



Service Level Agreement for Enterprise Services SuperT, ConT1nuity, Redundant & HiCap

Service Level Agreement

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

Summary of Service Levels

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

Service Level Coverage Boundary

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

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

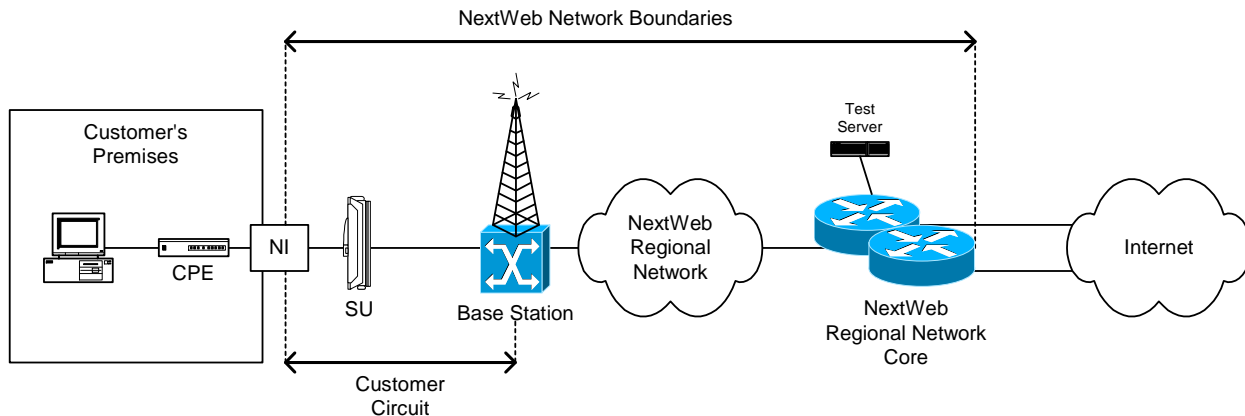


Figure 1 - NextWeb Network Boundaries

Performance Verification

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

Network Availability

For this agreement, Unavailability shall mean the total inability to transfer data from the Network Interface to a known operational IP address on a public network. A period of Unavailability commences when a trouble ticket is opened with Nextweb Support and NextWeb confirms the Unavailability.

NextWeb's goal is ensure that the NextWeb Network will be available 99.99% of the time. NextWeb's Network guarantee will be measured based on the number of minutes that the NextWeb Network was Unavailable.

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

Chronic Outages

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

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

Committed Information Rate

NextWeb provides 100% committed information rates (CIR) on its Enterprise Services. Each Enterprise Service will be configured and provisioned to operate to the full CIR specified for the product. The NextWeb Network is engineered to ensure that even during peak network load, the service will be capable of transmitting or receiving network traffic (IP packets including data and packet overhead) within a 10% maximum variance of the CIR as averaged over a calendar month. Throughput is measured as the average of 5 samples of an FTP file transfer (1 MB minimum file size) taken directly from the NextWeb interface (not within the customer LAN) to the Test Server (ask support for details).

Committed Information Rate does not apply to performance outside of the NextWeb Network.

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

Burstable Information Rate

NextWeb offers additional bandwidth capacity on selected products. This additional bandwidth, if offered, is above and beyond the Committed Information Rate for the service and is provided on a best effort basis only. Burstable bandwidth is provided only when excess network capacity exists and may not be available at all times, at the full level, or at all.

Burstable bandwidth is intended for occasional customer use and is not intended to be a replacement for higher committed rate service. NextWeb may reduce or eliminate the burstable bandwidth option at any time and for any reason, including excessive use of the burstable bandwidth. Changes to the burstable bandwidth rate may occur with or without notice.

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

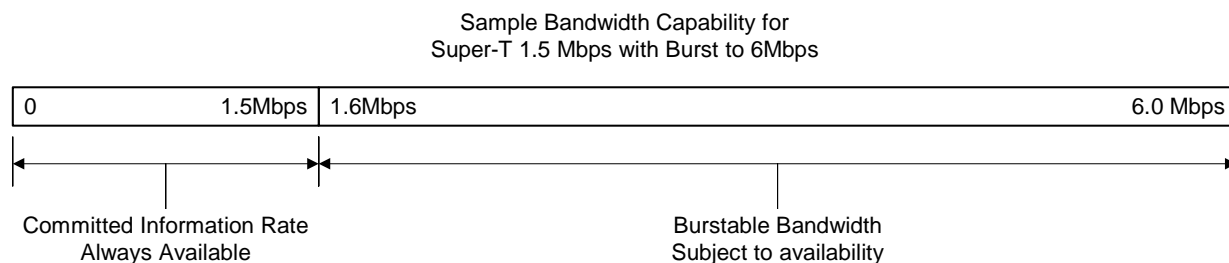


Figure 2 – Sample Bandwidth Capability CIR vs. Burstable

Network Latency

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

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

Packet Loss

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

Priority Response

In the event of a problem with the service resulting in network Unavailability, as defined above, NextWeb will make best commercially reasonable efforts to repair the service to working condition within 4 hours of the outage being reported and a trouble ticket opened.

Other Services

All other NextWeb services, including dialup, web, SmartMail email hosting, and all other NextWeb services will be available 99% of the time. If NextWeb determines that any of these Services are not available for more than 24 cumulative hours during a calendar month, NextWeb will, upon the customer's request, credit the customer's account the prorated charges for the affected service for one (1) day for each full 24 hour period of unavailability.

Additional Terms and Conditions

This Service Level Agreement applies to customers in good standing (paid current). Customers with delinquent accounts or past due balances do not qualify for service credits or priority response.

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

To request credits under this SLA, customers should email NextWeb Customer Support at support@nextweb.net or call (888) 565-5463 within 2 business days of the event.