



Service Level Agreement

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Covad Wireless is committed to providing reliable, responsive and personalized service. To ensure our business priorities are aligned with our customers' need for reliable service, Covad Wireless provides the following service level agreement to customers subscribing to its enterprise-class services including Super-T, ConT1nuity, Redundant and HiCap services ("**Enterprise Services**"):

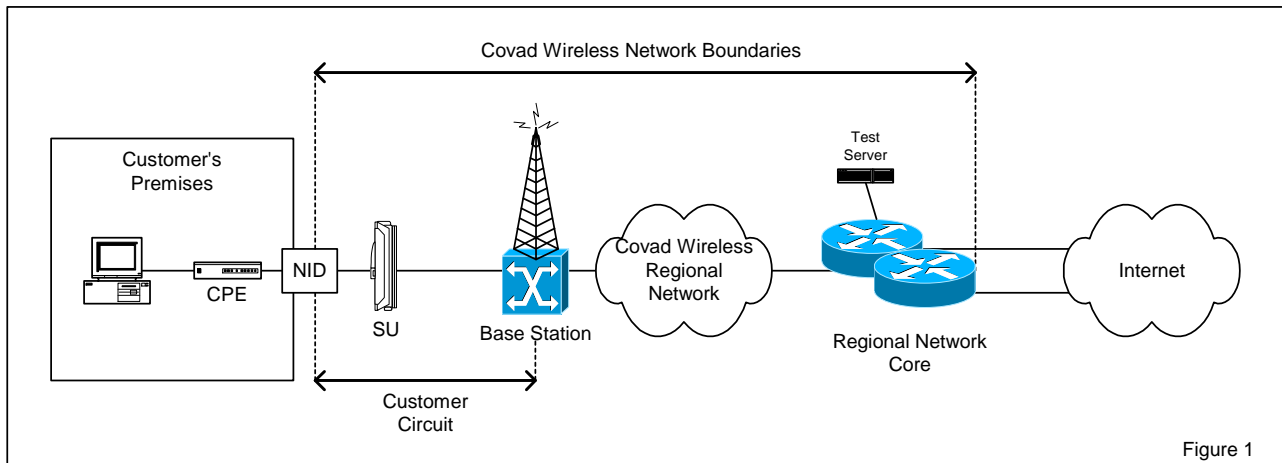
Refer to the Other Services section for information about service levels on our OfficePlus, eBuilding/MTU and related services.

Summary of Service Levels

- Network Availability Target: 99.99 %
- Committed Information Rate Target: As specified per product
- Burstable Information Rate Target: Best effort (only for applicable products)
- Network Latency Target: < 50 ms round trip
- Packet Loss Target: < 1%
- Response Target: 4-hour priority response in the event of a problem.

Service Level Coverage Boundary

This service level agreement covers the "Covad Wireless Network". The Covad Wireless Network means the infrastructure and/or facilities that are under Covad Wireless's direct control. The Covad Wireless Network excludes all CPE, whether provided by Covad Wireless or the customer, telco local loops, the Internet beyond the Covad Wireless Network, and any other networks, servers, or components not within the Covad Wireless Network. See Figure 1.



To facilitate service level monitoring and verification, Covad Wireless maintains a test server ("**Test Server**") at the outer boundary of each regional network. All performance measurements and references to Test Server shall mean the server at the boundary of each regional network.

Performance Verification

To ensure accurate testing, Covad will measure all performance verifications from the customer Network Interface to the Test Server. The customer LAN will be disconnected during the test to ensure that customer traffic does not affect the verification results.

Network Availability

For this service level agreement, "**Unavailability**" shall mean the total inability to transfer data from the Network Interface to a known operational IP address of Covad's choice on a public network. A period of Unavailability commences when a trouble ticket is opened with Covad Wireless Support and Covad Wireless confirms the Unavailability.

Covad Wireless's goal is ensure that the Covad Wireless Network will be available 99.99% of the time. Covad will measure the Network Availability Target based on the number of minutes that the Covad Wireless Network was Unavailable during a given calendar month.

If Covad Wireless determines that the Covad Wireless Network is Unavailable to the customer (based on submitted trouble tickets) for one (1) or more cumulative hours during any calendar month, Covad Wireless, upon the customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the Covad Wireless bandwidth service fee for each cumulative hour of unavailability, up to a maximum credit of seven (7) days per calendar month.

Chronic Outages

A Chronic Outage is considered to have occurred if the Covad Wireless service is Unavailable for more than 48 consecutive hours, or if more than five (5) confirmed outages, each consisting of at least one hour of Unavailability, occur within a 30-day period.

If an Enterprise Service has suffered from a Chronic Outage, customer may cancel the Enterprise Service without early termination fees or other penalty by providing Covad Wireless with written notice of its desire to cancel within 30 days of the Chronic Outage condition. Upon verification of the Chronic Outage condition, Covad Wireless will cancel the Enterprise Service immediately upon receipt of such notice and will credit the Customer with any unused monthly fee for which the Customer has previously paid.

Committed Information Rate

Covad Wireless provides 100% committed information rates (CIR) on its Enterprise Services. Each Enterprise Service will be configured and provisioned to operate to the full CIR specified for such service.

The Covad Wireless Network is engineered to ensure that even during peak network load, the Enterprise Service will be capable of transmitting and receiving network traffic (IP packets including data and packet overhead) within a 10% maximum variance of the CIR as averaged over a calendar month.

CIR is measured from the Covad Wireless NID located at the customer's premises to the Covad Wireless Network where the Customer's circuit terminates (see Figure 1). CIR does not apply to performance outside of the Covad Wireless Network (e.g., web-based speed testing tools).

CIR will be verified by Covad Wireless using appropriate circuit testing tools known to be accurate in testing the specified bandwidth.

If the subscribed CIR is not met, Covad Wireless will have 5 days to restore the throughput to specification. If Covad Wireless is unable to restore the CIR to within 10% of the subscribed level, customer may elect 1) to cancel the effected Enterprise Service without early termination fees or other penalty by providing Covad Wireless with written notice of its desire to cancel, or 2) to downgrade, without penalty, to the service bandwidth rate that is being received.

Burstable Information Rate

Covad Wireless offers additional bandwidth capacity on selected services. This additional bandwidth, if offered, is above and beyond the CIR for the service and is provided on a commercially reasonable effort basis only. Burstable bandwidth is provided only when excess network capacity exists and may not be available at all times, at the full level, or at all.

Burstable bandwidth is intended for occasional customer use and is not intended to be a replacement for higher CIR services. Covad Wireless may reduce or eliminate the burstable bandwidth option at any time and for any reason, including, but not limited to, excessive use of the burstable bandwidth. Changes to the burstable bandwidth rate may occur without notice.

If the burstable bandwidth is not available or has been eliminated for excessive use, customer's service will be set to operate at a maximum of the CIR for that service. See Figure 2.

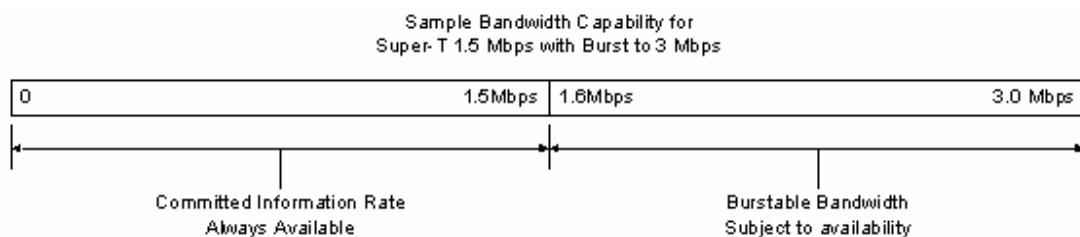


Figure 2 - Sample Bandwidth Capacity

Network Latency

Enterprise Services are targeted to have Network Latency of 50ms or less within the Covad Wireless Network. Network Latency means the round trip packet transit time between a customer network interface and the Test Server as averaged over a 30-day period.

If the Network Latency target is not met within a calendar month, Covad Wireless, upon customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the affected Covad Wireless bandwidth service fee for each day the latency guarantee was not met, to a maximum credit of seven (7) days per month.

Packet Loss

Packet loss means the average percentage of IP packets transmitted between all Covad Wireless base stations and the Test Server during a calendar month that are not successfully delivered. Packet Loss on the Covad Wireless Network is targeted not to exceed 1% during a calendar month. If the packet loss target is not met during a calendar month, Covad Wireless, upon customer's request, will credit the customer's next monthly invoice the prorated charges of one (1) day of the Covad Wireless bandwidth service fee.

Priority Response

In the event of a problem with the service resulting in network Unavailability, as defined above, Covad Wireless will make commercially reasonable efforts to respond to the outage within 4 hours of customer's opening a trouble ticket.

Other Services

All other Covad Wireless services, including OfficePlus, eBuilding and MTU (multi-tenant unit) services, dialup, web, SmartMail email hosting, and all other Covad Wireless services not specifically referenced as "**Enterprise Services**" in the sections above are "Other Services" and are provided on a "best effort" basis.

For all Other Services, Covad Wireless will use its commercially reasonable efforts to provide and maintain 99% availability. If Covad Wireless determines that any of these Other Services are not available for more than 24 cumulative hours during a calendar month, Covad Wireless will, upon the customer's request, credit the customer's account the prorated charges for the affected service for one (1) day for each full 24 hour period of unavailability.

For OfficePlus service, the bandwidth level available to the customer under normal operating conditions is targeted not to fall below 384Kbps. Should the bandwidth available to the customer fall below 384Kbps for more than 48 hours, Covad Wireless will, upon the customer's request, credit the customer's account the prorated charges for the affected service for one (1) day for each full 48 hour period of degraded service.

Latency, packet loss, response time, and other performance and quality metrics are provided on a best effort basis only for Other Services.

Support for Other Services is provided during standard business hours, Monday through Friday, 8AM to 5PM Pacific, holidays excluded.

Covad Wireless will make best efforts to respond to trouble reports by the next business day, on average, for Other Services.

Additional Terms and Conditions

This Service Level Agreement applies only to customers in good standing (paid current). Customers with delinquent accounts or past due balances do not qualify for service credits or priority response. Customer's may not short pay invoices in expectation of receiving service credits.

Unavailability does not include outages of less than one (1) hour. Service Level Agreement excludes outages, reduced bandwidth throughput and/or increased latency resulting from (a) Network maintenance, (b) circuits provided by telcos or other common carriers, (c) an external Internet supplier, Service Provider or an Internet exchange point, (d) acts of omissions of Customer or an authorized user, (e) behavior of Customer equipment, facilities or applications, or (f) acts of God, civil disorder, natural cataclysm, terrorism, radio frequency interference or blockage or other occurrences beyond the reasonable control of Covad Wireless.

To request credits under this SLA, customers should email Covad Wireless Customer Support at support@covadwireless.com or call (866) 282-9044 within 2 business days of the event.