

# Covad Service Customer Policies

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Please review these Covad Customer Service Policies (the “**Policies**”) carefully because they contain important information regarding the Services that you have purchased from Covad. All capitalized words not otherwise defined in the Policies shall have the meanings ascribed to them in the Master Services Agreement.

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## 1. TRADEMARKS AND COPYRIGHTS

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Covad, Covad.net, TeleSurfer, TeleSoho, TeleSpeed, TeleXtend and TeleDefend are registered trademarks of Covad Communications Group, Inc. Covad T1, Covad Standard DSL, Covad , Standard DSL Plus, Covad Business DSL, Covad Business DSL Plus are service marks of Covad Communications.

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## 2. COVAD PRODUCTS AND SERVICES

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COVAD STANDARD DSL SERVICE
<p><b>DESCRIPTION:</b></p> <p>Standard DSL (formerly TeleSurfer) Services are Internet Services based on Asymmetric Digital Subscriber Line (“<b>ADSL</b>”) services provisioned on a shared-line basis (meaning that the Customer will receive ADSL services over the same line on which he or she currently receives his or her voice service). The availability and performance of Standard DSL Internet Services depends on a number of factors, including but not limited to, the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer’s premises. To subscribe to Standard DSL Services, Customers must have local telephone service through one of the following companies: AT&amp;T, Verizon or Qwest. If Customer has local phone service with one of the listed companies at the time of the Covad order, and subsequently changes its shared line voice service to another provider while subscribing to Covad Standard DSL service, Customer will lose its Covad service and will be charged any applicable early termination/disconnection fees if the termination occurs during the initial term. This is the nature of shared line services and cannot be altered for individual customers.</p>
<p><b>AVAILABILITY:</b></p> <p>This service is currently offered and supported.</p>
<p><b>UPGRADE/DOWNGRADE OPTIONS:</b></p> <p>Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer’s premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer’s premises. Customers with a Standard DSL Service may potentially upgrade to a Lineshare ADSL Service without disconnecting the original End User Circuit and without incurring an upgrade charge. Customers will be responsible for any additional installation or equipment charges that may be necessary to effect the upgrade.</p>

For downgrade and upgrade purposes, ADSL shared line or line-split technology is not considered to be within the same class of technology or product family as dedicated line ADSL services. This means that a shared line or line-split service, such as Covad Standard DSL Service, cannot be upgraded to a dedicated line service and a dedicated line service cannot be upgraded or downgraded to a shared line or line-split service.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

#### INSTALLATION SERVICES OFFERED:

Self Installation or Professional Installation Options are available.

For all Self Installation Services, the Customer is responsible for performing all installation activities at the Customer's premises. Covad will ship the DSL equipment in a Self Installation Kit directly to the Customer after verification that Customer's LEC has provided the DSL capable loop. Covad offers technical telephone assistance to assist the Customer with any installation issues. If the Customer is unable to complete the installation, the Customer can request a Professional Installation by calling Covad Customer Care at 1-888-642-6823 . Please note that Covad charges a fee for Professional Installation Services.

If Customer chooses Self Installation Services, Covad will close the order and begin billing after the Customer's LEC confirms that the DSL capable loop has been delivered, or when Covad detects traffic on the Customer Circuit, whichever occurs first. The Self Installation Kit for Standard DSL Internet Services includes the following components:

- Ethernet Bridge or Router (Standard DSL, Lineshare ADSL or Dedicated DSL Internet Services)
- Ethernet cable
- Phone cord/cable
- Up to five (5) analog DSL filters – four in-line filters and one wall mount filter (wireless router kit only)
- User Guide and Flash Installation CD

If the Customer has selected a Professional Installation at the time of order entry, Covad will schedule an installation time with the Customer to install the DSL equipment. Prior to the Professional Installation, Covad will ship the DSL equipment, including the bridge or router, to the Customer.

For Standard DSL Services, Customer can complete the installation of the DSL equipment, and request that the Professional Installation be canceled by calling Covad Customer Care at least one (1) full business day prior to the scheduled installation date to avoid a cancellation charge. In addition, as described above, if Customer is unable to install the Self Installation Kit, Customer may request a Professional Installation by calling Covad Customer Care at 1-888-642-6823. Please note that Covad charges a fee for Professional Installation Services.

Professional Installation includes the following on-site services, where required (limit of 2 hours of on-site time for each Professional Installation):

- NID splitter or in-line filter installation, including cost of filters or splitter
- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets

- Hardware installation of Covad-provided DSL equipment

The Professional Installation fee does not include CPE fees or surcharges. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customers are responsible for quality and repair of inside wiring, any software installation, and work necessary to connect their LAN to the Covad DSL service.

Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

Standard DSL Internet Services Throughput and Distance Limitations					
Service Name	Maximum Throughput Downstream	Minimum Throughput Downstream	Maximum Throughput Upstream	Minimum Throughput Upstream	Distance Limitations*
Standard DSL	Up to 1,500 kbps	128 kbps	Up to 128 kbps	64 kbps	18,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

**SLA (Service Level Agreement) OFFERED:**

All Standard DSL Internet Services are "commercially reasonable efforts" services. This means that Covad does **not** guarantee the performance of the Services, including any bandwidth, speeds or availability. As with all End User Services, Standard DSL Service speeds are dependent on a number of factors, including but not limited to, the distance of the End User from the Central Office and the condition of the End User Circuit. The table above details the minimum upstream and downstream speed for Standard DSL Services (the "**Performance Standard**"). Covad will consider any Service that meets its associated Performance Standard an acceptable and successful service setup. If Customer is not satisfied with the speed of the Service after installation, Customer may cancel the Service within thirty (30) days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Standard DSL Internet Services will be provisioned with one (1) dynamic IP address via PPPoE (Point to Point Protocol over Ethernet). Covad will provide the PPPoE software to the Customer in the Covad Self Installation Kit. Static IP addresses are not available with any Standard DSL services.

**ISP SERVICES OFFERED:**

- As part of Standard DSL, the Customer will receive the following ISP services:
- Fifteen (15) email accounts at Covad.net domain
  - Ten (10) MB Web space at Covad.net domain
  - 24x7x365 customer support
  - Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**COVAD LINESHARE ADSL SERVICE**

**DESCRIPTION:**

Lineshare ADSL Services are Internet Services based on Asymmetric Digital Subscriber Line ("**ADSL**") services provisioned on a shared-line basis (meaning that the Customer will receive ADSL services over the same line on which he or she currently receives his or her voice service). The availability and performance of Lineshare ADSL Internet Services depends on the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer's premises. To subscribe to Covad Lineshare ADSL Services, Customers must have local telephone service through one of the following companies: AT&T, Verizon or Qwest. If Customer has local phone service with one of the listed companies at the time of the Covad order, and subsequently changes its shared line voice service to another provider while subscribing to Covad Lineshare ADSL Service, Customer will lose its Covad service and will be charged any applicable early termination/disconnection fees if the termination occurs during the initial term. This is the nature of line-sharing services and cannot be altered for individual customers.

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with a Lineshare ADSL Service may (1) downgrade to a Standard DSL Service and, (2) upgrade or downgrade to another Lineshare ADSL Service speed without disconnecting the original End User Circuit and without incurring an upgrade/downgrade charge. Customers will be responsible for any additional installation or equipment charges that may be necessary to effect the upgrade.

For downgrade and upgrade purposes, ADSL shared line or line-split technology is not considered to be within the same class of technology or product family as dedicated line ADSL services. This means that a shared line or line-split ADSL service, such as Lineshare ADSL cannot be upgraded or downgraded to an ADSL dedicated line service, such as Dedicated DSL, and a dedicated line service cannot be upgraded or downgraded to a shared line or line-split service.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

Self Installation or Professional Installation Options are available.

For all Self Installation Services, the Customer is responsible for performing all installation activities at the Customer's premises. Covad will ship the DSL equipment in a Self Installation Kit directly to the Customer after verification that Customer's LEC has provided the DSL capable loop. Covad offers technical telephone assistance to assist the Customer with any installation issues. If the Customer is unable to complete the installation, the Customer can request a Professional Installation by calling Covad Customer Care at 1-888-642-6823. Please note that Covad charges a fee for Professional Installation services.

If Customer chooses Self-Installation Services, Covad will close the order and begin billing after the Customer's LEC confirms that the DSL capable loop has been delivered, or when Covad detects traffic on the Customer Circuit, whichever occurs first. The Self Installation Kit for Standard DSL Internet Services includes the following components:

- Ethernet Bridge or Router (Standard DSL, Lineshare ADSL or Business DSL Internet Services)
- Ethernet cable
- Phone cord/cable
- Up to five (5) analog DSL filters – four in-line filters and one wall mount filter (wireless router kit only)
- User Guide and Flash Installation CD

If the Customer has selected a Professional Installation at the time of order entry, Covad will schedule an installation time with the Customer to install the DSL equipment. Prior to the Professional Installation, Covad will ship the DSL equipment, including the bridge or router, to the Customer.

For Lineshare ADSL Services, Customer can complete the installation of the DSL equipment, and request that the Professional Installation be canceled by calling Covad Customer Care at least one (1) full business day prior to the scheduled installation date to avoid a cancellation charge. In addition, as described above, if Customer is unable to install the Self Installation Kit, Customer may request a Professional Installation by calling Covad Customer Care at 1-888-642-6823. Please note that Covad charges a fee for Professional Installation services.

Professional Installation includes the following on-site services, where required (limit of 2 hours of on-site time for each Professional Installation):

- NID splitter or in-line filter installation, including cost of filters or splitter (not included in the case of Dedicated ADSL Professional Installation)
- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Hardware installation of Covad-provided DSL equipment

The Professional Installation fee does not include CPE fees. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customers are responsible for quality and repair of inside wiring, any software installation, and work necessary to connect their LAN to the Covad DSL service.

Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

#### THROUGHPUT & DISTANCE LIMITATIONS:

Lineshare ADSL Services Throughput and Distance Limitations					
Service Name	Maximum Throughput Downstream	Minimum Throughput Downstream	Maximum Throughput Upstream	Minimum Throughput Upstream	Distance Limitations*
Lineshare ADSL 1.5/384	Up to 1,500 kbps	128 kbps	Up to 384 kbps	64 kbps	15,000 feet
Lineshare ADSL 3.0/768	Up to 3,000 kbps	1,500 kbps	Up to 768 kbps	128 kbps	12,000 feet
Lineshare ADSL 6.0/768	Up to 6,000 kbps	3,000 kbps	Up to 768 kbps	128 kbps	10,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

#### SLA (Service Level Agreement) OFFERED:

Covad offers the following SLAs for Lineshare ADSL Services.

- Customer Support – Covad Standard Support Team**
- Installation Interval Target – 35 calendar days**
- Monthly Service Availability Target – Not applicable**
- Time to Repair Service Target – 24 hours**
- Average Network Delay Target – Not applicable**
- Average Delivery Target – Not applicable**

For additional details, please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the minimum upstream and downstream speed listed for each Lineshare ADSL Service (the "**Performance Standard**"). Covad will consider any Service that meets its associated Performance Standard an acceptable and successful service setup. If Customer is not satisfied with the speed of the Service after installation, Customer may cancel the Service within thirty days from the Billing Start Date without penalty.

#### IP ADDRESS PROVISIONING:

Lineshare ADSL Internet Services are provisioned with one (1) dynamic and public IP address with Network Address Translation. When NAT is chosen as the IP configuration, the static IP address is terminated on the Customer Premises Equipment and cannot be assigned to individual computers or devices.

#### ISP SERVICES OFFERED:

As part of Lineshare ADSL Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- Lineshare ADSL24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

## COVAD BUSINESS DSL SERVICE

### DESCRIPTION:

Dedicated ADSL Internet Services are based on ADSL or ADSL2+ dedicated line technology. This means that the Service is provisioned over a dedicated line and does not share the line with Customer's voice service. The availability and performance of Dedicated ADSL Internet Services depends on the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer's premises.

### AVAILABILITY:

This service is currently offered and supported.

### UPGRADE/DOWNGRADE OPTIONS:

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with a Dedicated ADSL Service may downgrade or upgrade to another Dedicated ADSL Service speed without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge.

For downgrade and upgrade purposes, ADSL dedicated line services are not considered to be within the same class of technology or product family as ADSL shared line or line-split services. This means that a dedicated line service, such as a Dedicated ADSL Service cannot be upgraded or downgraded to a shared line or line-split service, such as Standard DSL or Lineshare ADSL, and a shared line or line-split service cannot be upgraded or downgraded to a dedicated line service.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

### INSTALLATION SERVICES OFFERED:

Dedicated ADSL Services require Professional Installation. Self-installation option is not available. Please note that Covad charges a fee for Professional Installation services. Covad will schedule an installation time with the Customer to install the DSL equipment. Prior to the Professional Installation, Covad will ship the DSL equipment, including the bridge or router, to the Customer once it has been determined that the LEC has delivered a qualified loop.

Professional Installation includes the following on-site services, where required (limit of 2 hours of on-site time for each Professional Installation):

- NID splitter or in-line filter installation, including cost of filters or splitter (not included in the case of Dedicated ADSL Professional Installation)



- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Hardware installation of Covad-provided DSL equipment

The Professional Installation fee does not include CPE fees. Professional Installation Service do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customers are responsible for quality and repair of inside wiring, any software installation, and work necessary to connect their LAN to the Covad DSL service.

Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

Dedicated ADSL Services Throughput and Distance Limitations					
Service Name	Maximum Throughput Downstream	Minimum Throughput Downstream	Maximum Throughput Upstream	Minimum Throughput Upstream	Distance Limitations*
Dedicated ADSL 1.5/384	Up to 1,500 kbps	128 kbps	Up to 384 kbps	64 kbps	15,000 feet
Dedicated ADSL 3.0/768	Up to 3,000 kbps	1,500 kbps	Up to 768 kbps	128 kbps	12,000 feet
Dedicated ADSL 6.0/768	Up to 6,000 kbps	3,000 kbps	Up to 768 kbps	128 kbps	10,000 feet
Dedicated ADSL 8.0/1.0	Up to 8,000 kbps	3,000 kbps	Up to 1,000 kbps	128 kbps	9,000 feet
Dedicated ADSL 10.0/1.0	Up to 10,000 kbps	8,000 kbps	Up to 1,000 kbps	128 kbps	6,000 feet
Dedicated ADSL 15.0/1.0	Up to 15,000 kbps	10,000 kbps	Up to 1,000 kbps	128 kbps	4,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for Dedicated ADSL Services.

- Customer Support – Covad Standard Support Team**
- Installation Interval Target –35 calendar days**
- Monthly Service Availability Target – Not applicable**
- Time to Repair Service Target – 24 hours**
- Average Network Delay Target – Not applicable**
- Average Delivery Target – Not applicable**

For additional details, please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the minimum upstream and downstream speed listed for

each Dedicated ADSL Service (the "**Performance Standard**"). Covad will consider any Service that meets its associated Performance Standard an acceptable and successful service setup. If Customer is not satisfied with the speed of the Service after installation, Customer may cancel the Service within thirty (30) days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides either one (1) static and public IP address with Network Address Translation ("**NAT**") or five (5) usable static and public IP addresses without NAT as basic IP configuration options for Dedicated ADSL Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers ("**ARIN**") for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of Dedicated ADSL Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**COVAD IDSL and SDSL SERVICE**

**DESCRIPTION:**

The IDSL and SDSL (formerly TeleSpeed) Internet Services are Covad's business-oriented Internet Services based on Symmetric Digital Subscriber Line ("SDSL") services provisioned on separate dedicated lines from the Customer's phone service. All IDSL and SDSL orders require a Covad Professional Installation. The availability of IDSL and SDSL Internet Services depends upon the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer's premises, otherwise referred to as the Customer Circuit. Covad offers IDSL and SDSL Services in speeds ranging from 144 kpbs to 1500 kpbs.

To determine the throughput speed a Customer may be able to receive, Covad measures the speed the Customer could get from its equipment at its location to Covad's equipment in the local telephone company's central office. While the distance from the Customer's location to the phone company's central office is a good indication of the service speed the Customer may be able to receive, there are specific technical limitations that prevent Covad from being able to guarantee specific speeds based on physical distance. A service downgrade may be required to provide reliable service. If Covad can determine during the provisioning of the order that Customer's location does not qualify for the ordered speed, the order will be automatically downgraded to the next available product.

<b>AVAILABILITY:</b>
This service is currently offered and supported.
<b>UPGRADE/DOWNGRADE OPTIONS:</b>
<p>Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with a IDSL or SDSL Service may potentially downgrade or upgrade to another SDSL Service speed or upgrade to a IDSL or SDSL Enterprise Service without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge. Customers will be responsible for any additional installation or equipment charges that may be necessary to effect the upgrade.</p> <p>If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.</p>
<b>INSTALLATION SERVICES OFFERED:</b>
<p>IDSL and SDSL Internet Services require Professional Installation services by a Covad Field Service Technician. Covad will ship the DSL equipment directly to the Customer after verification that Customer's Local Exchange Carrier ("<b>LEC</b>") has provided the DSL capable loop. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer's LEC has provisioned the appropriate loop to the Customer's premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):</p> <ul style="list-style-type: none"> <li>• Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets</li> <li>• Customer Premises Equipment ("<b>CPE</b>"): hardware installation and configuration of Covad-qualified equipment</li> </ul> <p>The Professional Installation fee does not include the cost of the CPE or any applicable surcharges. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours in advance will result in a Missed Appointment fee.</p>
<b>THROUGHPUT &amp; DISTANCE LIMITATIONS:</b>
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>SDSL Services Throughput and Distance Limitations</b></p> </div>

Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations *
IDSL 144	144 kbps	144 kbps	Up to 39,600 feet (Verizon East – 18,000 feet)
SDSL 192	192 kbps	192 kbps	Up to 15,000 feet
SDSL 384	384 kbps	384 kbps	Up to 15,000 feet
SDSL 768	768 kbps	768 kbps	Up to 13,000 feet
SDSL 1.1	1,100 kbps	1,100 kbps	Up to 12,000 feet
SDSL 1.5	1,500 kbps	1,500 kbps	Up to 7,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

#### SLA (Service Level Agreement) OFFERED:

Covad offers the following SLAs for IDSL and SDSL Services.

**Customer Support – Covad Standard Support Team**

**Installation Interval Target – 35 calendar days**

**Monthly Service Availability Target – 99.90%**

**Time to Repair Service Target – 16 hours**

**Average Network Delay Target – 110 milliseconds (“ms”)**

**Average Delivery Target - 99.50%**

For additional details, please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the upstream and downstream speed listed for each IDSL or SDSL Service (the “**Performance Standard**”). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty (30) days from the Billing Start Date without penalty.

#### IP ADDRESS PROVISIONING:

Covad provides either one (1) static and public IP address with Network Address Translation (“**NAT**”) or five (5) usable static and public IP addresses without NAT as basic IP configuration options for IDSL and SDSL Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

#### ISP SERVICES OFFERED:

As part of IDSL and SDSL Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web hosting space at Covad.net domain
- SDSL24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

## COVAD IDSL and SDSL ECA (extended coverage area) SERVICE

### DESCRIPTION:

Covad may offer Customers IDSL and SDSL ECA (formerly TeleSpeed ECA) Services in Covad's extended coverage areas, which are beyond the areas covered by Covad's network (the "ECA Services"). However, the ECA Services differ from Covad's standard Services in various ways that are described below.

The names of the DSL ECA Services will be tied to the corresponding Covad Service Name set forth below. For all other purposes except as set forth herein, the ECA Service will be treated as the corresponding Covad Service. T1 and ADSL Services are not available as ECA Services.

Covad Service Name	ECA Service Name
IDSL 144	IDSL 144 ECA
SDSL 192	SDSL 192 ECA
SDSL 384	SDSL 384 ECA
SDSL 768	SDSL 768 ECA
SDSL 1.1	SDSL 1.1 ECA
SDSL 1.5	SDSL 1.5 ECA

### AVAILABILITY:

This service is currently offered and supported.

### UPGRADE/DOWNGRADE OPTIONS:

There are no upgrade/downgrade options available from ECA services to other Covad services outside the ECA product family. Customers may potentially upgrade or downgrade its IDSL or SDSL ECA Service to another speed within the IDSL or SDSL ECA product family provided such options are available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises.

A downgrade/upgrade from a IDSL or SDSL ECA Service to another Covad Internet Service (other than an upgrade/downgrade to a different IDSL or SDSL ECA Service) requires a disconnection of the original End User Circuit and a new order for a new End User Circuit.

Disconnection and a new order will be required for IDSL or SDSL ECA moves, and the CPE may **not** be transferred to a new location. Moves within a Customer's premises also require a new installation, and Customer will be billed for such new installation. Upgrades and downgrades during an order will not be permitted; however, Customers can upgrade or downgrade after the order has been installed by calling Covad (standard upgrade and downgrade terms and conditions apply).

**INSTALLATION SERVICES OFFERED:**

All ECA Services will be provisioned and all field service dispatches will be serviced by a Covad Partner's Field Service Technician rather than a Covad Field Service Technician. As a result, Covad waives all liability for installation or field service related issues, including but not limited to, personal injury, death or tangible or intangible property damage.

Customer-provided and Customer-managed CPE may not be used with ECA Services without Covad's prior written consent. The ECA CPE available will be limited to IDSL/SDSL CPE. Covad will provide a one-year limited warranty on this CPE as follows: If, during the warranty period, Covad deems the equipment to be faulty and believes that a replacement is needed, a replacement CPE will be shipped to the Customer within three (3) business days. If a technician visit is also required, Covad's standard fees for a technician dispatch will apply.

In the event that loop conditioning is required on a Customer Circuit, Covad may charge a fee of \$199.00 per ECA circuit.

**THROUGHPUT & DISTANCE LIMITATIONS:**

IDSL and SDSL ECA Services Throughput and Distance Limitations			
Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations *
IDSL 144 ECA	144 kbps	144 kbps	Up to 39,600 feet (Verizon East – 18,000 feet)
SDSL 192 ECA	192 kbps	192 kbps	Up to 15,000 feet
SDSL 384 ECA	384 kbps	384 kbps	Up to 15,000 feet
SDSL 768 ECA	768 kbps	768 kbps	Up to 13,000 feet
SDSL 1.1 ECA	1,100 kbps	1,100 kbps	Up to 12,000 feet
SDSL 1.5 ECA	1,500 kbps	1,500 kbps	Up to 7,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for IDSL and SDSL ECA Services.

- Customer Support –Covad Standard Support Team**
- Installation Interval Target – 35 calendar days**
- Monthly Service Availability Target – Not Applicable**
- Time to Repair Service Target – Not Applicable**
- Average Network Delay Target – Not Applicable**
- Average Delivery Target – 99.90%**

For additional details, please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the upstream and downstream speed listed for each IDSL or SDSL ECA Service (the "**Performance Standard**"). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty (30) days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides either one (1) static and public IP address with Network Address Translation (“**NAT**”) or five (5) usable static and public IP addresses without NAT as basic IP configuration options for IDSL or SDSL ECA Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of IDSL or SDSL Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB of Web hosting space at Covad.net domain
- SDSL24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

Certain *My Covad Account* functionality will not be available to manage the ECA Service accounts online, and certain information may not be available for viewing in real time.

**COVAD IDSL and SDSL ENTERPRISE SERVICE**

**DESCRIPTION:**

IDSL and SDSL Enterprise (formerly TeleSpeed Enterprise) Services have the same technical and operations specifications as the standard IDSL and SDSL services listed above. The primary difference between the two services is the dedicated customer support that is offered with IDSL and SDSL Enterprise Services. That dedicated support allows Covad to enhance the Service Level Agreement for Time To Repair. Additional details are available in the Service Level Agreement (“**SLA**”) section, below. In all other sections of this document where specific services are discussed, all IDSL and SDSL policies will apply to IDSL and SDSL Enterprise unless stated otherwise.

The IDSL and SDSL Enterprise Internet Services are Covad’s business-oriented Internet Services based on Symmetric Digital Subscriber Line (“**SDSL**”) services provisioned on separate lines from the Customer’s phone service. IDSL and SDSL Enterprise Internet Services are designed for individuals and businesses that use the Internet to conduct their work and run their businesses. All IDSL and SDSL Enterprise orders require a Covad Professional Installation. The availability of IDSL and SDSL Enterprise Internet Services depends upon the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer’s premises, otherwise referred to as the Customer Circuit. Covad offers IDSL and SDSL Enterprise services in speeds ranging from 144 kpbs to 1500 kpbs.

To determine the throughput speed a Customer may be able to receive, Covad measures the speed the Customer could get from its equipment at its location to Covad’s equipment in the

local telephone company's central office. While the distance from the Customer's location to the phone company's central office is a good indication of the service speed the Customer may be able to receive, there are specific technical limitations that prevent Covad from being able to guarantee specific speeds based on physical distance. A service downgrade may be required to provide reliable service. If Covad can determine during the provisioning of the order that Customer's location does not qualify for the ordered speed, the order will be automatically downgraded to the next available product.

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with a IDSL or SDSL Enterprise Service may (1) downgrade or upgrade to another IDSL or SDSL Enterprise Service speed and, (2) may downgrade or upgrade to a IDSL or SDSL Service without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

IDSL or SDSL Enterprise Internet Services require Professional Installation services by a Covad Field Service Technician. Covad will ship the DSL equipment directly to the Customer after verification that Customer's Local Exchange Carrier ("**LEC**") has provided the DSL capable loop. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer's LEC has provisioned the appropriate loop to the Customer's premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment ("**CPE**"): hardware installation and configuration of Covad-qualified equipment

The Professional Installation fee does not include the cost of the CPE or any surcharges. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**



IDSL and SDSL Enterprise Services Throughput and Distance Limitations			
Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations *
IDSL Enterprise 144	144 kbps	144 kbps	Up to 39,600 feet (Verizon East – 18,000 feet)
SDSL Enterprise 192	192 kbps	192 kbps	Up to 15,000 feet
SDSL Enterprise 384	384 kbps	384 kbps	Up to 15,000 feet
SDSL Enterprise 768	768 kbps	768 kbps	Up to 13,000 feet
SDSL Enterprise 1.1	1,100 kbps	1,100 kbps	Up to 12,000 feet
SDSL Enterprise 1.5	1,500 kbps	1,500 kbps	Up to 7,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

#### SLA (Service Level Agreement) OFFERED:

Covad offers the following SLAs for IDSL and SDSL Enterprise Services.

**Customer Support – Dedicated Enterprise Support Team**

**Installation Interval Target – 30 calendar days**

**Monthly Service Availability Target – 99.90%**

**Time to Repair Service Target – 12 hours**

**Average Network Delay Target – 110 milliseconds (“ms”)**

**Average Delivery Target – 99.50%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the upstream and downstream speed listed for each IDSL or SDSL Enterprise Service (the “**Performance Standard**”). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty days from the Billing Start Date without penalty.

#### IP ADDRESS PROVISIONING:

Covad provides either one (1) static and public IP address with Network Address Translation (“**NAT**”) or five (5) usable static and public IP addresses without NAT as basic IP configuration options for IDSL or SDSL Enterprise Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in **accordance** with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of IDSL and SDSL Enterprise Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) POP3 email accounts at Covad.net domain
- Fifteen (15) MB Web hosting space at Covad.net domain
- SDSL24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**COVAD BUSINESS REACH SERVICE**

**DESCRIPTION:**

Business Reach (formerly TeleSpeed Reach) Internet Services differ from the standard IDSL and SDSL Services listed above in that they are provisioned with a T1 loop to overcome the distance limitations inherent in SDSL services. This enables most Customers located within the serving area of a Covad collocation facility to receive symmetric speeds of up to 1,500 kbps. Business Reach services are not available upon initial prequalification and are only offered to Customers at Covad's discretion after a Covad IDSL or SDSL order has been rejected. All Business Reach orders require a Covad Professional Installation. In all other sections of this document where specific services are discussed, all IDSL and SDSL policies will apply to Business Reach unless stated otherwise.

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with a Business Reach Service may downgrade or upgrade to another Business Reach Service speed and may upgrade to a T1 Service without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade/downgrade.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

Business Reach Internet Services require Professional Installation services by a Covad Field

Service Technician. Covad will ship the equipment directly to the Customer after verification that Customer's Local Exchange Carrier ("**LEC**") has provided a qualified loop. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer's LEC has provisioned the appropriate loop to the Customer's premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment ("**CPE**"): hardware installation and configuration of Covad-qualified equipment

The Professional Installation fee does not include the cost of the CPE or any surcharges. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

<b>Business Reach Services Throughput and Distance Limitations</b>			
<b>Service Name</b>	<b>Maximum Throughput Downstream</b>	<b>Maximum Throughput Upstream</b>	<b>Distance Limitations</b>
Business Reach 384	384 kbps	384 kbps	None
Business Reach 768	768 kbps	768 kbps	None
Business Reach 1.5	1,500 kbps	1,500 kbps	None

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for Business Reach Services.

**Customer Support – Covad Standard Support Team**

**Installation Interval Target – 30 calendar days**

**Monthly Service Availability Target – 99.99%**

**Time to Repair Service Target –4 hours**

**Average Network Delay Target – 110 milliseconds ("ms")**

**Average Delivery Target - 99.90%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the upstream and downstream speed listed for each Business Reach Service (the "**Performance Standard**"). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides either one (1) static and public IP address with Network Address Translation ("**NAT**") or five (5) usable static and public IP addresses without NAT as basic IP configuration options for Business Reach Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by

the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of Business Reach Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) POP3 email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**SPECIAL CONSTRUCTION:**

Special construction generally refers to modifications that need to be done by the ILEC in order to deliver a Covad Business Reach line; often, this type of construction is necessary when the ILEC has inadequate outside plant facilities. Special construction may include laying new copper cable, building a repeater unit that houses Midspan/Adtran, or building a pair gain hut in the field.

In some cases, the ILEC does not pass through the costs associated with special construction work to Covad. However, often the ILEC will pass these charges through to Covad, and we will in turn pass the charges through to the Customer. If there is a need for special construction and there are charges associated with the special construction work, Covad Customer Service will notify the Customer via email of the estimated charges as provided by the ILEC. The Customer must send an email accepting those charges before Covad will continue to process the order—Customers may not use the “reply” button; a new message must be created. If the Customer does not do this within five (5) business days, the order will be canceled. In some instances, the estimate of charges may differ from the final charge. In such instances the Customer will be liable for the total amount billed to Covad by the ILEC even if such amount differs from the initial estimate.

*NOTE: In cases where special construction is required, the Covad Installation Interval Service Level Agreement does not apply. Covad reserves the right to reject special construction charges without contacting the Customer. In such a case, Covad may have to cancel the Customer’s order.*

**COVAD ETHERNET - SDSL SERVICE**

**DESCRIPTION:**

Ethernet – SDSL Service delivers reliable, high-bandwidth internet access at affordable prices. This service is offered in two symmetric speeds of 2.0Mbps and 3.0Mbps.

The availability and performance of Ethernet – SDSL Internet Services depends on whether the Customer’s location is served by a Central Office that offers the service, the distance of the Customer from the Central Office, the condition of the facilities from the Central Office to the Customer’s premises, and the condition of Customer’s inside wiring.

All Ethernet – SDSL Services are delivered to the Customer as an Ethernet handoff at Covad’s Ethernet gateway device, which is included with the service.

All Ethernet – SDSL Services are installed with a Covad Professional Installation.

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customers with Ethernet - SDSL Service may upgrade or downgrade to another Ethernet – SDSL Service speed without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge. Customer will be responsible for any additional installation and equipment charges that are necessary for the upgrade or downgrade. If Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., Ethernet – SDSL Service to T1) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary for the upgrade or downgrade. In addition, if Customer terminates the original End User Circuit prior to the termination of its Initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

Ethernet – SDSL Services require Professional Installation services by a Covad Field Service Technician (FST). Covad will install and deliver the equipment to the Customer after verification that Customer’s Local Exchange Carrier (“**LEC**”) has provided qualified loops. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer’s LEC has provisioned the appropriate loops to the Customer’s premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment (“**CPE**”): hardware installation and configuration of Covad-qualified equipment

Professional Installation service does not include installation or repair of inside wiring, installation of software on the Customer’s computer, or any work necessary on the Customer’s Local Area Network (LAN). Customer is responsible for connecting the Customer’s LAN to the Covad-provided Ethernet gateway. Covad highly recommends that the Customer install a router with a firewall to protect the Customer’s LAN. Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

To determine the throughput speed a Customer may be able to receive, Covad measures the speed the Customer could get from its equipment at its location to Covad's equipment in the local telephone company's central office. While the distance from the Customer's location to the phone company's central office is a good indication of the service speed the Customer may be able to receive, there are specific technical limitations that prevent Covad from being able to guarantee specific speeds based on physical distance. A service downgrade may be required to provide reliable service. If Covad can determine during the provisioning of the order that Customer's location does not qualify for the ordered speed, the customer will be given the option to downgrade to the next available product speed or cancel its order.

Throughput and Distance Limitations for Ethernet – SDSL Services			
Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations
Ethernet - SDSL 3.0M	3,000 kbps	3,000 kbps	7,000 feet

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for Ethernet – SDSL Services.

**Customer Support – Covad Standard Support Team**

**Installation Interval Target for Ethernet - SDSL is 30 calendar days**

**Monthly Service Availability Target – 99.99%**

**Time to Repair Service Target – 4 hours**

**Average Network Delay Target – 110 milliseconds (“ms”)**

**Average Delivery Target - 99.90%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

The table above shows the upstream and downstream speed for each Ethernet – SDSL Service (the “**Performance Standard**”). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty days from the Order Completion Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides five (5) usable static and public IP addresses as a basic IP configuration option for Ethernet – SDSL Internet Services. Additional static and public IP addresses, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. For Ethernet - SDSL service IP addresses are allocated to LAN devices automatically. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to the [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of Ethernet - SDSL Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account* at [www.covad.net](http://www.covad.net)

**EQUIPMENT:**

All Ethernet – SDSL Services are delivered to the Customer as an Ethernet handoff at Covad’s Ethernet gateway device, which is included with the service. The Ethernet gateway, once installed at the Customer’s location, continues to be property of Covad through the duration of the service. Customer may not remove it without Covad’s prior written consent.

When the Customer disconnects the service, the Customer must return the Ethernet gateway to Covad. At the time the Customer disconnects the service, Covad will provide instructions to the Customer on how to return the Ethernet gateway. If Covad does not receive Ethernet gateway in good working order within 60 days after the service is disconnected, Covad will charge the Customer a Lost Equipment Fee in the amount specified in [Other Fees for Covad Services](#), as well as applicable sales taxes.

**COVAD ETHERNET - EoCu SERVICE**

**DESCRIPTION:**

Ethernet – EoCu Service delivers high-bandwidth internet access at affordable prices. This service is offered in six symmetric speeds ranging from 3.0Mbps up to 20.0Mbps.

The availability and performance of Ethernet – EoCu Internet Services depends on whether the Customer’s location is served by a Central Office that offers the service, the distance of the Customer from the Central Office, the condition of the facilities from the Central Office to the Customer’s premises, and the condition of Customer’s inside wiring.

All Ethernet – EoCu Services are delivered to the Customer as an Ethernet handoff at Covad’s Ethernet gateway device, which is included with the service.

All Ethernet – EoCu Services are installed with a Covad Professional Installation.

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customers with Ethernet - EoCu Service may upgrade or downgrade to another Ethernet – EoCu Service speed without disconnecting the original Ethernet-EoCu circuit and without incurring an upgrade or downgrade charge. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade. If Customer terminates the original Ethernet-EoCu service prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., Ethernet – EoCu Service to T1) such upgrade or downgrade will require a disconnection of the

original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its Initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

Ethernet – EoCu Services require Professional Installation services by a Covad Field Service Technician. Covad will install and deliver the equipment to the Customer after verification that Customer’s Local Exchange Carrier (“**LEC**”) has provided qualified loops. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer’s LEC has provisioned the appropriate loops to the Customer’s premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment (“**CPE**”): hardware installation and configuration of Covad-qualified equipment

Professional Installation service does not include installation or repair of inside wiring, installation of software on the Customer’s computer, or any work necessary on the Customer’s Local Area Network (LAN). Customer is responsible for connecting the Customer’s LAN to the Covad-provided Ethernet gateway. Covad highly recommends that the Customer install a router to protect the Customer’s LAN. Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

To determine the throughput speed a Customer may be able to receive, Covad measures the speed the Customer could get from its equipment at its location to Covad’s equipment in the local telephone company’s central office. While the distance from the Customer’s location to the phone company’s central office is a good indication of the service speed the Customer may be able to receive, there are specific technical limitations that prevent Covad from being able to guarantee specific speeds based on physical distance. A service downgrade may be required to provide reliable service. If Covad can determine during the provisioning of the order that Customer’s location does not qualify for the ordered speed, the customer will be given the option to downgrade to the next available product speed or cancel their order.

<b>Throughput and Distance Limitations for Ethernet – EoCu Services</b>			
<b>Service Name</b>	<b>Maximum Throughput Downstream</b>	<b>Maximum Throughput Upstream</b>	<b>Distance Limitations</b>
Ethernet - EoCu 3.0M	3,000 kbps	3,000 kbps	12,000 feet
Ethernet - EoCu 5.0M	5,000 kbps	5,000 kbps	11,000 feet
Ethernet - EoCu 8.0M	8,000 kbps	8,000 kbps	10,000 feet
Ethernet - EoCu 10.0M	10,000 kbps	10,000 kbps	9,000 feet
Ethernet - EoCu 15.0M	15,000 kbps	15,000 kbps	7,000 feet
Ethernet - EoCu 20.0M	20,000 kbps	20,000 kbps	6,000 feet



**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for Ethernet – EoCu Services.

**Customer Support – Covad Standard Support Team****Installation Interval Target for Ethernet - EoCu is 30 calendar days****Monthly Service Availability Target – 99.99%****Time to Repair Service Target – 4 hours****Average Network Delay Target – 110 milliseconds (“ms”)****Average Delivery Target - 99.90%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

The table above shows the upstream and downstream speed for each Ethernet – EoCu Service (the “**Performance Standard**”). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty days from the Order Completion Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides five (5) usable static and public IP addresses as a basic IP configuration option for Ethernet - EoCu Internet Services. Additional static and public IP addresses, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. For Ethernet - EoCu service IP addresses are allocated to LAN devices manually. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to the [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of Ethernet - EoCu Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account* at [www.covad.net](http://www.covad.net)

**EQUIPMENT:**

All Ethernet – EoCu Services are delivered to the Customer as an Ethernet handoff at Covad’s Ethernet gateway which is included with the service. The Ethernet gateway, once installed at the Customer’s location, continues to be property of Covad through the duration of the service.

When the Customer disconnects the service, the Customer must return the Ethernet gateway to Covad. At the time the Customer disconnects the service, Covad will provide instructions to

the Customer on how to return the Ethernet gateway. If Covad does not receive Ethernet gateway within 60 days after the service is disconnected, Covad will charge the Customer a Lost Equipment Fee in the amount specified in [Other Fees for Covad Services](#).

## COVAD ETHERNET REACH SERVICE

### DESCRIPTION:

Ethernet Reach Service delivers high-bandwidth internet access while overcoming distance limitations inherent in many DSL-based services. Covad's End User Circuit offering for the Ethernet Reach service family is made up of three symmetric speeds of 1.5Mbps, 3.0Mbps, and 6.0Mbps. All Ethernet Reach Service orders require a Covad Professional Installation.

### AVAILABILITY:

This service is currently offered and supported.

### UPGRADE/DOWNGRADE OPTIONS:

Customers with Ethernet Reach Service may upgrade or downgrade to another Ethernet Reach Service speed without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade. If Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit. For upgrade and downgrade purposes the Ethernet Reach Service is considered to be T1 technology.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., Covad Ethernet Reach Service (T1) to SDSL or Ethernet Reach Service (T1) to ADSL, etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its Initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

Although Covad Ethernet Reach Services and T1 Services each represent a different Covad service family, they are all considered to be within the same class of technology as Covad uses standard DS1 (T1) circuits to deliver these Services to Customer and, for this reason, upgrade and downgrades between these two service families will be considered to be within the "same class of technology" upgrades or downgrades.

### INSTALLATION SERVICES OFFERED:

Ethernet Reach Services require Professional Installation services by a Covad Field Service Technician. Covad will ship the equipment directly to the Customer after verification that Customer's Local Exchange Carrier ("**LEC**") has provided a qualified loop. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer's LEC has provisioned the appropriate loop to the Customer's premises. Professional Installation includes the following on-site services, where required (a

limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment ("CPE"): hardware installation and configuration of Covad-qualified equipment

The Professional Installation fee does not include the cost of the CPE. Professional Installation service does not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

Throughput and Distance Limitations for Ethernet Reach Services			
Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations
Ethernet Reach 1.5	1,000 kbps	1,000 kbps	None
Ethernet Reach 3.0	2,500 kbps	2,500 kbps	None
Ethernet Reach 6.0	5,000 kbps	5,000 kbps	None

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for Ethernet Reach Services.

- Customer Support – Covad Standard Support Team**
- Installation Interval Target for Ethernet Reach 1.5M and 3.0M is 30 calendar days**
- Installation Interval Target for Ethernet Reach 6.0M is 30 calendar days**
- Monthly Service Availability Target – 99.99%**
- Time to Repair Service Target – 4 hours**
- Average Network Delay Target – 110 milliseconds ("ms")**
- Average Delivery Target - 99.90%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

The table above shows the upstream and downstream speed for each Ethernet Reach Service (the "**Performance Standard**"). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides either one (1) or five (5) usable static and public IP addresses (without NAT) as basic IP configuration options for Ethernet Reach Internet Services. The default IP address setting is 1 static IP. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers ("**ARIN**") for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but does offer a public LAN/private WAN combination. Covad also utilizes PPP authentication to

bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. For Ethernet Reach service IP addresses are allocated to LAN devices using DHCP. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to the [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of Ethernet Reach Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- Ethernet Reach24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**SPECIAL CONSTRUCTION:**

Special construction generally refers to modifications that need to be done by the ILEC in order to deliver a qualified loop; often, this type of construction is necessary when the ILEC has inadequate outside plant facilities. Special construction may include laying new copper cable, building a repeater unit that houses Midspan/Adtran, or building a pair gain hut in the field.

In some cases, the ILEC does not pass through the costs associated with special construction work to Covad. However, often the ILEC will pass these charges through to Covad, and we will in turn pass the charges through to the Customer. If there is a need for special construction and there are charges associated with the special construction work, Covad Customer Service will notify the Customer via email of the estimated charges as provided by the ILEC. The Customer must send an email accepting those charges before Covad will continue to process the order—Customers may not use the “reply” button; a new message must be created. If the Customer does not do this within five (5) business days, the order will be canceled. In some instances, the estimate of charges may differ from the final charge. In such instances the Customer will be liable for the total amount billed to Covad by the ILEC even if such amount differs from the initial estimate.

*NOTE: In cases where special construction is required, the Covad Installation Interval Service Level Agreement does not apply. Covad reserves the right to reject special construction charges without contacting the Customer. In such a case, Covad may have to cancel the Customer’s order.*

**COVAD T1 SERVICE**

**DESCRIPTION:**

T1 (formerly TeleXtend) Internet Services are Covad’s premium business Internet Services. Using standard T1 technology, T1 Internet Service overcomes the distance limitations inherent in both SDSL and ADSL services, enabling most Customers located within the serving area of a

Covad collocation facility to receive symmetric speeds of up to 1,500 kbps. All T1 orders require a Covad Professional Installation. The T1 product family of Internet Services offers fractional (384K, 768k), full (1.5M) and bonded T1 bandwidth services (two to four T1 lines combined to provide 3.0M to 6.0M).

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customer may potentially upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on service availability from the Central Office serving the Customer's location, distance limitations, and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on service availability from the Central Office serving the Customer's location, the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with T1 Service may downgrade or upgrade to another T1 Service speed without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge Customer will be responsible for any additional installation and equipment charges that are necessary to effect the downgrade and, if Customer terminates the original End User T1 Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

Customers may potentially upgrade a fractional or full T1 End User Circuit to Covad's T1 3.0M, 4.5M, or 6.0M ("bonded T1") Internet Service. Covad will combine or 'bond' one or more new T1 line(s) with Customer's original End User T1 Circuit to deliver the higher bandwidth bonded T1 Service. Customer will not be required to disconnect its original End User T1 Circuit but will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL, etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its Initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

T1 Internet Services require Professional Installation services by a Covad Field Service Technician. Covad will ship the equipment directly to the Customer after verification that Customer's Local Exchange Carrier ("**LEC**") has provided a qualified loop. Covad will schedule an installation time with the Customer to complete the installation process after Covad has confirmed that the Customer's LEC has provisioned the appropriate loop to the Customer's premises. Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment ("**CPE**"): hardware installation and configuration of

Covad-qualified equipment

The Professional Installation fee does not include the cost of the CPE. Professional Installation service does not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

Throughput and Distance Limitations for T1 Services			
Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations
T1 384	384 kbps	384 kbps	None
T1 768	768 kbps	768 kbps	None
T1 1.5	1,500 kbps	1,500 kbps	None
T1 3.0	3,000 kbps	3,000 kbps	None
T1 4.5	4,500 kbps	4,500 kbps	None
6.0	6,000 kbps	6,000 kbps	None

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for T1 Services.

- Customer Support – Covad Dedicated T1 Support Team**
- Installation Interval Target for T1 384k to 3.0M is 30 calendar days**
- Installation Interval Target for T1 4.5M to 6.0M is 30 calendar days**
- Monthly Service Availability Target – 99.99%**
- Time to Repair Service Target – 4 hours**
- Average Network Delay Target – 110 milliseconds (“ms”)**
- Average Delivery Target - 99.90%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

In addition the table above shows the upstream and downstream speed listed for each Business Reach Service (the “**Performance Standard**”). If Customer is not satisfied with the Service after installation, Customer may cancel the Service within thirty days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Covad provides either one (1) static and public IP address with Network Address Translation (“**NAT**”) or five (5) usable static and public IP addresses without NAT as basic IP configuration options for T1 Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public

LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of T1 Internet Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**SPECIAL CONSTRUCTION:**

Special construction generally refers to modifications that need to be done by the ILEC in order to deliver a T1 loop; often, this type of construction is necessary when the ILEC has inadequate outside plant facilities. Special construction may include laying new copper cable, building a repeater unit that houses Midspan/Adtran, or building a pair gain hut in the field.

In some cases, the ILEC does not pass through the costs associated with special construction work to Covad. However, often the ILEC will pass these charges through to Covad, and we will in turn pass the charges through to the Customer. If there is a need for special construction and there are charges associated with the special construction work, Covad Customer Service will notify the Customer via email of the estimated charges as provided by the ILEC. The Customer must send an email accepting those charges before Covad will continue to process the order—Customers may not use the “reply” button; a new message must be created. If the Customer does not do this within five business days, the order will be canceled. In some instances, the estimate of charges may differ from the final charge. In such instances the Customer will be liable for the total amount billed to Covad by the ILEC even if such amount differs from the initial estimate.

*NOTE: In cases where special construction is required, the Covad Installation Interval Service Level Agreement does not apply. Covad reserves the right to reject special construction charges without contacting the Customer. In such a case, Covad may have to cancel the Customer’s order.*

**COVAD DS3 SERVICE**

**DESCRIPTION:**

Covad uses standard DS3 technology to deliver Covad DS3 Service, Covad’s very-high speed business Internet Service offering. Covad DS3 Service is available in 79 selected Central Offices (“CO”) in four symmetrical speeds: 20.0M, 25.0M, 30.0M and 35.0M as further described below. All DS3 service orders require a Covad Professional Installation.

**AVAILABILITY:**

This service is currently offered and supported.

#### ORDERING:

##### **Pricing**

Covad's pricing for a Covad DS3 Service depends on the CO that is serving the Customer's location. This means that a Customer pre-qualifying different locations (each served by a different CO) for the same Covad DS3 Service will likely receive different pricing.

##### **Finance Approval**

Covad's Finance Team will perform a credit evaluation for each Customer who submits a Covad DS3 service order in order to verify the customer's creditworthiness. New and existing Customers who wish to purchase Covad DS3 Service will be required to fill out an Account Profile Form ("APF") and return it to their Covad Sales Representative. By signing the APF Customer is authorizing Covad to make credit inquiries in order to establish Customer's ability to meet its payment obligations in relation to the DS3 Service.

Based on Customer's credit report, Covad may reject the customer's DS3 service order or require an upfront deposit. If Customer requires Customer submit an upfront deposit, the amount of the deposit will be communicated to the Customer by email during the Finance Approval process and Covad will provide the Customer with a Deposit Addendum that states the terms that apply to the deposited funds. The Customer's DS3 service order will not be processed until Finance Approval has been granted.

##### **Site Survey**

Covad will schedule a site survey shortly after the customer accepts the contract and Covad Finance has reviewed and approved the customer's credit application. During the site survey a Field Services Technician ("FST") will visit the Customer's installation location to learn the intended location of the CPE and understand what inside wiring is needed.

##### **Move Fee**

If the Customer desires to change the service location of the DS3 Service, Customer should contact Covad Customer Care to initiate a move order against its existing Business DS3 Service. Covad will then disconnect Customer's existing DS3 Service and submit a new DS3 service order (the "Move Order") to have Covad install the DS3 Service at the new Customer location. Covad will initiate the service delivery process for the new DS3 service order only after Customer has accepted the terms and conditions for the new DS3 Service on "My Covad Account". If Covad disconnects Customer's existing DS3 Service prior to the completion of the initial term (as described in the Customer's contract) the Customer will incur an early termination fee equal to the remainder of the balance of the initial term. For details on all fees see Section 8 "OTHER FEES FOR COVAD SERVICES."

##### **Early Termination Fee ("ETF")**

If the Customer cancels or terminates the DS3 Service later than 2 days after order placement and/or before the end of the initial term for the DS3 service (as described in the Customer's contract) the Customer will be charged an early termination fee equal to the remainder of the balance of the initial term for the disconnection of the DS3 Service. For details on all fees see Section 8 "OTHER FEES FOR COVAD SERVICES."



**No 30 Day Guarantee**

Covad's 30 Day Satisfaction Guarantee does not apply to Covad DS3 Services. Customer remedy for service related issues are provided in the Service Level Agreement.

**UPGRADE/DOWNGRADE OPTIONS:**

Customer may potentially upgrade to a higher speed of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., DS3 to DS3) and, (2) such upgrade option is available based on service availability from the Central Office serving the Customer's location and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on service availability from the Central Office serving the Customer's location and, the condition of the wire from the Central Office to the Customer's premises. Customers with DS3 Service may downgrade or upgrade to another DS3 Service speed without disconnecting the original End User Circuit and without incurring an upgrade or downgrade charge. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade/downgrade and, if Customer terminates the original End User DS3 Circuit prior to the termination of its initial term, Customer will incur an early termination fee for the disconnection of the original End User Circuit.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., DS3 to T1) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur an early termination fee for the disconnection of the original End User Circuit.

**INSTALLATION SERVICES OFFERED:**

DS3 Services require Professional Installation services by a Covad FST. After Covad has verified the Customer's Local Exchange Carrier ("**LEC**") has delivered and provisioned a qualified loop to the Customer's premises, the Covad FST will provide and install a Covad-provided CPE during the scheduled installation appointment.

If the Customer chooses to provide its own CPE, such CPE must conform to Covad's compatibility standards as described in Covad's CPE Policy Guide.

The Customer-provided CPE must be available onsite when the Covad FST arrives to the Customer premises to perform the installation. If the Customer-provided CPE is not available at the Customer premises when the Covad FST arrives to perform the installation, the Covad FST will locate the qualified loop delivered by the LEC at the minimum point of entry and extend it to the jack, verify service activation and close the order and initiate billing. Customer is responsible for configuring and connecting the Customer-provided CPE.

Customer will be responsible for the ordering, set-up, configuration, functioning, maintenance and any necessary repair of the Customer-provided CPE. Covad will not troubleshoot or configure the Customer-provided CPE.

Professional Installation includes the following on-site services, where required (a limit of 2 hours of included on-site time for each Professional Installation):

- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Customer Premises Equipment ("CPE"): hardware installation and configuration of

Covad-qualified equipment

The Professional Installation fee does not include the cost of the CPE. Professional Installation service does not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customer is responsible for quality and repair of inside wiring. Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

Throughput and Distance Limitations for DS3 Services			
Service Name	Maximum Throughput Downstream	Maximum Throughput Upstream	Distance Limitations
DS3 20.0M	20,000 kbps	20,000 kbps	None
DS3 25.0M	25,000 kbps	25,000 kbps	None
DS3 30.0M	30,000 kbps	30,000 kbps	None
DS3 35.0M	35,000 kbps	35,000 kbps	None

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for DS3 Services.

- Customer Support – Covad Dedicated DS3 Support Team**
- Installation Interval Target for DS3 is 55 calendar days**
- Monthly Service Availability Target – 99.99%**
- Time to Repair Service Target – 4 hours**
- Average Network Delay Target – 110 milliseconds (“ms”)**
- Average Delivery Target - 99.90%**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

**IP ADDRESS PROVISIONING:**

Covad provides either one (1) static and public IP address with Network Address Translation (“**NAT**”) or five (5) usable static and public IP addresses without NAT as basic IP configuration options for DS3 Internet Services. The default IP address setting is 1 static IP with NAT. Additional static and public IP addresses without NAT, in configurations of 13, 29, 61, 125, or 253 usable IP addresses, are available at the time of ordering or after installation for additional setup and recurring charges and for use in accordance with the standards applied by the American Registry for Internet Numbers (“**ARIN**”) for the use of all IP space. Please note that Covad does not offer a static public LAN and WAN configuration but offers either a public LAN/private WAN combination or private LAN/public WAN combination. Covad also utilizes PPP authentication to bind the assigned static public IP to the Customer router. PPP authentication is completed automatically by the router and does not require any intervention by the Customer. Customers who wish to purchase 13 or more IP addresses are required to provide information to Covad, in accordance with ARIN guidelines, justifying the usage of the IP addresses before Covad will allocate the additional IP addresses. Covad will provide such Customer-provided information to ARIN upon request from ARIN. For more details please refer to [Other Fees for Covad Services](#) section.

**ISP SERVICES OFFERED:**

As part of DS3 Services, the Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**SPECIAL CONSTRUCTION:**

Special construction generally refers to modifications that need to be done by the ILEC in order to deliver a DS3 loop often, this type of construction is necessary when the ILEC has inadequate outside plant facilities. Special construction may include laying new copper cable, building a repeater unit that houses Midspan/Adtran, or building a pair gain hut in the field.

In some cases, the ILEC does not pass through the costs associated with special construction work to Covad. However, often the ILEC will pass these charges through to Covad, and we will in turn pass the charges through to the Customer. If there is a need for special construction and there are charges associated with the special construction work, Covad Customer Service will notify the Customer via email of the estimated charges as provided by the ILEC. The Customer must send an email accepting those charges before Covad will continue to process the order—Customers may not use the “reply” button; a new message must be created. If the Customer does not do this within five business days, the order will be canceled. In some instances, the estimate of charges may differ from the final charge. In such instances the Customer will be liable for the total amount billed to Covad by the ILEC even if such amount differs from the initial estimate.

*NOTE: In cases where special construction is required, the Covad Installation Interval Service Level Agreement does not apply. Covad reserves the right to reject special construction charges without contacting the Customer. In such a case, Covad may have to cancel the Customer’s order.*

**COVAD STANDARD DSL PLUS V.07 SERVICE**

**DESCRIPTION:**

Standard DSL Plusv.07 (formerly TeleSoho Shared Line ADSL) Services are Internet Services based on Asymmetric Digital Subscriber Line (“**ADSL**”) services provisioned on a shared line basis (meaning that the Customer will receive ADSL services over the same line on which he or she currently receives his or her voice service). The availability and performance of Standard DSL Plusv.07 Internet Services depends on the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer’s premises. To subscribe to Covad Standard DSL Plusv. 07 Services, Customers must have local telephone service through one of the following companies: AT&T, Verizon or Qwest. If Customer has local phone service with one of the listed companies at the time of the Covad order, and subsequently changes its shared line voice service to another provider while subscribing to Covad Standard DSL Plusv.07 Service, Customer will lose its Covad service and will be charged any applicable early termination/disconnection fees if the termination occurs during the initial term. This is the nature of line-sharing services and cannot be altered for individual customers.

**AVAILABILITY:**

Customers may order Standard DSL Plusv.07 Services through October 9, 2008 **only**. After October 9, 2008, Covad may continue to support existing Standard DSL Plusv.07 Services installed on the Covad network until Customer chooses to disconnect or terminate such Services.

#### UPGRADE/DOWNGRADE OPTIONS:

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises.

Customers with a Standard DSL Plusv.07 Service may potentially (1) downgrade to a Standard DSL Service, (2) upgrade/downgrade to a Standard DSL PlusService and, (3) may upgrade/downgrade to another Standard DSL Plusv. 07 Service speed (provided customer submits its upgrade/downgrade order to Covad by October 9, 2008), without disconnecting the original End User Circuit and without incurring an upgrade/downgrade charge.

**NOTE:** After October 9, 2008, Customers with Standard DSL Plusv.07 Services may potentially (1) downgrade to Standard DSL Services and (2) upgrade/downgrade to a Lineshare ADSL Service.

For downgrade and upgrade purposes, ADSL shared line or line-split technology is not considered to be within the same class of technology or product family as dedicated line ADSL services. This means that a shared line or line-split service, such as Lineshare ADSL v.07 Service, cannot be upgraded or downgraded to a dedicated line service and a dedicated line service cannot be upgraded or downgraded to a shared line or line-split service.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL, etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

#### INSTALLATION SERVICES OFFERED:

Self Installation or Professional Installation Options are available.

For all Self Installation Services, the Customer is responsible for performing all installation activities at the Customer's premises. Covad will ship the DSL equipment in a Self Installation Kit directly to the Customer after verification that Customer's LEC has provided a DSL capable loop. Covad offers technical telephone assistance to assist the Customer with any installation issues. If the Customer is unable to complete the installation, the Customer can request a Professional Installation by calling Covad Customer Care at 1-888-642-6823. Please note that Covad charges a fee for Professional Installation services.

If Customer chooses Self Installation Services, Covad will close the order and begin billing after the Customer's LEC confirms that the DSL capable loop has been delivered, or when Covad detects traffic on the Customer Circuit, whichever occurs first.

The Self Installation Kit for TeleSOHO Line Shared/Standard DSL Plusv.07 Internet Services includes the following components:

- Ethernet Bridge or Router (Standard DSL, Standard DSL Plusv.07, Standard DSL Plus or Business DSL Internet Services)
- Ethernet cable
- Phone cord/cable
- Up to five (5) analog DSL filters – four in-line filters and one wall mount filter (wireless router kit only)
- User Guide and Flash Installation CD

If the Customer has selected a Professional Installation at the time of order entry Covad will schedule an installation time with the Customer to install the DSL equipment. Prior to the Professional Installation, Covad will ship the DSL equipment, including the bridge or router, to the Customer.

For Standard DSL Plusv.07 Services, Customer can complete the installation of the DSL equipment, and request that the Professional Installation be canceled by calling Covad Customer Care at least one (1) full business day prior to the scheduled installation date to avoid a cancellation charge. In addition, as described above, if Customer is unable to install the Self Installation Kit, Customer may request a Professional Installation by calling Covad Customer Care at 1-888-642-6823. Please note that Covad charges a fee for Professional Installation services.

Professional Installation includes the following on-site services, where required (limit of 2 hours of on-site time for each Professional Installation):

- NID splitter or in-line filter installation, including cost of filters or splitter (not included in the case of Business DSL Professional Installation)
- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Hardware installation of Covad-provided DSL equipment

The Professional Installation fee does not include CPE fees. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customers are responsible for quality and repair of inside wiring, any software installation, and work necessary to connect their LAN to the Covad DSL service.

Changes and/or cancellations to Professional Installation appointment times that are not provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

<b>Throughput and Distance Limitations for Standard DSL Plusv.07 Services</b>					
<b>Service Name</b>	<b>Maximum Throughput Downstream</b>	<b>Minimum Throughput Downstream</b>	<b>Maximum Throughput Upstream</b>	<b>Minimum Throughput Upstream</b>	<b>Distance Limitations *</b>
Standard DSL Plusv.07 1.5/384	Up to 1,500 kbps	128 kbps	Up to 384 kbps	64 kbps	15,000 feet
Standard DSL Plusv.07 3.0/768	Up to 3,000 kbps	1,500 kbps	Up to 768 kbps	128 kbps	12,000 feet
Standard DSL Plus v.07	Up to 6,000 kbps	3,000 kbps	Up to 768 kbps	128 kbps	10,000 feet

6.0/768				
<p>* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.</p>				
<p><b>SLA (Service Level Agreement) OFFERED:</b></p>				
<p>All Standard DSL Internet Services are "commercially reasonable efforts" services. This means that Covad does not guarantee the performance of the Services, including any bandwidth or speeds. As with all End User Services, Standard DSL Plusv.07 service speeds are dependent on a number of factors, including the distance of the End User from the Central Office and the condition of the End User Circuit. The table above shows the minimum upstream and downstream speed for each Standard DSL Plusv.07 Service (the "Performance Standard"). Covad will consider any Service that meets its associated Performance Standard an acceptable and successful service setup. If Customer is not satisfied with the speed of the Service after installation, Customer may cancel the Service within thirty (30) days from the Billing Start Date without penalty.</p>				
<p><b>IP ADDRESS PROVISIONING:</b></p>				
<p>Standard DSL Plus v.07 Internet Services will be provisioned with one (1) fixed and public IP address with Network Address Translation ("<b>NAT</b>"). When NAT is chosen as the IP configuration, the fixed IP address is terminated on the Customer Premises Equipment and cannot be assigned to individual computers or devices. Customers may also choose to order five (5) fixed and public IP addresses without NAT for an additional fee.</p>				
<p><b>ISP SERVICES OFFERED:</b></p>				
<p>As part of Standard DSL Plus v.07, the Customer will receive the following ISP services:</p> <ul style="list-style-type: none"> <li>• Fifteen (15) email accounts at Covad.net domain</li> <li>• Ten (10) MB Web space at Covad.net domain</li> <li>• Lineshare ADSL24x7x365 customer support</li> <li>• Access to online <i>My Covad Account</i>, (formerly SMART Account Manager) at <a href="http://www.covad.net">www.covad.net</a></li> </ul>				

COVAD BUSINESS DSL V.07 SERVICE
<p><b>DESCRIPTION:</b></p> <p>Business DSL v.07 (formerly TeleSoho Dedicated Line ADSL) Internet Services are based on ADSL or ADSL2+ dedicated line technology. This means the service is provisioned over a dedicated line and does not share the line with Customer's voice service. The availability and performance of Business DSL v.07 Internet Services depends on the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer's premises.</p>
<p><b>AVAILABILITY:</b></p> <p>Customers may order Business DSL v.07 Services through October 9, 2008 <b>only</b>. After October 9, 2008, Covad may continue to support existing Business DSL v.07 Services installed on the Covad network until Customer chooses to disconnect or terminate such Services.</p>
<p><b>UPGRADE/DOWNGRADE OPTIONS:</b></p>

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a downgrade charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises.

Customers with a Business DSL v.07 Service may potentially (1) upgrade/downgrade to another Business DSL Service and, (2), upgrade/downgrade to another Business DSL v. 07 Service speed (provided customer submits its upgrade/downgrade order to Covad by October 9, 2008) without disconnecting the original End User Circuit and without incurring an upgrade/downgrade charge.

*NOTE: After October 9, 2008, Customers with Business DSL v.07 Services may potentially upgrade/downgrade to a Business DSL Service.*

For downgrade and upgrade purposes, ADSL shared line or line-split technology is not considered to be within the same class of technology or product family as dedicated line ADSL services. This means that a shared line or line-split service, such as Business DSL v.07 Service, cannot be upgraded or downgraded to a dedicated line service and a dedicated line service cannot be upgraded or downgraded to a shared line or line-split service.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL, etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

#### INSTALLATION SERVICES OFFERED:

Business DSL v.07 Services require Professional Installation. Self-installation option is not available. Please note that Covad charges a fee for Professional Installation services. Covad will schedule an installation time with the Customer to install the DSL equipment. Prior to the Professional Installation, Covad will ship the DSL equipment, including the bridge or router, to the Customer.

Professional Installation includes the following on-site services, where required (limit of 2 hours of on-site time for each Professional Installation):

- NID splitter or in-line filter installation, including cost of filters or splitter (not included in the case of Business DSL Professional Installation)
- Basic inspection of inside wiring: maximum of 30 minutes including tracing or toning across phone closets
- Hardware installation of Covad-provided DSL equipment

The Professional Installation fee does not include CPE fees. Professional Installation Services do not include installation or repair of inside wiring, installation of software on the Customer's computer, or any work necessary on the Customer's Local Area Network (LAN). Customers are responsible for quality and repair of inside wiring, any software installation, and work necessary to connect their LAN to the Covad DSL service.

Changes and/or cancellations to Professional Installation appointment times that are not

provided to Covad at least 24 hours (one full business day) in advance will result in a Missed Appointment fee.

**THROUGHPUT & DISTANCE LIMITATIONS:**

**Throughput and Distance Limitations for Business DSL v. 07 Services**

Service Name	Maximum Throughput Downstream	Minimum Throughput Downstream	Maximum Throughput Upstream	Minimum Throughput Upstream	Distance Limitations *
Business DSL v.07 1.5/384	Up to 1,500 kbps	128 kbps	Up to 384 kbps	64 kbps	15,000 feet
Business DSL v.07 3.0/768	Up to 3,000 kbps	1,500 kbps	Up to 768 kbps	128 kbps	12,000 feet
Business DSL v.07 6.0/768	Up to 6,000 kbps	3,000 kbps	Up to 768 kbps	128 kbps	10,000 feet
Business DSL v.07 8.0/1.0	Up to 8,000 kbps	3,000 kbps	Up to 1,000 kbps	128 kbps	9,000 feet
Business DSL v.07 10.0/1.0	Up to 10,000 kbps	8,000 kbps	Up to 1,000 kbps	128 kbps	6,000 feet
Business DSL v.07 15.0/1.0	Up to 15,000 kbps	10,000 kbps	Up to 1,000 kbps	128 kbps	4,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

**SLA (Service Level Agreement) OFFERED:**

Covad offers the following SLAs for Business DSL v.07 Services.

**Customer Support – Covad Standard Support Team**  
**Time to Repair Service Target – 36 hours**

For additional details please refer to [Covad Standard Service Level Agreement](#) section.

The table above shows the minimum upstream and downstream speed for each ADSL Service (the "**Performance Standard**"). Covad will consider any Service that meets its associated Performance Standard an acceptable and successful service setup. If Customer is not satisfied with the speed of the Service after installation, Customer may cancel the Service within thirty days from the Billing Start Date without penalty.

**IP ADDRESS PROVISIONING:**

Business DSL v.07 Internet Services are provisioned with one (1) fixed and public IP address with Network Address Translation. When NAT is chosen as the IP configuration, the static IP address is terminated on the Customer Premises Equipment and cannot be assigned to individual computers or devices.

Customer may choose to order five (5) static IP addresses without NAT for an additional fee. For more details please refer to [Other Fees for Covad Services](#) section.



**ISP SERVICES OFFERED:**

As part of Business DSL v.07 Internet Services, Customer will receive the following ISP services:

- Fifteen (15) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- Lineshare ADSL24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

## COVAD STANDARD DSL LINK SERVICE

### DESCRIPTION:

Standard DSL Link (formerly TeleSurfer Link) Internet Services are based on ADSL shared line technology. This means the Covad's shared line ADSL Service is provisioned over Customer's phone line.

The availability and performance of Standard DSL Link Internet Services depends on the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer's premises.

### AVAILABILITY:

Standard DSL Link Internet Services are no longer available for ordering. Covad may continue to support existing Standard DSL Link Services installed on the Covad network until Customer chooses to disconnect or terminate its Standard DSL Link Services.

### UPGRADE/DOWNGRADE OPTIONS:

Customer may upgrade to a higher grade of service without incurring an upgrade charge provided (1) Customer is upgrading within the same class of technology or product family (e.g., dedicated ADSL to dedicated ADSL or T1 to T1 technology) and, (2) such upgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Likewise, Customer may downgrade without incurring a charge as long as Customer is downgrading within the same class of technology and such downgrade option is available based on the distance limitations and the condition of the wire from the Central Office to the Customer's premises. Customers with a Standard DSL Link Service may potentially upgrade to a Standard DSL or Lineshare ADSL Service without disconnecting the original End User Circuit and without incurring an upgrade charge.

For downgrade and upgrade purposes, ADSL shared line or line-split technology is not considered to be within the same class of technology or product family as dedicated line ADSL services. This means that an ADSL shared line or line-split service, such as Standard DSL Link, cannot be upgraded or downgraded to an ADSL dedicated line service, such as Business DSL, and a dedicated line service cannot be upgraded or downgraded to a shared line or line-split service.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., shared line ADSL to dedicated line ADSL, SDSL to T1 or IDSL to ADSL...etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will incur a Disconnection Fee for the early termination of the original End User Circuit.

### INSTALLATION SERVICES OFFERED:

Covad no longer offers Installation Services for Standard DSL Link since this Service is not available for ordering.

**THROUGHPUT & DISTANCE LIMITATIONS:**

Standard DSL Link Internet Services Throughput and Distance Limitations					
Service Name	Maximum Throughput Downstream	Minimum Throughput Downstream	Maximum Throughput Upstream	Minimum Throughput Upstream	Distance Limitations*
Standard DSL Link	Up to 384kbps	64 kbps	Up to 128kbps	64kbps	18,000 feet

\* Because there are a number of factors that determine whether Covad will be able to offer broadband access Internet services at a particular location, Covad does not guarantee that it will be able to offer service even if Customer's location is within the distance limitations.

**SLA (Service Level Agreement) OFFERED:**

All Standard DSL Link Internet Services are "*commercially reasonable efforts*" services. This means that Covad does **not** guarantee the performance of the Services, including any bandwidth or speeds. As with all End User Services, Standard DSL Link Service speeds are dependent on a number of factors, including the distance of the End User from the Central Office and the condition of the End User Circuit. The table above details the minimum upstream and downstream speed for Standard DSL Services (the "**Performance Standard**").

**IP ADDRESS PROVISIONING:**

Standard DSL Link Internet Services will be provisioned with one (1) dynamic IP address via PPPoE (Point to Point Protocol over Ethernet). Covad will provide the PPPoE software to the Customer in the Covad Self Installation Kit. Static IP addresses are not available with any Standard DSL services.

**ISP SERVICES OFFERED:**

As part of Standard DSL Link, the Customer will receive the following ISP services:

- One (1) email accounts at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

## COVAD DIAL INTERNET SERVICE

### DESCRIPTION:

As part of Dial Internet Services, the Customer will receive the following:

- 150 hours of dial service each month; additional hours charged at \$1.50 per hour or fraction thereof
- Five (5) email accounts at Covad.net domain
- Ten (10) MB Web space at Covad.net domain
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) tool

### AVAILABILITY:

This service is currently offered and supported.

### UPGRADE/DOWNGRADE OPTIONS:

There are no upgrade downgrade options available for this service.

### INSTALLATION SERVICES OFFERED:

Customers can use the Installation CD provided by Covad to complete the installation of this service on their Personal Computer. A phone line and an internal/external modem are required to use this service and connect to the Internet. Please refer to the User Guide provided in your Installation Kit for further details.

### THROUGHPUT & DISTANCE LIMITATIONS:

The throughput is dependent on the modem speed and the line quality of the customer's telephone line. There are no distance limitations that Covad publishes for this service.

### SLA (Service Level Agreement) OFFERED:

Covad does not offer any Service Level Agreement for this service.

### IP ADDRESS PROVISIONING:

Dial Internet Services will be provisioned with one dynamic IP address via PPPoE (Point to Point Protocol over Ethernet). Covad Self Installation Kit will contain PPPoE software for Customer. Static IP addresses are not available with any Dial Internet services.

## COVAD HOSTING & EMAIL SERVICE

### DESCRIPTION:

Covad offers Hosting and Email Services as value added options for its Broadband Access Services as well as its Integrated Access Services, described below. Covad Hosting Services includes Email and Web Hosting Services. These services allow Customers to outsource the storage, hardware, and software requirements for their email system and website. In exchange for providing this online service, Covad charges a monthly fee, a setup fee for certain plans, and any other applicable fees set forth below. Covad Hosting Services are designed for individuals and businesses who want to establish an identifiable presence on the Internet. Using these services, Customers can:

- Register a new or transfer an existing domain
- Include their domain in their email address(es)
- Use Covad-provided or non-Covad-provided software to build and manage a website
- Have Covad host their website, enabling end users to access the Customer's site

Covad Hosting Services are available to all Broadband and Integrated Access Service Customers and are not restricted by physical location.

### Email and web hosting plans:

	Business- Class Email *	Basic	Enhanced	Premium
Number of email boxes	10	30	40	60
Website storage (GB)	N/A	1	2	4
Website transfer (GB)	N/A	60	100	200
Covad Web Builder	N/A	Yes	Yes	Yes
Web reporting	N/A	Yes	Yes	Yes
Webmail	Yes	Yes	Yes	Yes
Email storage (MBs/mailbox)	250	250	250	250

\* The Business-Class Email plan entitles the Customer to register a domain and use email associated with their domain but does not include any Web design and Web hosting features.

Additional email boxes, email and website storage, and website transfer are available for the additional fees described below.

Covad Hosting Services are shared, meaning that a Customer's website co-exists with other Customers' sites on the same server. The benefits to Customers of shared services are that they are more efficient and less expensive.

### Additional email and web hosting service fees:

Add-on Features	Monthly Price
Additional mailboxes	\$1.50 per email box
Additional email storage	\$5.00 per 50 MBs
Additional website storage	\$5.00 per 50 MBs
Domain name registration	\$20.00 per year for .com, .net, .org \$35.00 for 2-year registrations for .biz, .info

<b>AVAILABILITY:</b>
This service is currently offered and supported.
<b>UPGRADE/DOWNGRADE OPTIONS:</b>
Customers can upgrade/downgrade their Hosting and Email Services to suit their needs.
<b>CONTRACTS:</b>
All Customers must accept the Covad Hosting Services Agreement. The contract term is month-to-month and may be canceled by either party as described below. There is no cancellation fee associated with Covad Hosting Services, except that Covad will not refund fees paid to Covad prior to cancellation of the Agreement or any fees collected for domain name registrations. Customers are required to abide by the terms outlined in the Hosting Services Agreement, these Customer Policies, and the Acceptable Use Policy. Covad reserves the right to cancel a Customer's service for violation of these terms.
<b>CANCELING THE SERVICE:</b>
<p>Cancellation can occur for one of two reasons:</p> <ol style="list-style-type: none"> <li> <b>1. Customer-initiated cancellation</b>            A Customer may cancel its hosting plan at any time. In the event that a Customer cancels its hosting plan but wishes for Covad to maintain its domain name, the account will remain active, and Covad will bill the Customer for the periodic (annual) domain name registration fee, although Covad reserves the right to cancel this service upon thirty days notice to Customer. If a Customer cancels its Covad Broadband Access Service or Integrated Access Service, the hosting plan will remain in service and Covad will bill the Customer for the monthly recurring fees for the hosting plan and the periodic (annual) domain name registration fee until cancelled by either party on thirty days prior written notice.         </li> <li> <b>2. Covad-initiated cancellation</b>            Covad retains the right to cancel any hosting service at any time by providing Customer with thirty (30) days notice. Covad also retains the right to cancel service at any time for reasons related to:           <ul style="list-style-type: none"> <li>• Non-payment or other breach of the Hosting Service Agreement</li> <li>• Violation of the terms in these Policies or the Acceptable Use Policy</li> </ul> </li> </ol> <p>All Customer-initiated cancellations for hosting services must be made by calling Covad Customer Care at 888.64.COVAD or by faxing a notice of cancellation to Covad at 866.839.2887.</p>
<b>COVAD EMAIL AND WEB HOSTING SERVICE CUSTOMER CARE POLICY:</b>
<p>Covad provides 24x7x365 support for Customers using any hosting plan and covers issues related to:</p> <ul style="list-style-type: none"> <li>• Ordering a hosting plan</li> <li>• Registering or transferring a domain</li> <li>• Setting up a website using Covad-provided software</li> <li>• Helping manage any Hosting Services features and settings</li> <li>• Troubleshooting technical problems related to Covad Hosting Services</li> </ul> <p>As a policy, Covad will not provide support for Hosting Services other than as listed above. In particular, Covad will not:</p> <ul style="list-style-type: none"> <li>• Contact the other registrar/provider on behalf of the Customer to transfer a domain</li> </ul>

- Resolve domain transfer problems that are caused by the other registrar/provider
- Call the Customer when the domain has been successfully transferred—this can be monitored in *My Covad Account*, (formerly SMART Account Manager).
- Build a website for the Customer
- Answer in-depth questions about non-Covad-provided Web design software (e.g., FrontPage)
- Debug HTML, ASP, or Perl code
- Perform data mining analysis

**CONTENT MANAGED AND DISTRIBUTED USING COVAD EQUIPMENT AND FACILITIES:**

By definition, the Customer is using Covad and its partners' equipment and facilities to store and distribute content via email and a website. As such, Covad's reputation is at risk if a Customer abuses acceptable use policies set forth by Covad. Please see the Covad Acceptable Use Policy ("**AUP**") to become familiar with these issues.

**COVAD TELEDEFEND SECURITY SERVICE**

**DESCRIPTION:**

***Covad no longer offers TeleDefend services to new customers. Customers with existing TeleDefend Services may add on sites by contacting Covad Customer Support.***

TeleDefend brand has two different services:

**TeleDefend Firewall:**

Managed firewall service based on NetScreen device and using stateful packet inspection. Covad pre-configures and/or remotely configures the NetScreen device per Customer's order, but Customer must self-install the NetScreen device. Once installed, Covad provides remote 24x7x365 customer support and 24x7x365 health monitoring.

**TeleDefend VPN/Firewall:**

Site-to-site virtual private networking ("VPN") service based on NetScreen device and using IPSec Triple DES ("3DES") encrypted tunnels. Also includes a managed firewall, which uses stateful packet inspection. Covad pre-configures and/or remotely configures the NetScreen device per Customer's order, but Customer must self-install the NetScreen device. Once installed, Covad provides remote 24x7x365 customer support and 24x7x365 health monitoring.

**AVAILABILITY:**

This service is no longer offered but is currently supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customers can upgrade/downgrade their existing TeleDefend Services to suit their needs.

**FIREWALL CONFIGURATIONS:**

Customers can specify up to 20 total incoming and outgoing policies for TeleDefend Firewall or TeleDefend VPN/Firewall Services. These policies can be customized to meet most Customer requirements. Customers can define an inbound policy to block all incoming connections for

maximum security, or define an inbound policy that will allow access only to host servers for email, Web pages, or almost any other IP-based service. Outbound policy definitions can be created to limit the types of applications that can be accessed by users from within the network. For example, Web surfing can be limited to specific computers. Customers will work with a designated Covad Sales Engineer to define and implement TeleDefend Firewall and TeleDefend VPN/Firewall Services.

#### TELEDEFEND PROVISIONING:

For each TeleDefend Service, Covad follows the following provisioning process:

- Covad configures the NetScreen device prior to shipping to Customer in the TeleDefend Self Installation Kit. The Self Installation Kit includes one (1) NetScreen device with a static and public IP address assigned, required cables, and installation instructions. For TeleDefend VPN/Firewall services, one (1) NetScreen device is needed for each site.
- Covad ships TeleDefend Self Installation Kit(s) to Customer's site(s). Covad notifies Customer of shipped TeleDefend Self Installation Kit(s) via an email that includes shipping information. Upon receipt, Customer installs NetScreen device per installation instructions and calls Covad Customer Care to finalize configuration and activate service.
- Covad commences billing at the earlier of: (a) the time at which Customer has successfully completed the installation process and Covad has confirmed activation in an email and/or phone call, or (b) ten (10) business days after Covad has shipped the TeleDefend Self Installation Kit.

#### TELEDEFEND SERVICE LEVEL AGREEMENT:

TeleDefend Customers receive a TeleDefend-specific SLA. Additional SLAs might apply based upon the broadband access service subscribed to by the Customer. The TeleDefend SLA represents Covad's commitment to providing reliable security services for its Customers and is the Customer's only remedy for service-related issues.

##### **Time to Respond:**

Covad will respond to each TeleDefend configuration change request or trouble ticket within 24 hours. If Covad does not respond within such a 24-hour period, Covad will credit Customer 10% of monthly TeleDefend Service charges at the affected site per incident, up to a maximum of 30% per month. The Customer must proactively report failure to meet this SLA to receive credit for the month of the request.

##### **Emergency Hardware Swap:**

In the event of a TeleDefend hardware failure, Covad will replace the security hardware within two (2) business days of when the failure is reported to and confirmed by Covad Customer Care. If Covad does not replace the security hardware within the two (2) business days, Covad will credit Customer 10% of monthly TeleDefend Service charges at the affected site per incident, up to a maximum of 30% per month. The Customer must proactively report failure to meet this SLA to receive credit.

All credit requests must be made pursuant to Covad's credit procedures outlined in the Claims and Credit Availability section of this document. In addition, TeleDefend Claims and Credit Availability are subject to all of the following conditions:

- Customer must contact Covad Customer Care immediately upon TeleDefend Service failure to perform
- Covad must be at fault for the failure to meet the SLA (as determined by Covad in its sole and reasonable commercial judgment)
- Customer must provide Covad remote access to the security hardware and other Covad-provided CPE at all necessary times



## COVAD MANAGED FIREWALL & VPN SERVICE

### DESCRIPTION:

Covad's Managed Firewall and VPN Services (the "Firewall Services") are only offered with Covad broadband access Services.

Covad does not support Customer-provided firewalls or devices, or Customer-provided VPN sites. Covad supports IP connectivity up to Customer's firewall device. Any support behind Customer firewall is the sole responsibility of Customer.

All Firewall Services are offered using a dedicated device that Covad or one of its vendors provides to Customer (e.g., Fortigate 60).

### **Managed Firewall:**

Managed Firewall Service based on a dedicated device using stateful packet inspection. Covad pre-configures the device and, time permitting, installs it at the Customer's premises at the same time Covad installs Customer's broadband Service. If the Covad Field Service Technician ("FST") is unable to install the device during the on-site installation, Customer must contact Covad Customer Care to request a phone-assisted installation. Once installed, Covad provides 24x7x365 support, 24x7x365 uptime monitoring, ongoing configuration management and reporting.

Service includes:

- Ongoing assessments of Customer's firewall & DNS setup
- Firewall administration (including rule changes)
- Maintenance of traffic flow
- Reporting (e.g., bandwidth resources, user activity)
- Web-based Portal for to view reports, place change requests and manage accounts.

### **Managed Firewall & VPN:**

Managed service that includes firewall device at each location and site-to-site IPSec VPN tunnel between two locations. Covad pre-configures the firewall devices and performs an on-site installation. Once installed, Covad provides 24x7x365 support, 24x7x365 uptime monitoring, ongoing configuration management and reporting.

Service includes:

- Two dedicated firewall devices - one for each location
- A single site-to-site IPSec 3-DES encrypted VPN tunnel between the two locations
- Only hub & spoke configurations are supported
- Ongoing assessments of Customer's firewall & DNS setup
- Firewall administration (including rule changes) Maintenance of traffic flow
- Reporting (e.g., bandwidth resources, user activity)
- Web-based Portal to view reports, place change requests and manage accounts.

### **Additional Managed Firewall VPN Location:**

Managed service that allows Customer to order additional VPN locations. Covad pre-configures the firewall device and performs an on-site installation. Once installed, Covad provides 24x7x365 support, 24x7x365 uptime monitoring, ongoing configuration management and reporting.

Service includes:

- A dedicated firewall device
- A single site-to-site IPsec 3-DES encrypted VPN tunnel between this location and the hub site
- Managed Firewall device includes:
  - Ongoing assessments of customer’s firewall & DNS setup
  - Firewall administration (including rule changes)
  - Maintenance of traffic flow
- Reporting (e.g., bandwidth resources, user activity)
- Web-based Portal to view reports, place change requests and manage accounts.

**Remote User VPN—available in 3, 5, 10 and 20-pack configurations:**

Managed service that helps to securely connect traveling/mobile/remote users to their company’s network. Service is offered as an add-on to the main services listed in the previous section. Supports IPsec client-based remote user VPN.

- Provisioned and activated against the hub site

**Subscription:**

Each Firewall Service carries a one year subscription term. Customer may retain the Covad-provided firewall device(s) after the one year term has expired.

**Pricing:**

Covad does not charge fees for installation or equipment for Firewall Services, but Customer will pay all relevant taxes on the retail price of the equipment.

Service	NRC	MRC	Tiered Pricing
Managed Firewall	\$0	\$99	N/A
Managed Firewall & VPN	\$0	\$199	N/A

**Add-ons:**

Service	NRC	MRC	Tiered Pricing
Remote User VPN 3-pack	\$0	\$59	N/A
Remote User VPN 5-pack	\$0	\$89	N/A
Remote User VPN 10-pack	\$0	\$149	N/A
Remote User VPN 20-pack	\$0	\$199	N/A

**AVAILABILITY:**

This service is currently offered and supported. Please call 720-670-3230 for support issues. Customer’s helpdesk personnel should assist Customer’s end users with VPN questions prior to contacting Covad.

**UPGRADE/DOWNGRADE OPTIONS:**

Customers can upgrade/downgrade their existing Managed Firewall and VPN services to suit their needs.

**Change Request:**

Covad will provide up to three configuration changes per year per device at no additional charge. Each additional configuration change will be charged on a per incident basis.

Covad will use commercially reasonable efforts to respond to all emergency or High Priority configuration changes within one hour and will use commercially reasonable efforts to implement the configuration change within four hours.

Covad will use commercially reasonable efforts to respond to all non-emergency or Standard Priority configuration changes within four hours and will use commercially reasonable efforts to implement the configuration change within 24 hours.

Definition of High Priority– Major business disruption or security issue or inability to access the Internet. Customer must indicate whether the change is High Priority or Standard Priority.

Type of configuration change	Targeted Times	Fee per change
High Priority	1 hour response time; 4 hours to effect the configuration change	\$120
Standard Priority	4 hour response time; 1 business day (24 hours) to effect the configuration change	\$100

**PROVISIONING:**

Covad will ship a preconfigured firewall device to Customer prior to the date on which Customer is to have its Covad broadband Services installed. Time permitting, Covad shall install Managed Firewall and VPN services at Customer’s premises at the same time that Covad installs Customer’s broadband Service.

**SERVICE LEVEL AGREEMENT:**

Covad will provide 24x7x365 uptime monitoring on the Firewall Services. Please call 720-670-3230 for support issues. Customer’s helpdesk personnel should assist Customer’s end users with VPN questions prior to contacting Covad.

**Emergency Hardware Swap:**

- In the event that a device fails, Covad will use commercially reasonable efforts to replace the malfunctioning device within two business days of the date that Customer notifies Covad’s support group of the failure and the support group confirms that the device is malfunctioning.

**BILLING POLICIES:**

Billing for Managed Firewall & VPN services will commence when Covad has confirmed through email notification that it has installed the Firewall Services. In the event that a spoke site in a site to site VPN installation occurs prior to the hub site, Covad will bill Customer for the managed firewall portion of the Firewall Services on such spoke site(s). Covad will commence billing for site-to-site VPN services once Covad has installed the hub site.

Customer will receive a consolidated invoice with the other Services that Customer has purchased from Covad.

Covad will bill multiple customer spoke VPN sites against the hub location.

**CANCELING THE SERVICE:**

Customer may cancel the Firewall Services within 30 days following the installation date without incurring any disconnection charges. However, Customer must return the Covad-provided equipment within 30 days of the cancellation date. If Customer fails to properly return the Covad-provided equipment, Covad will charge Customer the retail value of the equipment.

If Customer disconnects any of the Firewall Services after 30 days but prior to the end of the initial one year term, Covad will charge an early disconnection fee of \$500.00 per device supplied to Customer by Covad. In such case, Customer does not need to return the equipment.

If Customer disconnects its hub site, Customer will automatically disconnect all VPN sites. Customer will need to submit a new order if Customer wishes to re-configure its Firewall Services, including VPN services.

**COVAD ANTI-MALWARE SERVICE POWERED BY MCAFEE**

**DESCRIPTION:**

Covad's Anti-Malware Security Services (the "Security Services") deliver comprehensive real-time intelligent protection for desktops & servers against virus, spyware, phishing attacks and identity thefts using a single, hosted software solution.

**Pricing:**

\$4.00 per computer per month or part thereof.

**AVAILABILITY:**

This service is currently offered and supported.

**UPGRADE/DOWNGRADE OPTIONS:**

Customers can upgrade/downgrade their existing McAfee Licenses to suit their needs.

**PROVISIONING & SOFTWARE UPDATES:**

Provided Customer is current in all payments to Covad and is not in breach of Covad's Master Services Agreement or McAfee's software license, McAfee shall provide automatic updates over the Internet to the security software. McAfee will provide Customer with a grant number. Please keep this number in a safe place. McAfee requires it for support and updates.

**SERVICE LEVEL AGREEMENT:**

Please contact Covad for questions related to your Security Services. Please have your McAfee issued grant number.

Customer may cancel its Covad Broadband Services and retain its Security Services through Covad. Likewise, Customer may cancel its Security Service and maintain its Covad broadband Service. If Customer disconnects its Broadband Services and wants to cancel its McAfee Services, Customer must request to have its Broadband Services disconnected and its McAfee Services cancelled or terminated.

**BILLING POLICIES:**

Billing for the Security Services commences when Covad provides Customer with a notification containing the URL for Customer to download the Security Services software from McAfee. There is no initial term associated with the Security Services—Customer may cancel or terminate the Security Services at any time for any reason with thirty (30) days prior written notice to Covad. All security software shall be provided only through electronic downloads.

**COVAD INTEGRATED ACCESS SERVICE**

**DESCRIPTION:**

Covad’s Integrated Access Service (the “**IA Service**” or “**Integrated Access Service**”) provides voice services using Internet protocol over a Covad-provided broadband access connection. Covad’s IA Service is designed to work with Customer’s existing Key System or PBXs and related telephony equipment. The IA Service will enable Customers to leverage their existing hardware investment and, at the same time, potentially save on monthly combined telephony and broadband charges. Integrated Access Service is delivered over Covad’s Voice Optimized Access (“**VOA**”) T1 Service, which dynamically allocates bandwidth for voice and ensures that voice traffic takes precedence over data traffic. The IA Service supports up to a maximum of 12 simultaneous calls, which leaves 288 kbps for Customer’s data traffic. If fewer people are using the phone service, more bandwidth automatically becomes available for data transmission.

**CODECS:**

Covad will provision Integrated Access Service at G.711. Covad only supports G.711 codec for its IA Services, because Covad has found that call quality is maximized when using the G.711 standard. Covad does not currently support G729a but may support this codec in the future.

**FAX Machine/ Point of Sale (POS)/Alarm System**

Covad does not currently support the T.38 fax relay protocol. ***Covad Integrated Access Customers with a faxing requirement must secure an analog phone line with a third party provider to support outbound and inbound fax capabilities.***

In addition, Covad strongly recommends that Customer keep an analog phone line if Customer wants to run an alarm system or a point of sale (POS) machine. Covad does not support these services over Covad’s Integrated Access Services.

**SUPPORTED EQUIPMENT AND CONFIGURATION:**

Customer is responsible for providing and configuring a Covad-approved PBX or Key Systems and related telephony equipment that are necessary to use the IA Services.

Covad provides a list of Covad-approved IP PBXs that Covad has certified for use with Covad’s Integrated Access Services, and Covad provides a list of analog PBXs and Key Systems that Covad currently does not support. For the latest version of these lists, please see [www.covad.net/legal](http://www.covad.net/legal).

Customer must use the Covad-configured integrated access device (for analog PBX and Key Systems and Digital PBX) or a T1 Router (for IP PBXs) (in either case, a “**CPE**”) that Covad

provides for use with the IA Service. Covad will not support Customer-provided CPE or CPE that Customer has reconfigured.

Covad is not responsible for any CPE or other equipment that Covad has not provided, has been reconfigured and/or is not part of the Integrated Access Service. All service level agreements (SLAs) associated with Covad's Integrated Access Service are void if Covad determines, in its sole discretion, that the non-Covad provided equipment or non-Covad configured CPE contributed to Covad's failure to meet the SLA targets.

Covad's CPE warranties apply only to CPE purchased directly from Covad. CPE and telephony equipment purchased from Covad's Authorized Dealers or Fulfillment Partners or any other third party are not warranted by Covad. Please see such third party for any issues with CPE purchased through it.

Covad is not responsible for the configuration of, or internal support for, Customer's PBX, Key System and other telephony equipment that may be necessary to make such telephony equipment compatible with the IA Services. Customer is solely responsible for configuring Customer's telephony equipment to enable it to work with Covad's IA Service. Covad is only responsible for configuring the Covad-provided CPE with the configuration ordered by Customer at the time the Customer places its order with Covad.

If Customer receives a rebate or other credit back for the purchase of CPE, Customer will still be responsible for any applicable taxes based on the retail price of the CPE.

#### **Standard Configuration For Analog and Digital PBXs:**

- Covad will only support one name on Customer's caller id for each IA Service. Covad will support only one telephone number on Customer's caller id unless Customer's PBX supports full 10 digit dialing.
- Covad will not support any custom dial peer plans for analog PBXs or Key Systems. Covad supports a standard configuration where all numbers are shared and will ring starting at line 1 and will ring subsequent lines until it finds a line that is not busy. Covad will set ports for "loop start" and the idle voltage at approximately 40 volts.
- Covad will not support custom dial peer plans for Customer's digital PBX. Covad will support standard configuration in which all numbers will be presented to the digital PBX as full 10 digit numbers. ISDN switch type supported is 5ESS.

Standard configurations for IP PBXs are done on an IP PBX model by model basis. Covad does not support all IP PBX models. Please see [www.covad.com](http://www.covad.com) for supported IP PBX models.

#### **ADDING SERVICES / MOVING LOCATIONS:**

The basic IA Service consists of a single VOA T1 and four voice lines and a metered long distance calling plan. Customer may add additional voice lines (up to a maximum of 12), toll free service, hosting service, and upgrade to a long distance calling plan with more minutes.

#### **Moving Locations**

If Customer wishes to move its IA Services to another site, the Customer will need to disconnect IA Services at its current site and install new IA Services at the "move to" site. Covad will bill Customer for the new installation, as well as for any applicable disconnection charges related to the IA Services at Covad's then-current standard rates. However, if Customer disconnects its IA Service during its initial service term due to a Customer move, and Customer reorders Covad IA Services at Customer's new location at the time it disconnects its original IA Services, and then retains the new IA Service at Customer's new location for at least 30 days, Covad will apply a credit to Customer's invoice equal to the early termination fee for the disconnected IA Service within two billing cycles. Customer will be subject to Covad's then-current pricing for its Services at the new location. Covad does not guarantee that Customer will receive the same pricing or Services at its new location.

Covad will charge a onetime move fee of \$500.00 (not including applicable taxes and surcharges) for all moves.

*NOTE: Because moves between locations require a new VOA T1 circuit, Covad will need to assign new IP addresses to Customer for use with the IA Services at the new location.*

If Customer's requested IA Service is not available at the new location or Covad is unable provide the requested Service to Customer's new location, the disconnection will not be considered a move under this section. In such cases, any applicable standard early termination fees will apply, and Covad will not issue service credits.

### **Adding New Locations**

Customers that wish to add additional sites not covered under their existing Agreements must sign a new Quote or Quotes for the additional site(s) prior to placing the order.

### **Change Orders and Expedite Requests**

Covad does not support change orders for different PBX or Key Systems or changes to the Services set forth in Customer's original quote or order. In addition, Covad will not support expedite requests for IA Services. Customer may not change its order once it is submitted but may add or subtract services once Covad has installed the ordered Integrated Access Services.

### **INSTALLATION SERVICES:**

Only Covad Field Service Technicians ("**FSTs**") may complete installation of the Covad-provided CPE. Covad will not authorize the Customer or a Customer-designated vendor to install and/or complete delivery of Covad-provided equipment.

After the Covad FST has completed the VOA T1 Service installation, and testing and turn-up of Customer's IA Services, Customer will be solely responsible for configuring its PBX (or Key System) and related telephony equipment to work with the IA Service.

Covad is not responsible for the configuration of, or internal support for, Customer's PBX, Key System and other telephony equipment that may be necessary to make such telephony equipment compatible with the IA Services. Customer is solely responsible for configuring Customer's telephony equipment to enable it for Covad's IA Service. Covad is only responsible for configuring the Covad-provided CPE with the configuration ordered by Customer at the time the Customer places its order with Covad.

*NOTE: Covad provides 25-pair RJ-21X Male to Male cable for installations of Covad's IA Service with Customer's analog PBX/Key systems. Customer needs to arrange for a longer cable if the distance between Covad's IAD and Customer's PBX will be more than six feet.*

If Covad cannot deliver the ordered IA Services, Covad will cancel the order and Customer will not be liable for any service setup and equipment fees, other than fees for Missed Appointments (if applicable).

While Covad is not obligated to accept any order and may cancel a pending order at anytime, please note that if Customer delays the installation of the Integrated Access Services for sixty or more days from the date that Customer places an order with Covad, Covad will cancel the order.

### **SLA (SERVICE LEVEL AGREEMENT) OFFERED:**

Covad's goal is to provide 100% availability for the IA Service during non-maintenance windows. Covad will use **commercially reasonable** efforts to avoid unanticipated service interruptions and to minimize any IA Service disruptions caused by Covad. If Customer notifies Covad (by opening a trouble ticket at the time of the incident) that Customer has

experienced one or more IA Service interruptions due to Covad's equipment or facilities that make the IA Service unusable for more than fifteen (15) cumulative minutes (outside of a maintenance window) within a twenty-four (24) hour period, then, if verified by Covad and at Customer's written request, Covad will apply a service credit on Customer's invoice equal to 1/30th of Customer's monthly IA Service and related monthly recurring charges for the affected IA Service (the "**15 Minute Credit**").

#### **Time to Restore Service**

"**Time to Restore Service**" is applicable for a "hard down" circuit (i.e., Customer's access circuit is down or Customer's CPE is down) and is defined as the duration that Customer is unable to (a) make and receive external telephone calls and (b) access the Internet ("**Service Down**"). Measurement of Time to Restore Service commences with the date and time (as set forth on the trouble ticket) at which Covad or Customer reports the Service Down issue on a trouble ticket containing all information necessary for Covad to respond to the trouble ticket and ends upon confirmation by Covad to Customer that it has restored service to Customer. This calculation excludes any period that Covad waits for a response, availability, or action from Customer, and further excludes any period Covad spends monitoring the affected IA Service after Covad has restored the Service.

If Customer experiences a Time to Restore Service that exceeds four hours then, if verified by Covad and at Customer's written request, Covad will apply a service credit on Customer's subsequent invoice equal to 10% of Customer's monthly IA Service and related monthly recurring charges for the affected IA Service (the "**Four Hour Credit**").

The Four Hour Credit will be in lieu of the 15 Minute Credit. Customer is limited to one credit per twenty-four (24) hour period, up to a maximum of 100% of Customer's total monthly recurring invoice amount (excluding all usage based charges) per thirty day period. Customer must claim any applicable service credits by the 15<sup>th</sup> day of the month following the month in which the reported incident was resolved. These credits will not be available for (a) interruptions of Integrated Access Service during Covad's scheduled maintenance windows, (b) problems with, or maintenance on, equipment or services provided by anyone other than Covad (including changes to or reconfiguration of Customer's CPE not performed by Covad), or (c) Force Majeure events. *This SLA represents Customer's sole and exclusive remedy for any failures of the IA Services.*

15 Minute Credit claims will be given based on the full amount of the recurring monthly charges for the affected IA Services, exclusive of one-time usage based charges, fees and taxes. Usage-based charges that are not part of a calling plan and non-recurring charges will not be included when determining credits issued as part of the Integrated Access SLA.

Four Hour Credit claims will be given based on the base amount of the recurring monthly charges for the affected IA Services, exclusive of all usage-based charges, fees and taxes. No usage-based charges or non-recurring charges will be included when determining credits issued as part of the Four Hour Credit.

Customer must be current in all amounts owed to Covad to be eligible to receive SLA credits.

The procedures, limitations and time frames set forth in the Broadband SLAs apply to Integrated Access SLA claims. The Broadband SLA credits and metrics, however, do not apply to the IA Services.

#### TELEPHONE NUMBER (TN) CONFIGURATION:

Covad cannot provide specific phone numbers when Customer requests new phone numbers. In addition, Covad cannot guarantee numbers in sequential blocks.



**TELEPHONE NUMBER MOVES:**

Covad will allow Customer to move to a new location as long as the new address is supported by Covad. If Covad supports IA Services at the new location, Covad will port those numbers to the new IA Service at the new locations.

**LOCAL NUMBER PORTABILITY (LNP):**

Customer may transfer TNs it is currently using with another Local Service Provider (“LSP”) for use with Covad IA Services through the Local Number Portability (“LNP”) process. Because LNP involves two or more telephone companies, Covad cannot guarantee that Covad will be able to port the TNs by Customer’s requested due date. In addition, Covad cannot guarantee that it will always be able to successfully port Customer’s current TNs from its current telephony provider. However, Covad will use commercially reasonable efforts to accommodate Customer requests for approximate installation dates. The following guidelines apply to all LNP orders:

- Customer will provide a Letter of Authorization (“LOA”), signed by Customer’s employee who is listed as having account authority at Customer’s current LSP, that provides Covad with the authority to obtain Customer’s account records and port Customer’s existing TNs. The LOA must list all TNs that Customer wishes to port and identify the Billing Account Number (“BAN”). If multiple accounts are in use, one LOA per account is required. The LOA must reflect Customer name as it appears in the current LSP’s billing and account records. Please contact your current LSP for this information prior to submitting the LOA or LOAs to Covad.
- Customer is responsible for any changes to its existing services necessary to prepare its TNs for porting. These changes may include, but are not limited to: removal of local service provider freeze, removal of hunt groups, observance of service thresholds (minimum line requirements), and removal of ISDN services.
- On the LOA(s), Customer must clearly identify any TNs with Customer’s existing LSP that Customer does not wish to port to Covad, and Customer must inform Covad of the disposition of those TNs (e.g., disconnect or leave in service).
- Once Customer’s current LSP confirms a date for LNP, Customer should not make changes to that date or the underlying LNP order. In any event, changes to the order or the LNP date cannot be made within one week of the LNP date.
- Customer should not submit a service disconnection order to its existing LSP prior to successfully porting its TNs to Covad. If Customer disconnects its services with, or sends a disconnection order to, its current LSP prior to having all its TNs successfully ported to Covad, the LNP activity will fail and Customer may lose access to its TNs.

**USE OF PREDICTIVE DIALERS:**

The use of predictive dialers is strictly prohibited in conjunction with Covad IA Services. A predictive dialer is any system that automatically dials batches of telephone numbers, typically for connection to agents assigned to sales or other campaigns. Predictive dialers consume significant capacity and place high signaling loads on Covad’s systems and switches, producing service quality issues for all Covad customers on the switch. Covad may suspend or terminate Customer’s IA Services if Covad suspects that Customer is using a predictive dialer.

**SERVICE DISCONNECTION:**

Customer must provide a minimum of 30 calendar days (and a maximum of 60 calendar days) prior written notice if it wishes to disconnect its IA Services, and Customer will be liable for all charges for the IA Services prior to such disconnection date. Customer must submit the request for disconnection in writing to Covad and must include a signature from the Customer. Covad Authorized Dealers, Agents, Fulfillment Partners and Sales Representatives may not sign disconnection requests on behalf of Customer. Covad may, but is not required to, verify the disconnection request by contacting the Customer directly.

**IA Early Termination Fee**

There is no disconnection fee for disconnecting the IA Service once Customer's Initial Term has been completed. If a Covad IA Service is disconnected before the end of the Initial Term, early termination fees will apply as follows:

The early termination fees for an IA Service with a one year service term shall be \$200 for each whole or partial month remaining on the initial one year service term.

The early termination fees for an IA Service with a two year service term shall be \$150 for each whole or partial month remaining on the initial two year service term.

The early termination fees for an IA Service with a three year service term shall be \$100 for each whole or partial month remaining on the initial three year service term.

**BILLING:**

Customer's Initial Service Term for each IA Service begins on the date when Covad completes the installation of the IA Service (Installation Complete), which is also referred to as the "**Billing Start Date.**"

Additional Covad Services (such as Hosting Services) ordered at the same time as the IA Service will begin billing on the same Billing Start Date of the IA Service. If ordered separately, the additional Covad Service will begin billing once the order for such service order is complete.

Billing will begin for the first IA Service installed on its Billing Start Date even if Customer has ordered other IA Services for other locations that have not, at such time, been installed.

Covad generates IA Service invoices first day of every calendar month. The first IA Service invoice includes pro-rated MRCs, NRCs and usage charges for the first partial month of service plus standard MRCs for the invoice month. Subsequent invoices include MRCs for the invoice month and applicable NRCs and usage charges for the previous month.

IA Service Customers receive paper invoices with a consolidated bill for all Covad Services at all of Customer's sites. For IA Service, Covad does not support separate bills for different sites. The standard payment option for IA Service is by check. As an alternate payment option, Customer may make credit card payments each month through *My Covad Account* once Covad has installed the IA Service.

Customer shall be responsible for payment of all taxes, fees and surcharges in accordance with the terms of the Agreement.

**Disconnection**

Once Covad has installed an IA Service, Covad requires a signed Disconnect Form to terminate the IA Service. This form must be received by Covad at least thirty (but no more than sixty) days prior the requested disconnection date. Customer is responsible for all charges through the disconnection date.

**30-Day Satisfaction Guarantee**

If Covad is unable to resolve Customer's documented (through Covad issued trouble tickets) service issues with the Integrated Access Service to Customer's reasonable satisfaction, Customer may cancel the affected IA Service within thirty (30) calendar days from the Billing Start Date. In such cases, Customer must return any Covad-provided equipment in its original working condition, at which time Covad will credit all charges incurred (excluding usage based charges and missed appointments), waive the early termination fees, and terminate the Agreement.

For Email and Web Hosting Service, Customers who disconnect within thirty (30) calendar days will receive a full refund or credit for the setup fees and the monthly recurring charges, including additional features. However, if Customer has registered a domain through Covad, Covad will not refund or issue a credit for the registration fee since as the Customer now owns that domain and can transfer it to another provider.

### **Order Cancellation and Service Disconnections**

Customers may notify Covad to cancel their Integrated Access Service order without penalty prior to the Billing Start Date

Except as noted above, early termination fees will apply to any IA Service cancelled or terminated after the Billing Start Date, and Customer will no longer be able to return Equipment for credit. Customer disconnecting an IA Service prior to the end of its Initial Term is responsible for all charges and early termination fees through the disconnection date.

Customer must provide a minimum of 30 calendar days (and maximum of 60 calendar days) prior written notice to disconnect IA Services. Customer must submit the request for disconnection in writing to Covad including a signature from the Customer using the Covad Disconnect Request form (obtained by calling 1-800-278-7114, option 2). Covad Authorized Dealers, Agents, Fulfillment Partners and Sales Representatives may not sign disconnection requests on behalf of Customer. Covad may, but is not required to, verify the disconnection request by contacting Customer directly.

### **IA Service Early Termination Fee**

There is no disconnection fee for disconnecting IA Service once Customer has completed its one, two or three year Initial Term. Prior to such date, Customer is responsible for paying the applicable early termination fees.

For Web Hosting and email applicable termination fees shall be the lesser of (a) the fees for the remaining balance of the Customer Term or (b) the applicable Termination Fee set forth in the Other Fees for Covad Services section of these Customer Policies.

### **Charges and Billing Disputes**

Covad has up to 90 days to bill a valid charge inadvertently omitted from an invoice.

Customers are responsible for reviewing invoice charges upon receipt.

If Customer has a justified, good-faith dispute with a charge on an invoice, Customer has (60) calendar days from the invoice date to dispute the charge by submitting it in writing to [voipbilling@covad.com](mailto:voipbilling@covad.com) or by calling Covad VoIP Billing 1-800-278-7114, option 5, option 1. Customer must pay all amounts, whether or not in dispute, by the invoice due date. If Covad determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. If Customer fails to notify Covad of billing discrepancies within this (60) calendar day period, Customer will be deemed to have waived any dispute and will not be eligible for credit or invoice adjustments.

### **Accepting New Contracts**

Covad may, from time to time, offer reduce pricing on existing Services. If notified by Covad, existing Customers have the opportunity to take advantage of the new pricing by accepting the terms of a new Services Agreement. Unless otherwise stated, there will be an additional one, two or three year term requirement if Customer accepts the new Services Agreement. Customer must visit *My Covad Account*, (formerly SMART Account Manager) ([www.covad.net](http://www.covad.net)) to review any new pricing and accept the terms of the new Services Agreement.

**SLA Credit**

It is Customer's responsibility to identify, request and document all bona fide SLA claims and corresponding credits. To be eligible for SLA service credits, Customer must first report the applicable service availability or delay events to Covad Support. Covad will issue a trouble ticket number, and Covad will notify Customer of its resolution of the reported event. Customer must claim any applicable service credits by the 15th day of the month following the month in which the reported incident was resolved. Covad will verify Customer's SLA claim within thirty (30) days of a complete and properly submitted credit request, and will apply any applicable credits, as determined at Covad's sole discretion, to Customer's invoice following Covad's thirty (30) day review period.

*NOTE: Total credits in a given month on for a Service may not exceed the monthly recurring fees charged by Covad for such Service during such month. Any excess credits will not carry over into later invoices and have no cash value.*

Requests for SLA credits must be submitted to Covad by email to [voipbilling@covad.com](mailto:voipbilling@covad.com).

Covad will reject any credit requests that do not provide sufficient supporting information to allow Covad to verify the claim. Such information must include, at a minimum:

- The contact name for the IA Service for which the incident occurred
- The Covad circuit number for the affected IA Service on which the incident occurred
- The specific type of credit being requested
- The date(s) of the resolution of the trouble ticket(s) for the incident
- Any other information that Covad may reasonably request to assist Covad in verifying Customer's credit request

Covad does not guarantee that provision of the above information will be sufficient to allow Covad to verify the request. Covad will inform Customer of credit requests rejected for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within five (5) business days of Covad's notification of its rejection of the credit request. After Customer resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply. Covad will notify Customer of the results within 5 business days of receipt of such requested additional information.

Covad reserves the right to modify the format for submission of, and information required for, SLA credit requests.

Covad may, at its reasonable discretion and without notice, limit or eliminate Customer's eligibility and ability to submit SLA credit requests if (a) Customer has a past-due amount owed to Covad or (b) in Covad's sole determination, Covad determines that Customer has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein;
- Submitted an excessive number of rejected SLA credit requests; or
- Used, or attempted to use, the SLA credit process in a frivolous, abusive, or fraudulent manner

Covad will restore Customer's ability to submit SLA credit requests once Customer (i) has paid all amounts owed Covad (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to Covad assurances sufficient (in Covad's sole discretion) for Covad to determine Customer has cured the conduct that initiated Customer's ineligibility to participate in the SLA.

**INTERNATIONAL AND LONG DISTANCE RATES:**

Covad's rates for international and long distance calls are set forth on the International Rate Sheet and the Domestic Long Distance Rate Sheet (the "**Rate Sheets**"), each located at <http://www.covad.net/legal>. The pricing set forth on the Rate Sheets may be updated from time to time by Covad upon thirty (30) days notice, which notice will be considered given when posted at <http://www.covad.net/legal>.

**COVAD CLEAREDGE (VOIP) SERVICE (DISCONTINUED)**

**DESCRIPTION: *Note that these Services are no longer available to new Customers and may be discontinued for existing Customers at any time.***

Covad's Voice over Internet Protocol ("**VoIP**") Service provides voice services over a Covad-provided broadband connection. VoIP Services are designed for individuals and businesses who wish to receive both broadband Internet and digitized telephone service for running their businesses. Covad provisions a broadband connection in one of two ways:

- Over a broadband circuit on Covad's network (known as a Voice Optimized Access or "VOA" Service)
- Over a broadband line provided by Covad through its broadband partners (known as an Extended On-Net or "EON Service" line)

Covad does not support data-only EON circuits, nor will Covad provision EON circuits within its footprint where VOA is available unless customer is ordering an EON Load Balanced T1 Service. Covad will disconnect any EON Service that does not have Covad's VoIP Services provisioned over it within sixty days of the installation date for the EON Service, and Customer will be responsible for all applicable disconnection fees, as well as all incurred charges associated with the EON Service. Covad will migrate a VOA Service to the corresponding Covad data-only Service for any VOA Service that does not have Covad's VoIP Services provisioned over it within sixty days of the installation date for such VOA Service. In the alternative, Customer can cancel such VOA Service and Customer will be responsible for all applicable disconnection fees, as well as all incurred charges associated with the VOA Service.

*NOTE: The Monthly Recurring Charge (MRC) for a data-only Service may differ from the MRC for a Covad VOA Service.*

**EXCEPTIONS (UMNANAGED SITES):**

Covad VoIP services are designed to run over Covad-provided broadband services. In some cases, Covad may allow Customer to provide its own broadband access service for use with Covad's VoIP Services. These cases are considered "unmanaged" sites or connections. Unmanaged sites are only permissible a part of a multi-location VoIP installation. Customer must maintain the majority of its sites and active VoIP stations on Covad-provided broadband connections. Single location arrangements cannot be provided as unmanaged sites.

In cases where Covad VoIP Service is provided over an unmanaged connection, Customer must sign Covad's Non-Standard Service Addendum (NSA). Covad is not responsible for VoIP service quality issues on any unmanaged connections and SLA credits will not be available for VoIP Service.

Customer may request a Covad Fulfillment Partner to install its VoIP services for unmanaged locations. Customer will be charged service charges by the Fulfillment Partner in accordance with a separate agreement that Customer will sign with its chosen Fulfillment Partner.

**AVAILABILITY:**

Covad ClearEdge (VOIP) Services are no longer available for ordering. Covad will continue to support existing ClearEdge VoIP Services until Customer chooses to disconnect or terminate its ClearEdge VoIP Service.

**SERVICE TYPES:**

Covad offers two types of VoIP Services: (1) Covad ClearEdge Pro or Covad Pro (formerly vPBX) Service, which is a fully hosted VoIP Service; or (2) Covad ClearEdge Integrated Access or Covad IA (formerly PBXi Plus) Service, which works with a Customer's existing PBX system. Pricing for each Service is set forth in the Quote Generator.

For VoIP Services provided over an SDSL circuit, the availability of the VoIP Services, the Internet service speed delivered, and the number of telephone lines delivered depends upon the distance of the Customer from the Central Office of the local telephone company and the condition of the wire from the Central Office to the Customer's premises, referred to herein as the Customer Circuit. The VoIP Services consist of various speeds and types of broadband connections, listed in the table below:

Service Name	Maximum Throughput Downstream *	Maximum Throughput Upstream *
Covad EON Load Balanced T1	3,000 kbps	3,000 kbps
Covad EON	1,500 kbps	1,500 kbps
Covad VOA T1	1,500 kbps	1,500 kbps
Covad VOA SDSL 1.5	1,500 kbps	1,500 kbps
Covad VOA SDSL 1.1	1,100 kbps	1,100 kbps
Covad VOA SDSL 768	768 kbps	768 kbps
Covad VOA SDSL 384	384 kbps	384 kbps

\* Customer-experienced throughput rates may be lower due to protocol overhead.

The Covad VOA T1 and Covad EON Services will be tied to the corresponding speed of Covad T1 Services. The Covad VOA SDSL Services will be tied to the corresponding speed of the Covad SDSL Enterprise Services. For all other purposes except as set forth herein, the VoIP Service will be treated as the corresponding Covad Broadband Service.

Service Name	Corresponding Broadband Service
Covad EON Load Balanced T1	Not Applicable
Covad EON	T1 1.5
Covad VOA T1	T1 1.5
Covad VOA SDSL 384	SDSL Enterprise 384
Covad VOA SDSL 768	SDSL Enterprise 768
Covad VOA SDSL 1.1	SDSL Enterprise 1.1
Covad VOA SDSL 1.5	SDSL Enterprise 1.5

Covad offers a 30-day satisfaction guarantee on the VoIP portion of the Covad VoIP Services, as described below. Customers disconnecting within thirty (30) calendar days of the access circuit installation may request a credit back on all VoIP MRCs. Customer disconnecting their VoIP Services remain liable for all non-recurring charges including installation, service setup and equipment fees. Covad will not accept for credit any equipment purchased from Covad or through its agents and fulfillment partners. Customer will still be liable for all disconnection fees associated with the access circuit. The standard Broadband Service Satisfaction Guarantee does not apply.

**CODECS:**

Covad will provision all voice services, including Covad ClearEdge Pro (vPBX) and Covad ClearEdge Integrated Access (PBXi Plus) at G.711 unless Customer specifically requests G.729a. While Covad supports both the G.711 and the G.729a codecs for its voice services, call quality is maximized when using the G.711 standard. The G.729a standard for voice coding is appealing to some customers because it compresses calls to less than half the bandwidth of G.711 calls, allowing it to handle twice as many simultaneous calls compared to G.711. However, there are certain factors that need to be considered when using G.729a. These considerations are outlined below.

**Call Quality**

The G.729a standard may cause call quality issues, including:

- Voice and music sound quality may deteriorate.
- Faxing over G.729a does not work without T.38 fax relay protocol support. Covad does not currently support the T.38 fax relay protocol.

**G.729a calls may still negotiate at G.711**

In addition to call quality concerns, there are situations that may cause calls to be negotiated at G.711 regardless of which codec Customer has been provisioned on. This can cause bandwidth constraints for Customers if their call volumes and data bandwidth have been calculated on the assumption that 100% of calls perform at G.729a rates. Here are some of the reasons that calls may default to G.711:

- Network components—Certain network elements, including some carrier media gateways, do not support G.729a. If a call is routed through one of these gateways, it will automatically be negotiated at G.711. Covad cannot predict which calls will be affected by this, so we cannot guarantee call completion in the G.729a codec, even if Customer is provisioned as G.729a.
- Application support—The following applications do not support G.729a and therefore default to G.711:
  - 3-Way Conferencing
  - Meeting Place/Latitude Conferencing
  - Dashboard On-Demand Conferencing
  - Voicemail (Centigram)
  - Music on Hold
- PSTN calls—All inbound calls from the public switched telephone network (PSTN) are negotiated at G.711.

Since internetworking between carrier media gateways and within the Covad network must be consistent to ensure call completion in a primary codec, Covad does not guarantee call completion in the G.729a codec, even if Customer is provisioned as G.729a. This situation is not unique to Covad, as most VoIP providers work with this same pool of carriers and/or application vendors.

**Simultaneous Calls**

The table below provides reference points based on all calls processing at G.711 or G.729a. Even if Customers are provisioned at G.729a, in many cases they will realize simultaneous call limits associated with G.711, since the previously mentioned network and application elements do not support G.729a. Additional limits based on trunk/PRI size also apply for Covad Integrated Access service.

Service	Maximum simultaneous calls: G.711 (voice or fax)	Maximum simultaneous calls: G.729a
Covad EON Load Balanced T1	34	70
Covad EON T1	17	35
Covad VOA T1 1.5	15	23 with Cisco 2431 (Integrated Access) 18 with Cisco 1721 or 1841 (Pro)
Covad VOA SDSL 1.5	14	35
Covad VOA SDSL 1.1	10	26
Covad VOA SDSL 768	7	17
Covad VOA SDSL 384	3	7

### Covad Integrated Access (PBXi Plus) Line/Channel Limits

Please note that simultaneous calls are limited by trunk/PRI size as well as the codec call performance. For example:

- An analog customer with 8 lines cannot have more than 8 simultaneous calls.
- An analog customer with 16 lines cannot have more than 15 simultaneous calls.
- A digital customer cannot have more than 23 simultaneous calls, regardless of available bandwidth.

This is because the PRI has 24 total channels; 23 channels are dedicated for voice calls, and 1 channel is dedicated for signaling. Even when Covad is load balancing the calls over dual T1s, the maximum number of calls cannot exceed the 23 channels associated with the PRI.

### Calculating Bandwidth

The following voice call bandwidth allocations are used to determine voice call bandwidth.

Service	Kb/s per voice call
G.711	106
G.729a	42.4

*NOTE: Based on lab test results, adding a 36th call to a G.729a line results in call quality degradation. Thus Covad recommends no more than 35 simultaneous calls on G.729a.*

Sample bandwidth calculations based on G.711\*

Example #1: Customer is purchasing Covad ClearEdge Pro. They have a total of 30 employees, with a maximum of 10 people on the phone at any given time.

Single T1 circuit = 1,544 Kb

10 calls x 106 Kb = 1,060 Kb

Data bandwidth 484 Kb\* available for data if 10 calls occur simultaneously

Example #2: Customer is purchasing Covad ClearEdge Integrated Access and owns a PBX with a PRI. They have a total of 90 employees, with a maximum of 23 people on the phone at any given time.

Dual T1 circuits = 3,088 Kb (Digital II)

23 calls x 106 Kb = 2,438 Kb

Data bandwidth 650 Kb\* available for data if 23 calls occur simultaneously



**Example #3:** Customer is purchasing Covad ClearEdge Integrated Access and has either a digital or analog PBX/KTS. They have a total of 12 employees, with a maximum of 4 people on the phone at any given time.

T1 circuit = 1,544 Kb

4 calls x 106 Kb = 424 Kb

Data bandwidth 1,120 Kb\* available for data if 4 calls occur simultaneously

\* If fewer people are on the phone, more bandwidth automatically becomes available for data.

### Summary

Covad will provision all voice services, including Covad ClearEdge Pro (vPBX) and Covad ClearEdge Integrated Access (PBXi Plus) at G.711 unless Customer specifically requests G.729a. Even if Customers are provisioned at G.729a, in many cases they will realize simultaneous call limits associated with G.711 because many network and application elements do not support G.729a. Customer must carefully evaluate its calling habits and application usage (fax, conferencing, etc.) to gauge bandwidth and codec requirements. Customers who determine that a single T1 service will not meet their call volume needs should evaluate Covad's EON load balanced dual T1 service. Covad Integrated Access Customers with a faxing requirement must be provisioned in G.711 or must secure an analog line to support outbound fax. Customers requesting G.729a should note the codec's potential service-affecting limitations, as described above.

### SUPPORTED EQUIPMENT AND CONFIGURATION:

Covad provides a list of Covad-approved devices for use with Covad's VoIP services. Covad will also provide a standard configuration for Voice Services for all equipment included in delivering the VoIP service. Covad will not be responsible for supporting the Customer's service in the event a Customer has implemented Covad VoIP service in a non-standard environment.

Customers requiring equipment and/or configurations not approved by Covad must sign a Non-Standard Service Addendum ("NSA") with the original installation order. Covad is not responsible for any equipment that is not Covad approved, has a non-standard configuration and/or is not part of the VoIP Services delivery chain. All service level agreements (SLAs) associated with Covad's VoIP services to Customer are void if Covad determines that the SLAs were not met as a result of non-standard equipment and/or configuration.

These limitations also apply where Covad has reviewed a non-standard configuration as part of its Individual Case Basis (ICB) review process. Approval during the ICB process indicates that the Customer's request for a non-standard configuration is believed to be compatible with Covad's network and should be functional. Approval does not constitute an agreement by Covad to support the ICB configuration as a standard configuration. All SLAs associated with Covad's VoIP services to Customer are void if Covad determines that the SLAs were not met as a result of non-standard equipment and/or configuration.

Covad's CPE warranties apply only to CPE purchased directly from Covad. CPE and telephony equipment purchased from Authorized Dealers or Fulfillment Partners are not warranted by Covad. Please see your Authorized Dealer or Fulfillment Partner for any issues with CPE purchased through them. Covad's lifetime CPE warranty for SDSL Enterprise Services does not apply to Covad's SDSL VOA Services.

Covad is not responsible for the configuration of, or internal equipment for, Customer's telephony equipment that may be necessary to make such telephony equipment compatible with the VoIP Services. Customer is solely responsible for determining and ensuring that Customer's telephony equipment is compatible with the CPE and services provided by Covad. If Customer receives a rebate or other credit back for the purchase of CPE, Customer will still be responsible for any applicable taxes related to that CPE.

**UPGRADE/DOWNGRADE OPTIONS:**

Covad ClearEdge customers can upgrade/downgrade their VoIP and Access services (mutually dependent) within the limitations described below.

Disconnection and a new order will be required for moves, and CPE may not always be transferred to a new location. Customer may be responsible for any applicable disconnection charges. The matrix below describes different scenarios and their corresponding requirements. Contact Covad's Customer Support to place a move order. All applicable move charges set forth in the Quote Generator will apply.

Move Scenario	Current – Future Access Technology	New CPE Required?	Site Installation Required?	New Booking Package Required? *
Customer moves within current building (e.g. from the first floor to the fourth floor)	VOA to VOA	No	No	No
	VOA to EON	Yes	Yes	Yes
	EON to VOA	Yes	No	Yes
	EON to EON	No	Yes	No
Customer moves within the current wire center	VOA to VOA	No	No	No
	VOA to EON	Yes	Yes	Yes
	EON to VOA	Yes	No	Yes
	EON to EON	No	Yes	No
Customer moves to another rate center (defined as a different CLLI code)	VOA to VOA	No	No	No
	VOA to EON	Yes	Yes	Yes
	EON to VOA	Yes	No	Yes
	EON to EON	No	Yes	Yes

\* Please note: Customer may not retain the same MRC in instances where a new booking package is required.

Moves within a Customer location may require a new installation and Customer may be billed for such new installation, as well as for any applicable disconnection charges. If Customer is disconnecting a Covad VOA Service during the initial term due to a Customer move and Customer reorders Covad VoIP Service at Customer's new location, or has retained the VoIP Service at the new location for at least 30 days, Covad will apply a credit to the Customer's invoice or credit card billing statement equal to the early termination fee for the original underlying broadband service within 2 billing cycles.

*NOTE: Moves between locations, which require a VOA circuit to be reordered, will also require assignment of new IP addresses. In these cases a Covad technician will have to be dispatched to reconfigure the customer's router, and Covad charges for field technician dispatch will apply.*

If Customer's requested VoIP Service is not available at the new location or Covad does not provide any service to the Customer's new location, the disconnection will not be considered a move under this section. In such cases, the standard early termination fee will apply if applicable, and no service credits will be issued by Covad. If Covad is unable to place a move order with its vendor, and instead has to place a new order with its vendor, Customer may be required to accept a new contract and new term agreement for the new service. Covad does not apply the Customer's previous contract or term agreement to the new service. Additionally, Customers will be subject to current Covad pricing for their new service. Covad does not guarantee that the Customer will be able to get the same pricing or service in their new location.

Customers wanting to add additional sites not covered under their existing contract must sign a new quote generator for the additional site prior to order placement.

Customers may request a change in delivery date during the ordering process according to the following schedule. All change orders require a signed addendum from the Customer authorizing the billing of the charges listed below. Expedite requests are made on a commercially reasonable efforts basis only; Covad does not guarantee that an expedite request can be met.

Change Requested	Example	Applicable Fee
Customer wishes to move service activation date out past originally scheduled date	Service installation date moved from January 4 <sup>th</sup> to February 10 <sup>th</sup>	\$500
Customer wishes to expedite their service delivery date inside of 60 calendar days of Covad's receipt of a completed bookings package AND Covad cannot satisfy that request	Service installation date moved from February 10 <sup>th</sup> to January 20 <sup>th</sup> , however Covad or its vendors cannot deliver service on February 10 <sup>th</sup>	\$500
Customer wishes to expedite their service delivery date inside of 60 days of Covad's receipt of a completed bookings package AND Covad satisfies that request *	Service installation date moved from February 10 <sup>th</sup> to January 20 <sup>th</sup>	VOA Circuits: \$1,500 EON Circuits: \$2,000 LNP: \$1,000

\* Satisfying a request is defined as Covad completing the installation within 60 days of receiving a completed booking package. Covad will still invoice the Customer in instances where Customer has requested a specific delivery date and Covad has not delivered on that specific date, but has shortened the installation interval to within 60 days.

#### INSTALLATION SERVICES OFFERED:

Only Covad technicians, a Covad-authorized vendor or an Authorized Dealer or Fulfillment Partner may complete delivery of VoIP Services. Covad will not authorize the Customer or a Customer-designated vendor to install and/or complete delivery of Covad VoIP Services. A Covad FST will complete the VOA circuit installation, testing and turn-up prior to the delivery of VoIP services. A signed VoIP Installation Services and VoIP Equipment Appendix is required for all voice services installed by Covad. This addendum can be found at <http://www.covad.net/legal>.

If Covad cannot deliver the ordered Service due to technical issues, and the Customer does not want a downgraded service speed and/or fewer telephone lines delivered, Covad will allow the Customer to cancel the order. The Customer will not be liable for any service setup and equipment fees, other than fees for Missed Appointments (if applicable). Upon notification of a potential service downgrade, if the Customer elects to upgrade service from VOA SDSL to Covad VOA T1 1.5 or Covad EON, a new circuit order will be placed and the Covad installation date will be rescheduled. The T1 VOA T1 1.5 and/or the Covad EON circuit order will require a new signed quote generator. For downgrades within the VOA SDSL product suite (e.g. VOA SDSL 1.1 to VOA SDSL 768), Customer, upon acceptance of the new service speed, will be billed at the then-current MRC for the new speed, inclusive of any discounting provided to the Customer at time of sale.

#### SLA (Service Level Agreement) OFFERED:

All SLAs for the VOA or the EON Service remain as set forth for standard Covad Services, with the exception that there will be no SLAs for Installation Interval. Covad's Service Level Agreement for VoIP Services is described in the VoIP Services Appendix to the Master Services Agreement. Note that if Customer claims a credit pursuant to the VoIP Services Appendix, Customer is not eligible for any other SLA credits.

Any credits on Service Level Agreement claims will be paid based on the full amount of the recurring monthly charges for the Services purchased. Usage-based and non-recurring charges will not be included when determining credits issued as part of the Service Level Agreement.

**TELEPHONE NUMBER (TN) CONFIGURATION:**

Covad cannot guarantee numbers in sequential blocks. Covad does not permit TNs or ported numbers ending with 00XX but can allow exceptions with 9XXX and 0XXX as outlined below. However, because numbers ending with 0XXX and 9XXX can interfere with the Customer's current dial setup, they are considered a non-standard service arrangement.

- TNs or Ported Numbers ending with 0XXX: Covad's system has a 2 to 3 second delay when a Customer dials 0. If the Customer does not dial any other number or pauses for more than 2 seconds after dialing "0," the call will go to the designated Operator established in the Admin Portal. If Customer dials 0+123 without delay, the call will go to Ext 0123.
- TNs or Ported Numbers ending with 9XXX: Covad supports this configuration with the following condition: Customer must change the dial matrix to make external calls to 8 + 1 + NPA + NXX + XXXX. This is the only approved dial matrix. Therefore, if the Customer also has numbers ending with 8XXX, this is not an option.

**TELEPHONE NUMBER MOVES:**

Except in limited cases, Customers moving from one location to another will not be permitted to retain existing telephone numbers if the new service location is in a rate center that is different from the original service location. Rate centers are established in the Local Exchange Routing Guide (LERG). In cases where the Customer is moving between rate centers, Covad will order new telephone numbers for the Customer's use at the new location. All applicable ordering charges will apply.

**LOCAL NUMBER PORTABILITY (LNP):**

Customers may transfer telephone numbers they are currently using with another Local Service Provider (LSP) for use with Covad services through the Local Number Portability (LNP) process. Because LNP involves 2 or more telephone companies, Customer requested due dates cannot be guaranteed; however, Covad will use commercially reasonable efforts to accommodate Customer requests. The following guidelines apply to all LNP orders:

- Porting telephone numbers must be assigned to the rate center assigned to the Customer's physical service address. Covad cannot port numbers between rate centers.
- In limited cases, Covad will port a number across rate center boundaries, subject to carrier support and E911 support requirements.
- Customer will provide a Letter of Authorization (LOA), signed by the person with account authority at the current LSP, enabling Covad to obtain account records and port the numbers. The LOA must list all numbers porting and identify the Billing Account Number (BAN). If multiple accounts are in use, one LOA per account is required. The LOA must reflect the Customer name as it appears in the current LSP's billing and account records.
- Customer is responsible for any changes to their existing service necessary to prepare numbers for porting. These changes may include, but are not limited to: removal of local service provider freeze, removal of hunt groups, observance of service thresholds (minimum line requirements), and removal of ISDN services.
- Any telephone numbers on the existing LSP account but not porting to Covad must be identified, and Covad must be informed of the disposition of those numbers (disconnect or leave in service).
- Once the current LSP confirms a date for LNP, changes to that date or the order should be avoided. Changes to the order and LNP date cannot be made within 1 week of the LNP date.
- The Customer should not submit a service disconnection order to its existing LSP prior to porting their numbers. Sending a disconnect order prior to porting the number will cause the LNP activity to fail and could result in the Customer losing access to the telephone numbers on its account.

**USE OF PREDICTIVE DIALERS:**

The use of predictive dialers is strictly prohibited in conjunction with Covad VoIP services. A predictive dialer is any computerized system that automatically dials batches of telephone numbers, typically for connection to agents assigned to sales or other campaigns. By definition, predictive dialers consume significant capacity and place high signaling loads on Covad systems and switches, producing service quality issues for all Covad customers on the switch.

**SERVICE DISCONNECTION:**

Customer is not permitted to disconnect only its broadband service, because its VoIP Service will no longer function without the underlying broadband service. However, if Customer is receiving VOA Service, Customer may disconnect VoIP Service and maintain the underlying broadband service by placing a change order with Covad. Customer will be charged the then-prevailing monthly recurring charge for Covad's broadband service, and a new customer term may be required. If Customer is receiving EON Service, Customer cannot maintain a broadband-only service with Covad and must cancel both the voice and the underlying broadband service, and will be charged the applicable disconnection fee.

Customer must provide a minimum of 30 calendar days and a maximum of 60 calendar days notice for service disconnection and will be liable for all charges for service prior to disconnection. The request for disconnection must be submitted in writing to Covad and must include a signature from the Customer. Dealers, agents, fulfillment partners and sales representatives may not sign on behalf of a Customer. Covad reserves the right to verify the disconnection request by contacting the Customer directly.

**Covad Pro:** There is no disconnection fee for disconnection of the Covad Pro VoIP Service itself. However, Covad will charge a termination fee for termination of the underlying broadband service. Covad will not refund service setup, CPE and other equipment, or recurring monthly charges incurred on any disconnected VoIP Services. If a Covad VOA Service is disconnected within one (1) year of the date billing to Customer began, the early termination charge is \$500.00. If Customer disconnects an EON circuit within one (1) year of the date billing to Customer began, the early termination charge is \$1,000. Customers will continue to be billed for all active dashboards and service elements (e.g., voicemail) until Customer has disconnected them in the Order Administrator portal. Covad will not refund service setup, CPE and other equipment, or recurring monthly charges incurred on any disconnected VoIP Services.

**Covad Integrated Access:** There is no disconnection fee for disconnection of the Covad Integrated Access Service itself once the term has been completed. If a Covad VOA Service is disconnected within one (1) year of the date billing to Customer began, the early termination charge is \$500.00. If Customer disconnects an EON circuit within one (1) year of the date billing to Customer began, the early termination charge is \$1,000. Covad will not refund service setup, CPE and other equipment, or recurring monthly charges incurred on any disconnected VoIP Services. In addition to the underlying broadband disconnect charges, early termination charges for Covad Integrated Access Services with a two (2) year term will be \$100.00 per month for the remainder of the two (2) year term. For example, if a Customer terminates Covad Integrated Access Service during the 16th month of the two (2) year term, Customer will pay a termination fee of \$800.00 [(24 months - 16 months) = 8 months \* \$100/month]. In addition to the underlying broadband disconnect charges, early termination charges for Covad Integrated Access Services with a three (3) year term will be \$75.00 per month for the remainder of the three (3) year term. For example, if a Customer terminates Covad Integrated Access Service during the 26th month of the three (3) year term, Customer will pay a termination fee of \$750.00 [(36 months - 26 months) = 10 months \* \$75/month].

**BILLING:**

Billing options, fees, and policies are described in the Agreement and within this document. Customers will be charged for all VoIP services active during the billing period. Covad retains the right to back-bill for charges incurred by Customers.

**IMPORTANT: The pricing tier applied to the stations billed will be based on the number of stations active (and not the number of stations in the booking package).**

**INTERNATIONAL RATES:**

Covad's pricing rates for international calls are set forth on the International Rate Sheet located at <http://www.covad.net/legal>. The pricing set forth on the International Rate Sheet may be updated from time to time by Covad upon thirty (30) days notice due to Covad's supplier price changes. In certain instances (and due largely to Force Majeure Events), calling rates to certain countries may increase. Covad will post the updated International Rate Sheet on <http://www.covad.net/legal>.

**ISP and HOSTING SERVICES AS PART OF CLEAREDGE SERVICE:**

As part of ClearEdge (VoIP) Service, Customer may have received one or more Covad's Access services. For more information on those services please use the following links:

**ISP services offered:**

All VoIP Service Customers will receive the following ISP services:

- Fifteen (15) POP3 email accounts at Covad.net domain
- Fifteen (15) MB Web hosting space at Covad.net domain
- Free dial-up broadband services until the VOA or EON Service is installed
- Ten (10) free hours of local dial-up broadband service each month; additional hours charged at \$1.50 per hour or fraction thereof
- 24x7x365 customer support
- Access to online *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net)

**Hosting Services Offered:**

Please see your Quote Generator to determine whether you are receiving any additional hosting services from Covad, such as Covad's Premium Hosting Services. Customers are limited to one free Premium Hosting Services package regardless of the number of sites purchased. Additional details on Covad's Hosting Services are provided in these Customer Policies under the section [Hosting Services Description](#) section.

**TeleDefend Services Offered:**

Covad's TeleDefend firewall and VPN Services are not available with VoIP Services. Covad does not support Customer-provided firewalls. Covad supports IP connectivity up to the Customer's firewall. Any support behind the Customer firewall is the sole responsibility of the Customer.

## 3. STANDARD BROADBAND SERVICE LEVEL AGREEMENT

The Covad Service Level Agreement (“SLA”) is applicable to Lineshare ADSL, Business DSL, IDSL and SDSL, IDSL and SDSL Enterprise, IDSL and SDSL ECA, Business Reach, Ethernet – SDSL, Ethernet – EoCu, Ethernet Reach, T1, and DS3 Services, and applies only to the Covad Network. The SLA does not apply to any other services, including but not limited to: Standard DSL, Internet Services and ISP services (including but not limited to Dial, and Hosting Services). The SLA is applicable only to Customers under contract with Covad.

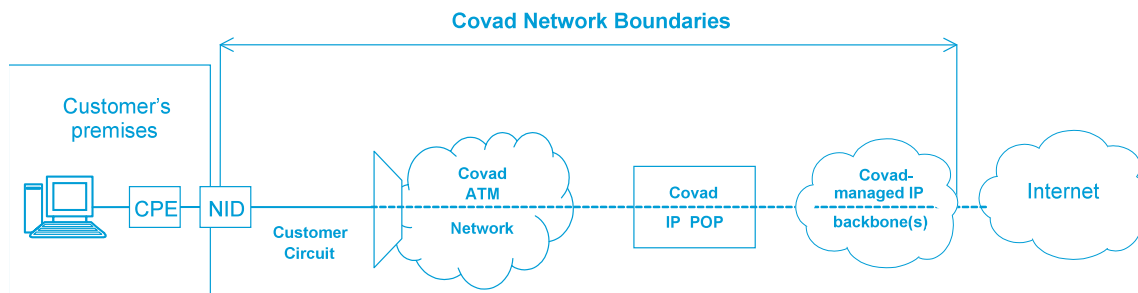
*NOTE: A Covad SLA applies to a Covad Internet Service only if that Covad Internet Service is described in a particular Service Level. For example, the Time to Repair Service Level applies to Lineshare ADSL Services; however, no other Service Level applies to Lineshare ADSL Services.*

All terms used in this section and not otherwise defined shall have the meaning attributed to such terms in the Customer Agreement (the “Agreement”) between the Customer and Covad.

### DEFINITIONS

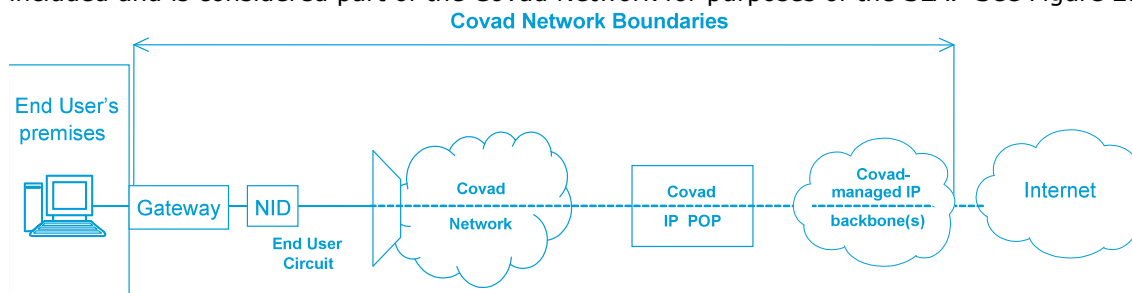
#### Covad Network

“Covad Network” means the infrastructure, facilities, and equipment owned, operated, leased or controlled by Covad, which Covad uses to provide IDSL and SDSL, Ethernet Reach, T1 and Dedicated DSL Internet Services. For these services the Covad Network excludes CPE, inside wiring at the Customer’s premises, and any network infrastructure, facilities, or other components not owned, leased, operated, or controlled by Covad. See Figure 1.



**Figure 1: Covad Network boundaries**

For some services with included Equipment, such as Ethernet – SDSL and EoCu, equipment is included and is considered part of the Covad Network for purposes of the SLA. See Figure 2.



**Figure 2: Covad Network boundaries for boundaries for services where Covad owns the CPE (e.g. Ethernet – SDSL and EoCu)**

### Network Interface Device

“Network Interface Device” (“NID”) is defined as the LEC-installed device that connects a Customer’s inside wiring to the telephone network.

### Customer Circuit

“Customer Circuit” is defined as the physical wiring between Covad’s network equipment that is housed in a central office (“CO”) and the Customer’s NID. For Covad Ethernet – SDSL and EoCu, “Customer Circuit” is defined as the physical wiring between Covad’s network equipment that is housed in a central office (“CO”) and the Covad’s Gateway device located on Customer’s premises.

### Covad IP PoP

A “Covad IP Point of Presence” is defined as a location where Covad’s network equipment connects to the public Internet and/or the local exchange carrier (“LEC”) equipment.

### IP Region

An “IP Region” is the set of Covad Service Areas that are served by a particular IP PoP. A listing of Covad IP Regions is available from Covad upon request. Covad may, at its sole discretion, change the number and configuration of IP Regions and the assignment of Service Areas to particular IP Regions. Covad may serve individual Customer Circuits from an IP PoP in a different IP Region.

### Installation Interval

For completed Customer Circuits on which billing has commenced, “Installation Interval” is calculated as the number of whole calendar days between (a) the later of (i) the date Covad received the Customer Circuit order from Customer or (ii) the date that Covad has approved Customer’s credit application (if applicable) and (b) the Billing Start Date for that Customer Circuit order. This calculation excludes: (a) any period that Covad waits for a response, availability, or action from Customer, (b) any period that Covad waits to install the Customer Circuit resulting from Customer failure to respond, unavailability, lack of access to Customer’s facilities, change of requested installation date, or other action or inaction, or (c) any period resulting from a Force Majeure Event.

### Service Available

“Service Available” is defined as the ability for a Customer to exchange Internet Protocol (“IP”) packets between the Customer’s NID and any IP address (of Covad’s choice) on the public Internet via the Covad Network. For Covad Ethernet – SDSL and EoCu, “Service Available” is defined as the ability for a Customer to exchange Internet Protocol (“IP”) packets between the Customer’s Gateway and any IP address (of Covad’s choice) on the public Internet via the Covad Network.



**Service Outage**

There is a "Service Outage" on a specific Customer Circuit when IP packets cannot be exchanged between the Customer's NID and any IP address (of Covad's choice) on the public Internet via the Covad Network. For Covad Ethernet – SDSL and EoCu, there is a "Service Outage" on a specific Customer Circuit when IP packets cannot be exchanged between the Customer's NID and any IP address (of Covad's choice) on the public Internet via the Covad Network.

A Service Outage excludes any failures to which any of the following have contributed in whole or in part:

- a) Scheduled maintenance or other planned outages on the Covad Network;
- b) Problems with, or maintenance on, Customer's applications or equipment (including, but not limited to, inside wiring, or changes to or reconfiguration of Customer's CPE not performed by Covad); or
- c) A Force Majeure Event, as defined in the Agreement

**Time to Repair Service**

"Time to Repair Service ("TTR")" is defined as the duration of a Service Outage. Time to Repair Service is calculated commencing with the date and time (as set forth on the trouble ticket) at which Covad or Customer initially reports the Service Outage on a trouble ticket containing all information necessary for Covad to respond to the trouble ticket and ending upon confirmation by Covad to Customer that the service is repaired to the affected Customer Circuit. This calculation excludes any period that Covad waits for a response, availability (including restrictions to on-site availability or DMARC access), or action from Customer, and further excludes any period Covad spends monitoring the affected Customer Circuit after Covad has repaired service to the affected Customer Circuit or any period Covad spends monitoring an intermittent circuit while the Customer Circuit is up and running.

**Monthly Service Availability**

"Monthly Service Availability" is defined as the percentage of minutes in a calendar month a Customer Circuit did not experience a Service Outage in that month. Specifically, Monthly Service Availability is a percentage calculated as:

$$1 - \left[ \frac{\text{aggregate Time to Repair Service for all Service Outages experienced by Customer Circuit in a calendar month}}{\text{total minutes in same month}} \right] * 100$$

**Severe Problem**

A Customer Circuit is experiencing a "Severe Problem" if the aggregate Time to Repair Service for all Service Outages for such Customer Circuit is in excess of twenty-four (24) hours in any calendar month.

**Chronic Problem**

A particular Customer Circuit is experiencing a "Chronic Problem" if two (2) subsequent Severe Problems occur and are documented (a) within 30 days of any documented Severe Problem, and (b) Covad did not recommend to disconnect the Customer Circuit at the time of the prior Severe Problem.

**Network Delay**

"Network Delay" is defined as the time in milliseconds ("ms") required for a round-trip ping test between the Customer's NID and a Covad IP PoP in a different IP Region, provided that the only traffic on the Customer Circuit during the ping test is the test traffic. For Covad Ethernet – SDSL and EoCu, "Network Delay" is defined as the time in milliseconds ("ms") required for a round-trip ping test between the Customer's Gateway and a Covad IP PoP in a different IP Region, provided that the only traffic on the Customer Circuit during the ping test is the test traffic.

**Average Network Delay**

The "Average Network Delay" on a Customer Circuit is the hourly average of the Network Delay measurements that Covad conducts on that Customer Circuit. Average Network Delay is not measured when the Customer Circuit is experiencing a Service Outage.

**Delivery**

"Delivery" is defined as the percentage of IP packets successfully transmitted between the Customer's NID and a Covad IP PoP in a different IP Region in a period, provided that the only traffic on the Customer Circuit during the test is the test traffic. For Covad Ethernet – SDSL and EoCu, "Delivery" is defined as the percentage of IP packets successfully transmitted between the Customer's Gateway and a Covad IP PoP in a different IP Region in a period, provided that the only traffic on the Customer Circuit during the test is the test traffic.

**Average Delivery**

The "Average Delivery" on a Customer Circuit is an hourly average of the Delivery measurements conducted on that Customer Circuit. Average Delivery is not measured when the Customer Circuit is experiencing a Service Outage.

**Time to Restore Service**

"Time to Restore Service" is defined as the duration that the Average Network Delay or Average Delivery on a Customer Circuit exceeds the targets for Average Network Delay or Average Delivery set forth below. Measurement of Time to Restore Service commences with the date and time (as set forth on the trouble ticket) at which Covad or Customer reports the Network Delay or Delivery issue on a trouble ticket containing all information necessary for Covad to respond to the trouble ticket and ends upon confirmation by Covad to Customer that performance within the Average Network Delay or Average Delivery targets is restored. This calculation excludes any period that Covad waits for a response, availability, or action from Customer, and further excludes any period Covad spends monitoring the affected Customer Circuit after Covad has restored performance to within the targets for Average Network Delay or Average Delivery for the affected Customer Circuit.

**SERVICE LEVELS AND REMEDIES**

**Installation Interval**

Covad's target for Installation Interval for each Customer Circuit is:

Service	Installation Interval Target
SDSL, SDSL Enterprise, SDSL ECA and Business Reach Customer Circuits	35 calendar days
T1 384 to 6.0 Customer Circuit or Ethernet Reach 1.5 to 6.0 Circuit or Ethernet – DSL or Ethernet - EoCu	30 calendar days
DS3 Customer Circuits	55 calendar days

Please note that the Installation Interval SLA does not apply to Customer Circuits where ILEC special construction is required to provide service to the Customer.

If Covad does not meet the Installation Interval Target for a Customer Circuit per the above definition and Customer requests a credit, Covad will provide Customer with a credit ("Installation Interval Credit") of fifty percent (50%) of the first whole month's monthly recurring charge for that Customer Circuit.

**Monthly Service Availability**

Covad's target for Monthly Service Availability for each Customer Circuit is:

Service	Monthly Service Availability Target
IDSL and SDSL, IDSL and SDSL Enterprise, and Ethernet Reach Customer Circuits	99.90%
T1, Ethernet, and DS3 Customer Circuits	99.99%

If Covad does not meet the Monthly Service Availability Target for a Customer Circuit per the above definition and Customer requests a credit, Covad will provide Customer a credit ("**Service Availability Credit**") of three percent (3%) per hour of the monthly recurring charge for such Customer Circuit for each hour (or fraction thereof, rounded to the nearest fifteen (15) minutes) of Service Outage experienced by the Customer Circuit in excess of the Service Availability Target, provided that in no case will the aggregate of all Service Availability Credits and Time to Repair Credits (defined below) exceed the total monthly recurring charge billed for such Customer Circuit during such month.

Example: For the purposes of illustrating the Service Availability Credit only, if a Business DSL Plus 384 Customer Circuit (i.e., monthly recurring charge of \$179.00) experiences a single Service Outage with Time to Repair Service of 14 hours, 22 minutes in January, Covad will calculate the Service Availability Credit in the following manner:

- Subtract Monthly Service Availability Target (in minutes) from the Time to Repair Service for the Service Outage for the month to determine the Time to Repair Service in excess of the Monthly Service Availability Target. In this case, the calculation is 14 hours, 22 minutes Time to Repair Service – 45 minutes allowable Service Outage time (1-99.9% of 44,640 minutes in January) = 13 hours, 37 minutes outage in excess of target.
- Round to the nearest 15 minutes = 13 hours, 30 minutes.
- Multiply by 3% per hour = 41% of monthly recurring charge.
- Multiply by monthly recurring charge (\$179.00) = **\$73.39 Service Availability Credit.**

#### Time to Repair Service

Covad's target for Time to Repair Service for each Customer Circuit is:

Service	Time to Repair Service Target
Business DSL v.07	36 hours
Lineshare ADSL, Dedicated ADSL, and Business Reach Customer Circuit	24 hours
SDSL/IDSL Customer Circuit	16 hours
IDSL/SDSL Enterprise Customer Circuit Ethernet – SDSL, Ethernet - EoCu	12 hours
Ethernet Reach Circuit	4 hours
T1 and DS3 Customer Circuit	4 hours

If Covad does not meet the Time to Repair Service Target for a Service Outage on a Customer Circuit per the above definition and Customer requests a credit, Covad will provide Customer a credit ("**TTR Credit**") of ten percent (10%) of the monthly recurring charge for that Customer Circuit, in addition to any other applicable credits for Service Availability, provided that in no case will the aggregate of all Service Availability Credits and TTR Credits for that Customer Circuit in a month exceed the total monthly recurring charge billed by Covad for such Customer Circuit for service during such month. For IDSL and SDSL Enterprise Customer Circuits, the TTR Credit shall be twenty percent (20%). All other terms above apply.

#### Severe and Chronic Problems

For any IDSL or SDSL, IDSL or SDSL Enterprise, Business Reach, Ethernet Reach, T1, or DS3 Customer Circuit that Covad verifies has experienced a Severe Problem or Chronic Problem, Covad may recommend to Customer that Customer disconnects the affected Customer Circuit.

If Covad recommends that Customer disconnects the affected Customer Circuit and Customer issues a disconnection request within five days, Covad will provide a credit to Customer for the amount of such disconnection fee (if any) assessed by Covad.

### Average Network Delay

Covad's Average Network Delay target for each Customer Circuits is:

Service	Average Network Delay Target
IDSL or SDSL, IDSL or SDSL Enterprise, and Business Reach Customer Circuit	110 milliseconds ("ms")
Ethernet Reach Customer Circuit	110 ms
T1, DS3 Customer Circuit	110 ms

If Covad does not meet the Average Network Delay Target for a Customer Circuit in a month per the above definition and Customer requests a credit, Covad will credit ("Network Delay Credit") the Customer according to the following table:

If Average Network Delay Time to Restore Service exceeds:	Network Delay Credit is:
One (1) hour in a calendar month	Five percent (5%) of the monthly recurring charge for that Customer Circuit
Two (2) hours in a calendar month	Ten percent (10%) of the monthly recurring charge for that Customer Circuit

### Average Delivery

Covad's targets for Average Delivery for each Customer Circuit are:

Network	Average Delivery Target
IDSL or SDSL, IDSL or SDSL Enterprise, IDSL or SDSL ECA and Business Reach Customer Circuit	99.5%
T1, Ethernet Reach, Ethernet - SDSL, and DS3 Customer Circuit	99.9%
Ethernet - EoCu	99.9%

If Covad does not meet the Average Delivery Target for a Customer Circuit per the above definition and Customer requests a credit, Covad will credit ("Delivery Credit") the Customer according to the following table:

If Average Delivery Time to Restore Service exceeds:	Delivery Credit is:
One (1) hour in a calendar month	Five percent (5%) of the monthly recurring charge for that Customer Circuit
Two (2) or more hours in a calendar month	Ten percent (10%) of the monthly recurring charge for that Customer Circuit

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## 4. BROADBAND ACCESS INTERNET POLICIES

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Only Covad technicians may complete delivery of a Customer Circuit (except in the case of Self Installation Services). Covad will not authorize the Customer or a Customer-designated vendor to complete Customer Circuit delivery. This applies to all Business DSL Plus, Ethernet, T1 Internet Services, as well as Business DSL, Standard DSL or Lineshare ADSL Professional Installation Services, but does not apply to Self Installation Services until such time that any of the Services rendered under Professional Installation are needed or specifically requested by Customer (e.g., NID splitter installation is required).

If Covad cannot deliver the ordered service due to technical issues and the Customer does not want a downgraded service speed, Covad will allow the Customer to cancel the order. The Customer will not be liable for any service setup and equipment fees, other than fees for Missed Appointments (if applicable). For Business DSL Plus orders, a service installation will be considered successful if a signal is successfully passed from Covad's IP PoP to the NID at the Customer's premises at the minimum requested bit rate in each direction.

Due to the rate adaptive nature of ADSL orders, the technician will not change a Standard DSL Lineshare ADSL or Business DSL Internet Service order while completing the installation. The Standard DSL, Lineshare ADSL or Business DSL order is closed and billed at the rate of the service ordered. If not satisfied, the Customer has thirty (30) calendar days from completion of the Standard DSL, Lineshare ADSL or Business DSL order to submit a change order at no charge by calling Covad Customer Care at 1-888-642-6823 to downgrade or cancel the order.

### STANDARD INSIDE WIRING POLICIES

Standard Inside Wiring Services, as outlined below, for Business DSL Plus, Ethernet, T1, and Business DS3 Internet Services are included in the standard tech installation fee. The technician will perform the following services as necessary (provided that such services can be completed within the two-hour installation window):

- Positive identification of a new Covad circuit delivered to the Customer's NID
- Toning, tracing and completing all necessary cross connects on existing inside wiring between the Covad circuit at the NID and the Customer's designated jack location
- Wiring of the existing jack to support the DSL or T1 router, provided that existing wiring is available
- Router configuration and circuit test
- Any inside wiring that the technician can complete within 30 minutes
- Note that Inside Wiring is limited to what is listed above and does NOT include running of wiring.

For any Business DSL Plus, Ethernet, T1, or Business DS3 inside wiring beyond the Standard (non-billable) Inside Wiring Services listed above, Covad charges standard rates for billable inside wire services. Please see Section 8 "OTHER FEES FOR COVAD SERVICES" section of this document. Covad FST will not perform any inside wiring beyond Standard Inside Wiring Services for Business DSL Plus, Ethernet, T1, or Business DS3 Internet Service, without obtaining the Customer's verbal agreement. Covad FST will document the customer's authorization in the order work log.

If Customer chooses Professional Installation Services with its Standard DSL or Lineshare ADSL Services, such Professional Installation will include a maximum of thirty (30) minutes of basic inside wiring inspection, including tracing or toning across phone closets at no extra charge to Customer. For any Standard DSL or Lineshare ADSL Service that requires inside wiring beyond such basic inspection, Covad's standard rates for billable inside wire services will apply. Please refer to Section 8 "OTHER FEES FOR COVAD SERVICES" section of this document for further details.

## **ADDITIONAL INSIDE WIRING POLICIES**

Depending on the extent of inside wiring required, Covad may not be able to complete the inside wiring. The Customer is responsible for completing the wiring or contracting a third party for such services. Covad does not provide extensive inside wiring services as part of our order delivery process. If the technician determines that extensive inside wiring is required, the technician will confirm successful service activation at the NID. The technician will leave the configured CPE with the Customer, and Covad will close the order. If Covad agrees to do the inside wiring, Covad will schedule such extensive inside wiring as close as possible to the installation services date, and Covad will charge the Customer additional fees for such inside wiring work. Please see Section 8 "OTHER FEES FOR COVAD SERVICES" section of this document for further details. Covad reserves the right to refuse to do any extensive inside wiring work requested. If the order is canceled due to extensive inside wiring, Covad will assess standard cancellation and disconnect charges as specified in the "OTHER FEES FOR COVAD SERVICES" section. Extensive inside wiring includes, but is not limited to:

- Tracing and testing existing wire through multiple units, multiple stories, or multiple telephone closets in a high-rise building or business park
- Other complex wiring situations where physical laying of cable or wiring is required
- New wiring due to service location greater than 50 feet from the NID
- Wiring from the NID to a desired location
- Moving an existing jack to another location

## **CUSTOMER PREMISES EQUIPMENT LIMITED WARRANTY**

If Customer purchases Customer Premises Equipment directly from Covad, the equipment carries a one-year limited warranty, beginning on the Billing Start Date for the Covad Internet service. If, during the warranty period, Covad deems the equipment to be faulty and believes that a replacement is needed:

1. For Business DSL, Business DSL Plus, Business DSL Plus Enterprise, Business DSL Plus ECA, Business Reach, Ethernet Enterprise, T1, and Business DS3 Internet Services, Covad will schedule a technician to go to the Customer's location. Customer will not be billed for a technician visit unless the technician determines the equipment failure was due to the Customer's negligence, abuse of the equipment, or unsupported modifications to the firmware or hardware, in which case Covad's standard fees for a technician dispatch will apply (in addition to Covad's standard fees for the replacement CPE).

Covad reserves the right to ship the replacement equipment to the Customer and provide freight prepaid packaging for return of the faulty equipment. Instructions on the returns process are available by calling Covad Customer Care. Covad requires that the Customer return the faulty equipment. In the event the Customer does not return the faulty equipment, Covad will charge Customer the current standard price for the replacement CPE.

2. For Standard DSL and other Lineshare ADSL Internet Services, Covad will ship replacement equipment to the Customer and provide freight prepaid packaging for return of the faulty equipment. Instructions on the returns process are available by calling Covad Customer Care. Covad requires that the Customer return the faulty equipment. In the event the Customer does not return the faulty equipment, Covad will charge Customer the current standard price for a replacement Self Installation Kit.

After expiration of the one-year limited warranty period, Covad will replace such out-of-warranty CPE, provided, however, that Customer will be responsible for the standard charge for the CPE and the technician visit (if applicable). In any instance where Customer pays for new CPE, the warranty period will be reset and will begin on the date the equipment is delivered to the Customer. The warranty period is not reset for warranty replacement equipment that Covad provides free of charge. Covad will only honor the original one-year

warranty period that began with the purchase of the original equipment. Customers that migrate to Covad Internet Service from another Covad wholesale partner are not eligible for a new warranty period. Warranty periods are only reset when the Customer pays for a new CPE.

Covad may supply new or recertified equipment on new orders. Recertified equipment is equipment that (a) may have been removed from its original packaging by Covad or returned to Covad by a Customer after a promotional offer, (b) is free from visible defects, and (c) is equivalent in function and appearance to new units. On new and recertified equipment purchased by Customer through Covad, Covad will provide a one (1) year replacement warranty from the Billing Start Date for manufacturer's defects. At Covad's discretion, any equipment Covad supplies as replacement equipment for existing equipment (e.g., for warranty purposes) may be new, recertified or refurbished. Refurbished equipment is previously owned equipment that has been remanufactured by the manufacturer or its agent, is free from visible defects, and is equivalent in functionality to new units. Any equipment supplied as replacement equipment will carry the remainder of the one (1) year warranty described above.

Business DSL Plus Enterprise Services carry an additional limited warranty for the life of the Customer Circuit. After expiration of the one-year limited warranty period described above, Covad will continue to replace any defective CPE for Business DSL Plus Enterprise Services if Covad deems the equipment to be faulty and believes that a replacement is needed. Covad will not charge Customer for the replacement CPE (unless Covad determines the equipment failure was due to Customer's negligence, abuse of the equipment, or unsupported modifications to the firmware or hardware); however, if the CPE is not shipped to the Customer, Customer will be charged Covad's standard fees for a technician dispatch. If Covad determines that there is not a problem with the CPE but the Customer requests new CPE, Customer will also be charged Covad's standard fees for the replacement CPE.

### **INCLUDED EQUIPMENT**

Some services, such as Ethernet – SDSL and Ethernet – EoCu, come with included equipment such as a gateway. This equipment is deployed at the Customer's location for the purposes of delivering the Service. Such equipment is property of Covad and must be returned to Covad after the Service has been disconnected.

### **CONFIGURATION OF SERVERS**

Covad also utilizes certain Internet tools and software to verify the configuration of servers connected to Covad's network. Customers may not operate servers in an "open relay" configuration (a configuration whereby a mail server processes email messages where neither the sender nor the recipient is a local user), as servers configured in this manner expose both Covad's network and that particular Customer to fraudulent and abusive use by third parties. If a Customer requires assistance in determining the configuration of a server and/or instructions to secure a server, please contact [abuse-team@covad.com](mailto:abuse-team@covad.com). Please refer to Covad's Acceptable Use Policy, posted at <http://covad.net/legal/>.

### **IP REGISTRY REQUIREMENTS AND DISCLOSURE OF CUSTOMER INFORMATION**

As required of all Internet Service Providers by the American Registry for Internet Numbers (ARIN), Covad provides Customer information to ARIN when Covad provisions more than one (1) static IP address to a Customer. The information required by and provided to ARIN includes the name and service address of the Customer allotted a block of IPs. In the future, ARIN may require that Covad provide additional information. If so requested, Covad may choose to provide such additional information.

## 5. COVAD BILLING POLICIES

Billing for Services initiates the day the Customer's order is closed (the "**Billing Start Date**"). A first invoice will be generated at such time. All subsequent invoices will be generated based on Customer's monthly anniversary date. Customer's monthly anniversary date will be the date the Customer registered with Covad and created a Covad account. For example, if Customer created an account on July 6 and the order closed on July 20, a first invoice will be generated July 20 covering the installation, CPE, and other non-recurring fees, as well as monthly recurring fees pro-rated from July 20 until August 6. On August 6, an invoice will be generated to cover monthly recurring fees for the period from August 6 through September 6. Subsequent invoices will be generated on the 6th of each month, covering monthly recurring fees, which are due in advance, and any pro-rated fees or non-recurring fees from the previous month.

*NOTE: Billing for legacy VoIP Services is described in the VoIP Services Appendix and in the Covad ClearEdge VoIP Service section above. Billing for IA Services is described in the Integrated Services section above.*

The Billing Start Date for Hosting Services is dependent on whether the Customer ordered a hosting plan at the time another Covad service was ordered, if a hosting plan was purchased separately from the other Covad service, or if Customer does not have another Covad services. Initial monthly service charges, upgrades/downgrades (if applicable), and move orders are pro-rated for broadband access and hosting plans. The billing policy for these scenarios is described below:

### 1. Customer orders Broadband Access Services and a hosting plan at the same time:

In the event that a Customer orders a hosting plan at the same time a Covad broadband service is purchased, billing initiates the day that the Customer's access order closes. If, as described earlier, Covad is not able to provision the access plan originally requested, Covad will notify the Customer and offer alternative access plans. The Billing Start Date for the hosting plan is dependent on the alternative access choice and is outlined in the following table:

Customer Access Choice	Billing Start Date
Customer selects alternative broadband service	Billing begins on the day the alternative order is closed
Customer selects Covad Dial-Up plan	Billing begins on the day the alternative order is closed
Customer cancels Covad access service	Hosted billing continues without change

### 2. Customer orders a Covad hosting plan at a different time from the Broadband Access Service or does not order Covad Broadband Access Service:

If a Customer does not have Covad access services and does not order Covad access services, the Billing Start Date will be the date Customer registered with Covad and created an account, and such date will be the monthly anniversary date. If a Customer purchases an access plan at a later date, fees for both access and hosting will be billed on the monthly anniversary date set when Customer created an account with Covad. If Customer has access and later adds a hosting plan, the anniversary date for access will match the anniversary date set when Customer created its account in connection with the access services. Fees for hosting are then pro-rated to match the billing anniversary date for access.

In both cases (1 & 2), Covad will send one integrated bill that reflects charges for all Covad services.

Customer may select one of three payment options: (1) check payment, (2) credit card payment, or (3) automatic electronic funds transfer ("**EFT**"), when available to them. With the



exception of government entities, all payment options may not be available for all billing (notify) methods. A Customer paying by check will receive paper invoices ("**invoice billing**") and will incur a \$3.95/month paper invoice fee. A Customer paying by credit card or EFT will receive email statements. If Customer selects either credit card or electronic funds transfer, Covad will automatically debit such account each month. Payment by credit card or EFT will not incur an invoice fee. The Customer will receive an email of the monthly statement on their "invoice date," which is based on Customer's monthly anniversary date. If Customer selects invoice billing, Customer must remit payment to Covad each month. The Customer will receive a copy of the monthly invoice in the mail. As described above, a Customer is billed one month in advance for monthly recurring charges. For example, a customer billed on August 1st is charged from July 1st to July 31st for non-recurring charges as well as from August 1st to August 31st for monthly recurring charges. Customer shall be responsible for payment of any taxes or shipping charges. If Customer fails to pay any bill when due, Covad shall have the right to terminate the services and charge any disconnection and/or early termination fees that would apply if Customer had elected to terminate the Services. Payments are considered late if received after the due date. For all late payments, Customer may be assessed interest at the lesser of (a) 1.5% per month on the outstanding balance due Covad or (b) the maximum interest charges permitted under applicable law. Covad may charge a processing fee of \$25.00 for returned checks.

An account with a multi-line end user hierarchy ("**parent account**") may select consolidated billing (one invoice for all end user accounts, sent to the consolidated parent) or individual billing (separate invoices for each end user account, sent to the separate end user payers). For purposes of definition, a consolidated parent account or a sub-account within an individual parent account hierarchy is treated as a "Customer" under the above billing and payment terms and conditions. Customers may switch between a parent account and consolidated billing by completing the form found at <http://www.covad.com/onlinesupportcenter/resources/legal/forms/>.

#### **SERVICE DISCONNECTION AND SATISFACTION GUARANTEE**

For new orders of Standard DSL, Lineshare ADSL, Dedicated ADSL, IDSL or SDSL, IDSL or SDSL Enterprise, IDSL or SDSL ECA, Business Reach, Ethernet-SDSL, Ethernet-EoCu, Ethernet Reach, and T1 Internet Services, Customers have thirty (30) calendar days after the Billing Start Date to request a disconnection without an early termination fee (the "**initial grace period**"). This initial grace period does not apply to DS3 Internet Services.

If the disconnection request is received in the first thirty (30) calendar days of service, Covad will provide a refund credit equal to all fees billed, with the exception of any fees associated with a Missed Appointment charge and/or the Self Installation Kit or Equipment.

If Customer disconnects the service within this initial thirty (30) calendar day grace period following the Billing Start Date, Customer may return the Standard DSL or Lineshare ADSL Installation Kit for a full refund only if all equipment is included, if it is in its original working condition and original packaging, and if it is received by Covad within thirty (30) days after Customer's disconnection request.

Customer must call Covad Customer Care to disconnect the Customer Circuit. Standard DSL and Lineshare ADSL Customers will need to use the return label that was included in their installation kit.

Customer should give the tracking number on the label to the Customer Care Agent so that Covad can track the status of the shipment. Upon verification that the shipment reached its destination intact, a credit will be issued to the Customer's account.

Business DSL Plus, Business DSL Plus Enterprise, Business DSL Plus ECA, Business Reach, Ethernet Enterprise, and T1 and Lineshare ADSL customers will receive a shipping label in the mail from Customer Care upon notifying Covad that they will be taking advantage of the 30 Day Satisfaction Guarantee.

Covad will track the status of the shipment and issue a credit to the Customer's account upon verification that the shipment arrived intact. Customer is responsible for any shipping charges for returned equipment.

Standard termination fees will apply after this thirty (30) calendar day period and Customers will no longer be able to return their Self Installation Kit or other Equipment for credit. Termination fees will apply for Customers that switch their service to another provider prior to fulfilling their term agreement.

Customers who disconnect a broadband access service after the initial grace period must provide Covad with thirty (30) days advance notice. Customers who disconnect a broadband access service after the initial thirty (30) day grace period but prior to the expiration of the service's initial term will also incur an early termination fee as described herein.

For Email and Web Hosting Service, Customers who cancel within 30 days of ordering a plan will receive a full refund for the setup fees and the monthly recurring cost, including additional features. However, if a Customer has registered a domain, this fee will not be refunded, as the Customer now owns that domain and has the right to transfer it elsewhere. Applicable termination fees shall be the lesser of (a) the fees for the remaining balance of the Customer Term or (b) the applicable Termination Fee set forth in the Other Fees for Covad Services section of this document.

To disconnect a service, the Customer can choose one of two methods: 1) call Covad Customer Care at 1-888-642-6823, or 2) fax a notice of cancellation to Covad at 866.839.2887.

#### **CUSTOMER-INITIATED SERVICE CHANGE DUE TO CUSTOMER MOVE (FOR BROADBAND ACCESS SERVICES)**

All Covad Customers who are initiating a change in service due to a move require a Move Order. The process for a Move Order requires a physical move of the Customer Circuit from one location to another; therefore the existing circuit will need to be disconnected and a new service order entered for the new location. Customers who cancel their order for the new location will be billed a disconnect fee for their old service location. Service at the new location will be subject to all terms and conditions of new service orders, including a new one-year term and associated disconnection fee.

Move Orders can be initiated by calling Covad Customer Care at 1-888-642-6823, or by visiting *My Covad Account*, (formerly SMART Account Manager) at [www.covad.net](http://www.covad.net).

Standard DSL, Lineshare ADSL and Business DSL Customers may reuse their existing equipment at their new location provided that equipment is compatible with their new service. Customers need to inform the Covad Customer Care Representative that they are moving locations and are planning on reusing their existing equipment. If the Customer fails to inform the Covad Customer Care Representative of the Move Order, a new CPE will be shipped and Customer will be billed for a new CPE.

Business DSL, Business DSL Plus, Business DSL Plus Enterprise, Ethernet Enterprise, and T1 Move Orders will require Professional Installation services at the new location. Standard Professional Installation charges will apply. Business Reach Customers will not be able to order Business Reach services at their new location, even if they had the service at their previous location. Customers are advised to allow 30 days for the service to be installed at the new location. Customers may reuse their existing equipment at their new location provided that equipment is compatible with Customer's new service. Customers need to inform the Covad Customer Care Representative that they are moving locations and are planning on reusing their existing equipment. If the Customer fails to inform the Covad Customer Care Representative of the Move Order, a new CPE will be installed by the Covad Field Service Technician and the Customer will be billed for a new CPE.

In the event that Customer chooses to upgrade or downgrade to a different Internet Service requiring different CPE in connection with the move, Customer will need to order a new CPE and will be billed for the new CPE. Standard installation and equipment rebates available at the time of the move (if any) will apply. If Customer's requested Internet Service is not available at the new location or Covad does not provide any service to the Customer's new location, the disconnection will not be considered a move under this section. In such case, the standard Early Termination Fee will apply if applicable.

All Move Orders require the Customer to accept a new contract and new term agreement for the new service. Covad does not apply the Customer's previous contract or term agreement to the new service. Additionally, Customers will be subject to current Covad pricing for their new service. Covad does not guarantee that the Customer will be able to get the same pricing or service in their new location.

### **CUSTOMER-INITIATED SERVICE CHANGE DUE TO CUSTOMER UPGRADE OR DOWNGRADE (FOR BROADBAND ACCESS SERVICES)**

If Customer successfully upgrades or downgrades its original End User Circuit within the same class of technology, Covad will provide Customer a prorated refund credit for the unused portion of the monthly recurring charge associated with the original End User Circuit. Customer will be responsible for recurring charges for the new End User Circuit and any additional installation and equipment charges that are necessary to effect the upgrade or downgrade. If Customer terminates the original End User Circuit prior to the termination of its initial term, provided the upgrade or downgrade is within the same class of technology, Customer will not incur a Disconnection Fee for the early termination of the original End User Circuit.

If Customer chooses to upgrade or downgrade its original End User Circuit to a different Internet Service that is not within the same class of technology or product family, (e.g., SDSL to T1 or IDSL to ADSL, etc.) such upgrade or downgrade will require a disconnection of the original End User Circuit and a new order for a new End User Circuit. Customer will be responsible for recurring charges for the new End User Circuit and any additional installation and equipment charges that are necessary to effect the upgrade or downgrade and, if Customer terminates the original End User Circuit prior to the termination of its initial term, Customer will also incur a Disconnection Fee for the early termination of the original End User Circuit.

### **BILLING DISPUTES**

If a Customer has a justified, good-faith dispute with any amounts on an invoice, Customer has (60) calendar days from the invoice date to claim the dispute by submitting it in writing to [covadbillingsupport@covad.com](mailto:covadbillingsupport@covad.com) or by calling Covad Customer Care at 1-888-642-6823. Customer must pay all amounts, whether or not in dispute, by the invoice due date. If Covad determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. If Customer fails to notify Covad of billing discrepancies within this (60) calendar day period, Customer will not be eligible for credit or invoice adjustments.

### **ACCEPTING NEW CONTRACTS**

Covad may from time to time reduce pricing on existing services. Existing Customers have the opportunity to take advantage of the new pricing by accepting the terms of a new agreement. Unless otherwise stated, there will be an additional one- or two-year term requirement if the Customer accepts the new agreement. The Customer must visit *My Covad Account*, (formerly SMART Account Manager) ([www.covad.net](http://www.covad.net)) to review any new pricing and accept the terms of the new agreement.

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## 6. CLAIMS AND CREDIT AVAILABILITY

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It is the Customer's responsibility to identify, request and document all bona fide SLA claims and corresponding credits. The easiest way for Customers to notify Covad of an SLA claim is to submit the email form located in the Customer Support section of *My Covad Account*, (formerly SMART Account Manager). To be eligible for service credits, Customer must first report service availability, delay, or delivery events to Covad Customer Care. Covad will notify Customer of its resolution of the reported event. Customer must claim any applicable service credits by the 15th day of the month following the month in which (a) the reported incident was resolved (in the case of credits for Service Availability, Time to Repair Service, Network Delay, or Delivery credits) or (b) the Billing Start Date of the affected Customer Circuit (in the case of Installation Interval credits). Covad will verify the Customer's claim within thirty (30) days of a complete and properly submitted credit request, and will apply any applicable credits, as determined at Covad's sole discretion, to the Customer's invoice issued on the next billing anniversary date following Covad's thirty (30) day review.

*NOTE: Total credits in a given month on a Customer Circuit may not exceed the monthly recurring fees charged by Covad for such Customer Circuit during such month. Any excess credits will not carry over into later invoices.*

For the purposes of illustrating the timelines for Credit Availability only, if Covad resolves an incident in January – regardless of when Covad opened the trouble ticket for the incident – and Customer wishes to receive a credit for the incident, Customer must claim the applicable credits by February 15. If the claim is complete and is properly submitted, Covad will verify the claim by March 15, and will apply any applicable credit to the Customer's next invoice. Customer may not, under any circumstances, submit credit requests after the date to submit service credit requests set forth above has passed; Covad will not accept late credit requests.

Requests for SLA credits must be submitted to Covad Customer Care in writing or by email to [covadbillingsupport@covad.com](mailto:covadbillingsupport@covad.com). A separate credit request must be submitted for each Customer Circuit for which a claim is made. In addition, a separate credit request must be submitted for each type of credit (e.g., Service Availability Credit, Installation Interval Credit, etc.) requested if multiple types of claims are made on a single Customer Circuit, provided, however, that requests for Service Availability Credits and Time to Repair Credits for a single Customer Circuit may be made via the same credit request.

Covad will reject any credit requests that do not provide sufficient supporting information to allow Covad to verify the claim. Such information must include:

- The contact name for the Internet Service on which the incident occurred
- The Covad circuit number for the Customer Circuit on which the incident occurred
- The specific type of credit being requested
- The date(s) of the resolution of the trouble ticket(s) (for credits for Service Availability, Time to Repair Service, Network Delay, or Delivery) or the Billing Start date (for credits for Installation Interval) for the incident
- Any other information that Covad may reasonably request to assist Covad in verifying Customer's credit request

Covad does not guarantee that provision of the above information will be sufficient to allow Covad to verify the request. Covad will inform Customer of credit requests rejected for insufficient information, and Customer will be allowed to resubmit such requests with additional supporting information within five (5) business days of Covad's notification of its rejection of the credit request. After Customer resubmits the credit request with the additional supporting information, the standard verification and crediting timelines (outlined above) will apply. Covad will notify Customer of the results within 5 business days of receipt of such requested additional information.

Covad reserves the right to modify the format for submission of, and information required for, SLA credit requests.

Covad may, at its reasonable discretion and without notice, limit or eliminate Customer's eligibility and ability to submit SLA credit requests if (a) Customer has an undisputed past-due amount owed to Covad or (b) in Covad's sole determination, Covad determines that Customer has:

- Failed on one or more occasions to comply with the credit request policies and requirements described herein
- Submitted an excessive number of rejected SLA credit requests
- Used, or attempted to use, the SLA credit process in a frivolous, abusive, or fraudulent manner

Covad will restore Customer's ability to submit SLA credit requests once Customer (i) has paid all amounts owed Covad (in case of failure to pay outstanding invoices), or (ii) in all other cases, provides to Covad assurances sufficient for Covad to determine Customer has cured the conduct that initiated Customer's ineligibility to participate in the SLA.

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## 7. CUSTOMER PREMISES EQUIPMENT

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### **CPE: DELIVERY AND ASSIGNMENT OF OWNERSHIP**

For Covad-provided CPE that will be professionally installed by a Covad FST, Covad ships the CPE installation kit prior to the scheduled installation date. Covad-provided CPE for Ethernet – SDSL, Ethernet – EoCu, and Business DS3 Service will be provided by the Covad FST when he or she arrives onsite to perform the installation. For all CPE except the Ethernet gateway for Ethernet – SDSL, Ethernet – EoCu, ownership transfers from Covad to the Customer upon successful delivery to the address specified in the order. Delivery confirmation is provided by the shipping vendor as described below.

- **Signature Required:** If the order is specified as “signature required,” ownership of the kit transfers to Customer upon signature-authorized delivery. Signatures are considered as valid according to the standard practices of the shipping company. This includes signatures from third parties accepting shipments on behalf of the Customer.
- **No Signature Required:** If the order is specified as “no signature required,” ownership of the kit transfers to Customer upon delivery to the specified destination.

For Covad-provided CPE that will be installed by the Customer—the equipment in the self installation kits for ADSL services, for example—ownership transfers from Covad to the Customer upon successful delivery to the address specified on the order. Delivery confirmation is provided by the shipping vendor as described below.

- **Signature Required:** If the order is specified as “signature required,” ownership of the kit transfers to Customer upon signature-authorized delivery. Signatures are considered as valid according to the standard practices of the shipping company. This includes signatures from third parties accepting shipments on behalf of the Customer.
- **No Signature Required:** If the order is specified as “no signature required,” ownership of the kit transfers to Customer upon delivery to the specified destination.

Customers must comply with all applicable requirements of international, federal, state, and local laws, ordinances, and administrative rules and regulations relating to CPE and data. Customers may not directly or indirectly export the CPE or any technical data relating to it without first complying with and obtaining any licenses and/or other approvals required by the United States Export Administration Act and Export Administration Regulations, or any other applicable laws and regulations of the United States.

### **CPE: RMA PROCESS**

Equipment sent to Customers for self installation or professional installation may be replaced or returned to Covad for credit, provided the processes and guidelines listed below are followed.

#### **Initiating the Request**

The Customer may initiate a request to return or replace an installation kit. Requests can be made by contacting the Covad Customer Service Center at 1-888-GO-COVAD (888-642-6823). Customer Care authorizes return and replacement requests and will send an email to the Customer with return instructions, a Return Materials Authorization (RMA) number, and a shipping label to print. The Customer can ship the kit back to Covad using the label with the RMA number and the RMA form, which was included with the original packing slip for the kit.

*NOTE: Covad charges Customers the standard kit fee for replacement kits that are not covered under warranty.*

**Reasons for Return/Replacement**

For the Customer to receive credit for a returned kit, the return/replacement must be for one of the reasons listed below.

**Returns:**Service termination within trial period

Customers that terminate their Covad broadband service within the 30-calendar-day grace period may return their kits for credit, provided the kit is returned no later than 30 days following the disconnect request, and Covad receives the complete contents of the kit in the original packaging and in satisfactory condition.

Reorder within service family

Customers that wish to reorder Covad service within the same service technology may reuse existing Covad-provided CPE, with the following provisions:

- Covad can confirm through order number and phone number that the previous service belongs to that Customer and has been in service within the last 12 months. Only one reorder may be validated against any particular order.
- The previous service is within the same service family as the new service.
- The existing Customer CPE is still supported by Covad.
- Any newly shipped hardware is returned to Covad in its original packaging and in satisfactory condition.

Duplicate kit sent

Customers that receive an additional, unrequested kit may return the unopened duplicate kit for a credit of any applicable charge.

Incorrect kit sent

Customers that receive the wrong kit for the service that they ordered may return the kit for a credit of any applicable charge. A replacement kit will be sent.

Returning an Ethernet Gateway

Some services, including Ethernet – SDSL and Ethernet – EoCu, come with an Ethernet gateway included. When a Customer disconnects their service, the Customer must return the Ethernet gateway in good working order to Covad to avoid a Lost Equipment Fee.

**Replacements:**Defective kit, or the kit is missing components

Covad replaces defective kits or kits that are missing components only after confirming the problem via troubleshooting with the Customer. For defective kits, Covad reserves the right to require the return of defective components; failure to do so within 30 calendar days of request will result in a standard kit charge applied to the replacement kit. For professional installations of second-line services, the FST will use truck stock to replace the defective kit.

Kit lost in shipping to Customer

Covad ships a replacement for any kit lost in shipping only after the Covad shipping vendor has confirmed that the kit is lost. Kits are deemed lost if the vendor cannot confirm the current location of the shipment within two business days, or if the vendor erroneously delivered the kit to an address other than that specified on the order. For professional installations of second-line services, the FST will use truck stock to replace the lost kit. If a "lost" kit arrives after a replacement kit has been sent, the Customer must return the "lost" kit to Covad. Failure to do so within 30 calendar days of receipt may result in a standard kit charge applied to that kit.

## Shipping

### Returns:

To be eligible for credit, all returns must include an RMA number and a completed RMA form. Returns that arrive without a completed RMA form will not receive credit unless the Customer supplies a valid, carrier-provided shipment tracking number.

Returns must also be shipped to the address listed on the return label via the carrier selected by Covad and must arrive within 60 calendar days of the order close date. For returns of the Ethernet gateway that comes with Ethernet – SDSL and Ethernet - EoCu, Covad must receive it within 60 days of disconnection of the service; if Covad does not receive the equipment in good working order, Covad will charge Customer a Lost Equipment Fee. Returns lost in shipping will not be credited. It is the responsibility of the Customer to ensure that the materials are returned on time and in satisfactory condition.

If a Covad FST is on site for a Professional Installation when the Customer decides to return the CPE, the FST may assist with the RMA process, but the equipment must still be shipped back to Covad. It cannot be returned to Covad via the FST.

### Replacements for Self Installation Kits

Replacement kits are shipped via three-day service from a carrier selected by Covad. To request expedited shipping for replacement kits, the order must be an escalation by the Customer. In that case, any additional shipping fees will be charged to the Customer at the actual cost for the delivery. Such costs are not refundable should Customer disconnect service within 30 days of the billing start date.

### Expedited Self Installation Kit Shipments

Customers have additional shipping options for their self installation kits, which creates flexibility by allowing the Customer to choose his or her standard delivery. The Customer is responsible for charges associated with additional shipping options.

Three shipment options are available:

- Standard Ground Delivery—No Charge
- Two-Day Shipping—\$24.99
- Next-Day Air—\$39.99

If an expedited kit is deemed necessary for a Professional Installation, the Covad FST will deliver the CPE to the Customer site.

### Self Installation Kit Shipment Option Details

The following table includes the scenarios in which a Customer may opt to use other shipping methods for self installation kits.

#### Kit Shipment Options

Service	Standard Ground	Two-Day Shipping	Next-Day Air
Charges	Default (No Charge)	Per Quote	Per Quote
New Orders	Yes	Yes	Not Available
Move Orders	Yes	Yes	Not Available
In-Warranty CPE Replacements	Not Available	Not Available	No Charge
Out-of-Warranty CPE Replacements	Yes	Not Available	Yes
Migrations	Yes	Yes	Yes
RMA Replacements	Not Available	Not Available	No Charge



*NOTE: In the event that Covad is shipping a replacement kit to Customer for CPE that is still under Covad warranty, the kit will be sent via Next-Day Air at no additional charge to Customer. For second-line services, the FST will deliver the replacement CPE to the Customer.*

## Receiving Credit

### Returns:

Covad issues credit for returned kits within 60 calendar days of receiving the correctly returned kit. Customers do not need to submit a credit request. For the Customer to receive full credit on a returned kit, all of the following requirements must be met:

- All return/replacement requests must be made within 30 calendar days of kit receipt; for kits lost in shipping, requests must be made within 30 calendar days of anticipated delivery date.
- The kit must arrive at Covad within 60 calendar days of the order close date.
- For returns of an Ethernet gateway for Ethernet – SDSL or Ethernet – EoCu the kit must arrive at Covad within 60 calendar days of the disconnect order close date.
- The kit must include a completed RMA form and the RMA number.
- Hardware components—the CPE and all cables, power supplies, software CDs, collateral, printed material, and any other items originally included in the kit—must be in “as new” condition and must be free from damage such as tampering or defacement.
- All original kit contents and packaging must be included in the return.

## CUSTOMER PREMISES EQUIPMENT

Customer Premises Equipment	Applicable Service(s)	Equipment Type
Broadxent 8012-G1	Lineshare ADSL and Dedicated ADSL	Half-bridge
Netopia 2247-26-100T	Lineshare ADSL and Dedicated ADSL	Wireless Router
Innoband 8860-C1	Dedicated ADSL	Non-wireless Router
Netopia R4652-T	IDSL and SDSL	Router
Netopia 4622XL	T1 384, 768, 1.5 and Ethernet Reach	Router
Cisco 1841	T1 384, 768, 1.5, Ethernet Reach and Integrated Access	Router
Samsung Ubigate iBG1000 T1 Router	T1 384, 768, 1.5, 3.0, 4.5, 6.0, Ethernet Reach, Integrated Access, and Ethernet Enterprise	Router
Cisco 2431 (16 FXS), Cisco 2431 (PRI)	Integrated Access	IAD
Cisco 2821	DS3	Router
ADTRAN NetVanta 3133	Ethernet – SDSL	Gateway
ADTRAN NetVanta 838	Ethernet – EoCu	Gateway
Linksys 210	Ethernet – SDSL and Ethernet – EoCu	Router

Covad reserves the right to discontinue any model of CPE and/or add new CPE at the fees set forth in any notice thereof.

## 8. OTHER FEES FOR COVAD SERVICES

### INSTALLATION AND REPAIR FEES FOR BROADBAND SERVICES

Description of Service Provided	Price
Standard DSL Internet Services Kit	\$99.00
Lineshare ADSL and Business DSL Internet Services Bridge Kit	\$99.00
Standard DSL, Lineshare ADSL or Dedicated ADSL Internet Services Wireless Router Kit (not including adapter) *	\$129.00
Standard DSL, Lineshare ADSL or Dedicated ADSL Internet Services Wireless Router Kit (including adapter) *	\$149.00
Dedicated ADSL Internet Services Non Wireless Router Kit-	\$99.00
Professional Installation for Standard DSL Internet Services	\$350.00
Professional Installation for Lineshare ADSL or Dedicated ADSL Internet Services	\$250.00
Field Service Technician Dispatch Charge for Standard DSL Internet Services	\$150.00 (up to 2 hours) Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof. Additional charges apply outside of business hours.
Field Service Technician Dispatch Charge for Lineshare ADSL or Dedicated ADSL Internet Services	\$150.00 (up to 2 hours) Overtime billing is \$120 per hour (billed in 15 minute increments or fraction thereof. Additional charges apply outside of business hours.
Missed Appointment Charge for all Covad Internet Services	\$150.00
IDSL and SDSL, IDSL and SDSL Enterprise, IDSL and SDSL ECASetup and Installation Charge	\$250.00
Ethernet Reach Setup and Installation Charge	\$450.00
Ethernet – SDSL and Ethernet – EoCu Setup and Installation Charge	\$300.00
T1 Setup and Installation Charge	\$450.00
DS3 Setup and Installation Charge	\$ TBD on a case by case basis.
Inside Wiring Charge for all Covad Internet Services Includes up to 3 hours onsite Additional 15-minute increment or fraction thereof	\$350.00 per location \$30.00
Field Technician Dispatch Charge for Business DSL Plus, DSL Plus Enterprise, Business DSL Plus ECA, Business Reach and T1- first hour minimum charge for dispatch during normal business hours (up to 2 hours) Additional 15-minute increment or fraction thereof	\$150.00 \$30.00

## EARLY TERMINATION FEES FOR BROADBAND SERVICES

Description of Service Provided	1 Year Service Term	2 year Service Term	3 Year Service Term
Early Termination Fee for Standard DSL, Lineshare ADSL or Dedicated ADSL Internet Services – after completion of service installation option by Covad and prior to completion of Customer term	100% MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
Early Termination Charge for IDSL and SDSL, IDSL and SDSL Enterprise, and IDSL and SDSL ECA	100% MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
Early Termination Charge for T1 1.5, 3.0, 4.5 or 6.0 and Ethernet Reach	100% MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term
Early Termination Charge for DS3	100% MRC x Remainder of Term	MRC x Remainder of Term	MRC x Remainder of Term
Early Termination Charge for Ethernet – SDSL and Ethernet - EoCu	100% MRC x Remainder of Term	50% MRC x Remainder of Term	50% MRC x Remainder of Term

\* Covad only provides support for Wireless Kits for personal computers having operating systems of Windows 2000, Windows XP Home or Windows XP Professional.

## MOVE FEES AND MISCELLANEOUS FEES FOR BROADBAND SERVICES

Description of Service Provided	Price*
Move Fee for Lineshare ADSL, Dedicated ADSL, IDSL, SDSL, IDSL/SDSL ECA, and IDSL/SDSL Enterprise	\$250 per move if provisioning same technology and speed using existing CPE at new location. New CPE or CPE upgrades required will be billed to customer. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
Move Fee for Ethernet Reach, Ethernet Enterprise, T1	\$500 per move if provisioning same technology and speed using existing CPE at new location. New CPE or CPE upgrades required will be billed to customer. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
Move Fee for Business DS3	Remaining contract value
Activation Fee	\$35
Lost Equipment Fee for EoCu and Ethernet Bonded SDSL Services	\$800
Lost Equipment Fee for all other Services	Current List Price
Special Construction Fees	TBD on a case by case basis.

\*Exclusive of applicable taxes.

## BILLING FEES FOR ALL COVAD SERVICES\*

Description of Service Provided	Price
Standard Invoice	Email
Paper Invoice	\$3.95 per month, Available by Request
Payment by Check	May require credit check
Payment by Credit Card	No charge for automated credit card or bank ACH payments
Late Payment Fee	1.5% of the outstanding balance due
Returned Check Fee	\$25.00
Reinstatement fee for Suspended Service	\$150.00

\* Please see Section 5 for a full description of Covad's Billing Fees and Policies.

## IP ADDRESS FEES FOR BROADBAND SERVICES

IP Address Block	Usable	Setup Charge	Monthly Charge
<b>For Standard DSL, Lineshare ADSL Services</b>			
1	1 dynamic public	Complimentary default	Complimentary default
<b>For Ethernet Enterprise Services</b>			
1	1* static public	Complimentary default	Complimentary default
<b>For Dedicated ADSL, IDSL and SDSL, IDSL and SDSL Enterprise, IDSL and SDSL ECA, Ethernet Reach, T1, and DS3 Services</b>			
256 with NAT	253 private IP Addresses behind the router	Complimentary default	Complimentary default
<b>For Dedicated ADSL, IDSL and SDSL, IDSL and SDSL Enterprise, IDSL and SDSL ECA, Ethernet Reach, Ethernet Enterprise, T1, and DS3 Services</b>			
8	5*	No Charge (requires IP Justification Form)	Complimentary (by request only )
16**	13*	(requires IP Justification Form)	\$10.00
32**	29*	(requires IP Justification Form)	\$15.00
64**	61*	(requires IP Justification Form)	\$20.00
128**	125*	(requires IP Justification Form)	\$25.00
256**	253*	(requires IP Justification Form)	\$50.00

\* For these configurations, Covad uses two (2) static IP addresses to provide the service and assigns one (1) static IP address to the router. A total of three (3) static IP addresses will be unavailable to the Customer.

\*\* For configurations with 16, 32, 64, 128, or 256 IP addresses, the Customer must complete ARIN information forms to justify the need for the large blocks of IP addresses. Covad does not guarantee approval of all IP address requests.

### DIAL UP INTERNET SERVICES (NOT INCLUDED WITH IA SERVICES)

Service	Usage per Billing Cycle	Charge
Overage Usage	More than 150 hours for stand-alone Dial service More than 10 hours for Standard DSL, Lineshare ADSL, Business DSL, Business DSL Plus Business Reach and T1 Internet Services	\$1.50/hour or any portion thereof
800 Service	Any amount of time above zero minutes	\$4.50/hour or any portion thereof

### INTEGRATED ACCESS SERVICES ADDITIONAL CHARGES

Description of Service Provided	Price
Replacement Customer Premises Equipment - Cisco 1841 T1 Router - Cisco 2431 16FXS Integrated Access Device - Cisco 2431 PRI Integrated Access Device	\$899.00 \$1,299.00 \$1,699.00
Missed Appointment Charge for all Covad Internet Services	\$150.00
Inside Wiring Charge for all Covad Internet Services - includes up to 3 hours onsite - additional 15-minute increment or fraction thereof	\$350.00 per location \$30.00
Field Technician Dispatch Charge for Repairs - Includes up to 2 hours for dispatch during normal business hours - additional 15-minute increment or fraction thereof	\$150.00 \$30.00
Professional Services - Includes up to 2 hours for dispatch during normal business hours - additional 30-minute increment or fraction thereof	\$150.00 \$75.00
Move Fee for Business DSL, Business DSL Plus, Business DSL Plus ECA, Business DSL Plus Enterprise, Ethernet Enterprise, T1	\$250 per move if provisioning same technology and speed using existing CPE at new location. New CPE or CPE upgrades required will be billed to customer. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
Move Fee for Ethernet Reach, Ethernet Enterprise, T1	\$500 per move if provisioning same technology and speed using existing CPE at new location. New CPE or CPE upgrades required will be billed to customer. The new term must be equal to or greater than the remainder of the existing circuit term or 12 months, whichever is greater.
Move Fee for Business DS3	Remaining contract value

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## 9. GLOSSARY AND DEFINITIONS

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**Backbone**

- A major transmission path used for high-volume network-to-network connections.
- In Covad's network, the backbone network consolidates data traffic from the individual DSL lines into a backbone network for delivery to the Internet and/or other regions.

**Bandwidth**

- The amount of data that can flow through a given communications channel in a specified period time, usually seconds.

**Bridge**

- A device that connects two networks as a seamless single network using the same networking protocol.
- Bridges operate at the hardware layer and do not include IP routing functionality. They simply forward packets without analyzing and re-routing messages.

**CO or Central Office**

- A telephone company facility within which all local telephone lines terminate and which contains equipment required to switch Customer telecommunications traffic.

**Commercially Reasonable Effort**

- A service that does not carry a QoS (Quality of Service) or an SLA (Service Level Agreement), often with no minimum throughput guarantees.
- Covad's ADSL Internet Services (Standard DSL and Lineshare ADSL Internet Services) are considered "*commercially reasonable efforts.*"

**CPE or Customer Premises Equipment**

- Any equipment located at a Customer's premises. Modems, bridges, and routers are considered CPE.
- Covad provides CPE for various Services at the prices described above.

**CSU/DSU or Channel Service Unit/Digital Service Unit**

- A common type of CPE for T1 services, the CSU/DSU terminates the physical connection and provides physical protection and diagnostic and monitoring features.

**Demarc or Demarcation Point**

- The point at the Customer premises where the loop from the telephone company meets the premises wiring.

**DHCP or Dynamic Host Configuration Protocol**

- A protocol that allows end user workstation information, including IP addresses, to be dynamically assigned by a server on an as-needed basis.
- DHCP server functionality is built into most DSL routers.

**DNS or Domain Name System**

- The name resolution service for IP addresses that provides the friendlier text-based addresses for Internet resources. Example: 192.168.1.1 = [www.yourwebpage.com](http://www.yourwebpage.com).

**DSLAM or Digital Subscriber Line Access Multiplexer**

- The device typically deployed at the CO that terminates all the DSL lines (or circuits) serviced by the CO.
- Covad places its own DSLAMs in leased space in a LEC's CO.

**Dynamic IP**

- An IP address that is assigned to the client for the current session or some other specified amount of time.

**Encryption**

- Scrambles data in flight so the data is of no use if intercepted. It is the conversion of data into a form, called a ciphertext, which cannot be easily understood by unauthorized people. In order to recover the contents of an encrypted signal, the correct decryption key is required.
- Common forms of encryption include DES and 3DES. Covad's TeleDefend Service uses 3DES.

**Ethernet**

- A LAN technology that uses CSMA/CD delivery that can run over different media (cabling).
- Most of today's Ethernet LANs use twisted pair 10Base-T wiring that can support both standard Ethernet at 10Mbps and Fast Ethernet at 100Mbps.

**Firewall**

- A device or software that filters the traffic exchanged between networks, enforcing each network's access control policy.

**FOC or Firm Order Commitment**

- A FOC is provided by the LEC and references the date that the LEC will perform the necessary work for Covad to establish a Customer's Internet service.

**ILEC or Incumbent Local Exchange Carrier**

- Also known as the telephone company, telco, LEC, RBOC, etc.

**Inside Wiring**

- Refers to wiring on the Customer side of the demarcation point.
- Customers are responsible for maintaining and extending inside wiring as needed to deliver Covad Internet Services.

**IP Address or Internet Protocol Address**

- A dotted decimal notation used to represent IP addresses. Example: 192.168.1.1

**IPSec or Internet Protocol Security**

- A developing standard for security at the network or packet processing layer. IPSec doesn't require changes to individual computers and is extensible, so new encryption standards can be swapped in as they become available.
- Provides two functions, authentication and encryption, and uses three components: AH, ESP, and IKE (AH – Authentication Header: verifies authenticity of each packet; ESP – Encapsulating Security Payload: encrypts the entire packet and places it in a larger packet; IKE – Internet Key Exchange: the set of procedures that IPSec devices use to transfer security keys).

**Line Sharing**

- Line sharing is a method of DSL line delivery that involves using an existing telephone line into the Customer's premises by electronically multiplexing the voice and data signals on the same physical wire.
- Line sharing separates the low voice frequencies and the higher data frequencies running across the same line.

**Local Loop**

- A generic term for the connection between the Customer's premises and the telephone company's serving wire center.

**NAT or Network Address Translation**

- An Internet standard that allows a Customer's local network to use private IP addresses that are not advertised to other users on the Internet. The IP address used for the router is the only IP address visible to the public Internet.
- Covad offers NAT with certain configurations of Lineshare ADSL, Business DSL Plus and T1 Internet Services.

**NIC or Network Interface Card**

- The hardware that forms the interface between the computer (or other network device) and not only the data communications network for the LAN but also the IP connection through the DSL bridge or router.

**NID or Network Interface Device**

- A phone company-installed device that connects a Customer's inside wiring to the telephone network. It is typically a small box installed on the exterior premises, basement, or garage.

**NID Splitter**

- A device that a Covad technician installs at the Customer's NID for line sharing orders. The splitter separates the voice traffic from the data traffic on the Customer's existing phone line.

**PPPoE or Point-to-Point Protocol over Ethernet**

- Covad uses PPPoE software to establish an Internet connection for certain Internet services.
- For Standard DSL Link and Standard DSL Internet Services, PPPoE software is required on the Customer's PC.

**RJ-11**

- A standard modular connector (jack or plug) that supports two pairs of wires (four wires). Commonly used for most PSTN CPE such as a telephone, fax machine, modem.

**RJ-45**

- A standard modular connector that can support up to four pairs of wires (eight wires).
- Commonly used with Category 5 ("Cat 5") cabling to create 10Base-T or 100Base-T networks.

**Router**

- A router is a device that connects two networks. Routers are similar to bridges, but provide additional functionality, such as the ability to filter messages and forward them to different places based on various criteria.
- The Internet uses routers extensively to forward packets from one host to another.

**Static IP**

- An assigned IP address used to connect to a TCP/IP network. The IP address stays assigned to the specific host or network device, so the same address can always be used to reach that device.