



## Multipoint Ethernet Rewards

If an Agent assists AboveNet in closing an eHub, eLan or eMesh Metro Ethernet Covered Contract by June 30, 2010, with a Collected Monthly Revenue of four thousand dollars (\$4,000) or more per Covered Contract, AboveNet will pay the master Agent five hundred dollars (\$500.00) for each customer location where service is delivered under the Covered Contract. (the "Promotion").

### Terms and Conditions:

- This Promotion is valid from February 2, 2010 through June 30, 2010
- For each customer location where AboveNet provides the eHub, eLan or eMesh Metro Ethernet service under the Covered Contract, the Agent shall receive five hundred dollars (\$500) (the "Bonus"). By way of example, if there are three (3) customer locations on a Covered Contract, the Bonus shall be fifteen hundred dollars (\$1,500).
- All engagements brought to AboveNet must be entered into the online agent pricing portal.
- Only the following AboveNet service offerings are eligible for a Bonus under this promotion: (i) an eLan, eHub, or eMesh Metro Ethernet service
- The minimum term of the Covered Contract between customer and AboveNet must be two years, with a maximum term of five years. The minimum Collected Monthly Revenue must be four thousand dollars (\$4,000.00).
- All Covered Contracts between the customer and AboveNet must be executed by both parties on or before June 30, 2010.
- AboveNet will provide any relevant payments under this Promotion directly to the Agent.
- The Bonus will be paid after AboveNet receives payment of the first invoice from customer.
- Any related payments to third parties as a result of a master Agent's performance under this Promotion will be made by the master Agent. AboveNet disclaims any and all liability for any master Agent's failure to make applicable payments to third parties arising from, or related to this Promotion. Except for AboveNet's gross negligence or willful misconduct with respect to its obligations under this Promotion, the master Agent will defend and indemnify AboveNet for any claim or action brought by a third party against AboveNet, its officers, directors or employees as a result of the master Agent's failure to make payments to third parties arising from, or related to this Promotion.
- If the Covered Contract between the customer and AboveNet is terminated prior to the minimum one year term, the Bonus shall be subject to chargeback at AboveNet's discretion.
- AboveNet, in its sole discretion, reserves the right to modify the terms and conditions of this Promotion at any time.

