



The AboveNet \$10K for \$10K is back!

If an Agent assists AboveNet in closing one Covered Contract with a customer by June 30, 2010, with a Collected Monthly Revenue of ten thousand dollars (\$10,000) or more, AboveNet will pay the master Agent ten thousand dollars (\$10,000.00) (the “Promotion”).

Terms and Conditions:

- This Promotion is valid from February 2, 2010 through June 30, 2010
- Each bonus payment (the “Bonus”) shall be in the amount of ten thousand dollars (\$10,000.00). Each Agent is eligible for up to five Bonus payments under this Promotion.
- 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) Metro Ethernet (private, standard, dedicated, eLan, eHub); (ii) Metro IP; (iii) WDM; (iv) VPN; (v) Fiber Optic Infrastructure; and (vi) eXpressWave Long Haul.
- 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 ten thousand dollars (\$10,000.00).
- 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 master 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.

