herein.

Service Level Guarantees - Flex

Network Availability: The Dedicated Internet Access (“DIA”) SLAs set forth at www.terms.xo.com apply. The XO IP Network, as defined in this section, is guaranteed to be available and capable of forwarding IP packets one hundred percent (100%) of the time, as averaged over a calendar month. The XO IP network includes Customer's access port (the port on the XO aggregation router upon which the customer's circuit terminates) and the XO IP backbone network. The XO IP backbone network includes XO owned and controlled routers and circuits (including any transit connections). The one hundred percent (100%) XO Network Availability guarantee does not apply to local access (e.g., the local loop), Customer owned or leased equipment (net protocol converter or router) or Customer’s Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or force majeure events (as defined in the applicable service agreement).

If the Network Availability guarantee is not met during a calendar month, the Customer will receive a credit in the amount of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the one hundred percent (100%) guarantee following the opening by Customer of a trouble ticket pertaining to the outage.

Latency Guarantee: The XO IP backbone network (as defined in the previous section) is guaranteed to have an average round trip packet transit time within the XO IP backbone network over a calendar month of 65ms or less, which is measured as the average of 15-minute samples across the XO IP backbone network taken throughout the month. This Latency Guarantee does not apply to local access (e.g., the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer’s LAN, scheduled maintenance events, customer caused outages or disruptions, interconnections to or from and connectivity within other ISP networks, or force majeure events (as defined in the relevant service agreement).

If the Latency Guarantee is not met during a calendar month, the Customer will receive a credit in the amount of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the 65ms average maximum guarantee following the opening by Customer of a trouble ticket pertaining to the deficiency.

Packet Loss: Maximum average packet loss of one percent (1%) during any calendar month. If the Packet Loss guarantee is not met during a calendar month, the Customer will receive a credit of one-thirtieth (1/30th) of the monthly recurring charge (MRC) for the month the packet loss exceeded one percent (1 %) for each affected XO IP FLEX service following the opening by Customer of a trouble ticket pertaining to the deficiency.

Network Jitter Guarantee: The Network is guaranteed to have a monthly average network jitter delay of no greater than one (1) millisecond during any calendar month. If the Network Jitter Guarantee is not met during a calendar month and the failure is reported to Company by Customer, Customer will receive a credit equal to the pro-rated one-day amount of the MRC for Service for the month during which the Guarantee was not met.

Voice: For voice service outages due exclusively to the fault or failure of XO, Customer, after an outage has been reported and the fault or failure is shown, will receive credit based on the monthly recurring charge (MRC) as follows:

<table>
<thead>
<tr>
<th>Outage Period</th>
<th>Amount of Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 hour to 4 hours</td>
<td>¼ day credit</td>
</tr>
<tr>
<td>4 hours to 8 hours</td>
<td>¾ day credit</td>
</tr>
<tr>
<td>8 hours to 24 hours</td>
<td>1 day credit</td>
</tr>
<tr>
<td>Over 24 hours</td>
<td>1 day for each 8-hour period over 24 hours</td>
</tr>
</tbody>
</table>
Credit will not be given for outages due to local access (e.g., the local loop), Customer-owned or leased equipment (net protocol converter or router) or Customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, interconnections to or from and connectivity within other Internet Service Provider (ISP) networks, or force majeure events (as defined in the applicable service agreement).

**Service Level Guarantees - VPN**

**Network Availability Guarantee:**

The IP VPN Network, as defined in this section, is guaranteed to be available and capable of forwarding Frame Relay and Ethernet frames 100% of the time, as averaged over a calendar month. The XO IP VPN network includes the customer's Frame Relay or Ethernet access port (port on the XO aggregation router upon which the customer's circuit terminates) and the XO MultiProtocol Label Switching (MPLS)-enabled IP backbone. The XO MPLS-enabled IP backbone includes all XO-owned and controlled routers and circuits used to transport IP VPN traffic.

The XO IP VPN Network Availability guarantee does not include the local access circuit (local loop), Customer Premise Equipment (router or CPE) or customer's Local Area Network (LAN), scheduled maintenance events, network events on redundant network elements, customer caused outages or disruptions, and force majeure events (defined in the relevant service contract).

If the Network Availability guarantee is not met in a calendar month, the Customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full hour of outage in excess of the 100% guaranteed under this SLA. Limits on the credit and the reporting procedures are detailed below.

**Network Latency Guarantee:**

The XO IP VPN Network (as defined in the previous section) is guaranteed to have an average round-trip packet transit time within the XO IP VPN Network over a calendar month within the time frames stated in Table 1 below. The average latency is measured as the average of five-minute samples across the XO IP VPN Network taken throughout the month.

The XO IP VPN Latency guarantee does not include the local access circuit (local loop), CPE or Customer's LAN, scheduled maintenance events, customer caused outages or disruptions, and force majeure events (defined in the relevant service contract).

If the Latency guarantee is not met in a calendar month, the customer will receive a credit of 1/30th of the monthly recurring charge (MRC) for that month for each full 1ms above the average maximum guaranteed under this SLA.
Limits on the credit and the reporting procedures are detailed below.

Packet Delivery Objective:

The XO IP VPN Network (as defined in the first section) is targeted to deliver either Frame Relay or Ethernet frames within the XO IP VPN Network at the percentages set forth in Table 1 below, averaged over a calendar month.

TABLE 1

<table>
<thead>
<tr>
<th>*Classes</th>
<th>Latency</th>
<th>Packet Delivery</th>
<th>Jitter</th>
<th>Availability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Realtime</td>
<td>48ms</td>
<td>100%</td>
<td>500us</td>
<td>100%</td>
</tr>
<tr>
<td>Critical</td>
<td>48ms</td>
<td>99.99%</td>
<td>800us</td>
<td>100%</td>
</tr>
<tr>
<td>Priority</td>
<td>48ms</td>
<td>99.9%</td>
<td>900us</td>
<td>100%</td>
</tr>
<tr>
<td>Standard</td>
<td>55ms</td>
<td>99%</td>
<td>1ms</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

Mean Time to Repair (MTTR) Objective:

The XO IP VPN Network (as defined above) is targeted to meet a MTTR of four (4) hours.

Credit Limits:

Total credits under this SLA are limited to the monthly recurring charge for the affected IP VPN service port or IP VPN + DIA port for the month in which the service does not meet the guarantees.

Reporting Procedures:

Call XO Customer Care at 1.888.575.6398 and request an SLA credit.

Benefits:

- SLA on the full port; not just the committed bandwidth or Committed Information Rate (CIR)
- SLA applies to all services that are provisioned on the Customer access port
- 100% availability
- 55ms latency across the XO MPLS-enabled IP backbone
- 99.8% packet delivery
- Web-based reporting and monitoring tools

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