

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
GOVERNING THE PROVISION OF DEDICATED COMMUNICATIONS  
SERVICES WITHIN THE COMMONWEALTH OF MASSACHUSETTS

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

Table of Contents

	<u>Sheet</u>
TITLE SHEET .....	TITLE SHEET
CHECK SHEET .....	2
SECTION 1 - EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF .....	3
SECTION 2 - DEFINITIONS .....	5
SECTION 3 - APPLICATION OF TARIFF .....	9
SECTION 4 - REGULATIONS .....	10
SECTION 5 - SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS .....	53
SECTION 6 - RATES & CHARGES .....	69

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

CHECK SHEET

The sheets of this tariff are effective as of the date shown. The original and revised sheets named below contain all changes from the original tariff and are in effect on the date shown.  
(\* New or revised sheet).

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	26	Original	51	Original	76	Original
2	Original	27	Original	52	Original		
3	Original	28	Original	53	Original		
4	Original	29	Original	54	Original		
5	Original	30	Original	55	Original		
6	Original	31	Original	56	Original		
7	Original	32	Original	57	Original		
8	Original	33	Original	58	Original		
9	Original	34	Original	59	Original		
10	Original	35	Original	60	Original		
11	Original	36	Original	61	Original		
12	Original	37	Original	62	Original		
13	Original	38	Original	63	Original		
14	Original	39	Original	64	Original		
15	Original	40	Original	65	Original		
16	Original	41	Original	66	Original		
17	Original	42	Original	67	Original		
18	Original	43	Original	68	Original		
19	Original	44	Original	69	Original		
20	Original	45	Original	70	Original		
21	Original	46	Original	71	Original		
22	Original	47	Original	72	Original		
23	Original	48	Original	73	Original		
24	Original	49	Original	74	Original		
25	Original	50	Original	75	Original		

---

 Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

---

1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this Tariff for the purpose indicated below:

C	-	To signify changed regulation.
D	-	To signify discontinued rate or regulation.
I	-	To signify increased rate.
M	-	To signify a move in the location of text.
N	-	To signify new rate or regulation.
R	-	To signify reduced rate.
S	-	To signify reissued matter.
T	-	To signify a change in text but no change in rate or regulation.

1.1 TARIFF FORMAT

1.1.1 Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

1.1.2 Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

1. EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF (cont'd)

1.1 TARIFF FORMAT (cont'd)

1.1.3 Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.a.
- 2.1.1.A.1.a.l.
- 2.1.1.A.1.a.l.i.

1.1.4 Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

2. DEFINITIONS

Certain terms used generally throughout this tariff are described below.

Advance Payment

Part or all of a payment required before the start of service.

Authorized User

A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user, respectively.

Bit

The smallest unit of information in the binary system of notation.

Carrier or Company or AboveNet

AboveNet Communications, Inc., the issuer of this tariff.

Channel Service Unit Functionality

Equipment which performs the function of proper termination of a circuit, regeneration of signals, recognition and correction of signal format errors, and remote loopback.

Confirmed Due Date

The date on which work activity is scheduled to be completed by the Company and for which the service is available for use by the customer. The confirmed due date is provided by the Company to the customer once the availability of Company facilities has been authorized.

Customer

The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated

A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

2. DEFINITIONS (cont'd)

DS1 to Digital Multiplexer

A service provided by the Company at central offices, designated as multiplexing hubs, that converts a 1.544 Mbps channel to 24 channels for use with digital private line service.

End User or User

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Individual Case Basis (ICB)

A service arrangement in which the regulation, rates, and charges are developed based on the specific circumstances of the case.

Intermediate Hub

A wire center that provides multiplexing which can serve itself and one or more wire centers within the Local Access and Transport Area (LATA). In this intermediate hub (wire center) a 1.544 Mbps channel can be multiplexed and the individual channels terminated at customer designated premises located within the local serving area of that wire center. Individual channels can be extended through any designated wire center(s) subtending the intermediate hub within the LATA to terminate at customer designated premises located within the local serving area of each wire center.

Interoffice Channel

A 1.544 Mbps path for digital transmission between central offices.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

2. DEFINITIONS (cont'd)

LATA

A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

Local Distribution Channel

A 1.544 Mbps path for digital transmission between the customer's premises and the serving central office.

Multiplexing

The act of combining a number of individual message circuits for transmission over a common transmission path.

Multiplexing Hub

A Company designated central office at which the multiplexing functions are to channelize analog or digital facilities to individual services requiring a lower capacity or bandwidth.

Network

Refers to the Company's facilities, equipment, and services provided under this Tariff.

Network Service

Intrastate communications service providing dedicated one-way and/or two-way information transmission paths between points within the Commonwealth of Massachusetts.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

2. DEFINITIONS (cont'd)Service Commencement Date

The first date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and the Customer may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by a Customer.

Served Direct Intraexchange Channel

A path for digital transmission between the customer's premises located on the same cable feeder route, less than 3,500 cable feet apart, and having no central office connection.

Service Order

The written request for dedicated services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Customer use the Company's dedicated service without an executed Service Order, the Company will then request the Customer to submit a Service Order.

Shared

A facility or equipment system or subsystem that can be used simultaneously by several Customers.

Terminus Hub

A wire center in which a 1.544 Mbps channel can be multiplexed to 24 channels. A terminus hub serves only customers in the wire center in which the multiplexing is performed.

User

A Customer, joint user, or any other person authorized by a Customer to use service provided under this tariff.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

3. APPLICATION OF TARIFF

- 3.1 This tariff applies to intrastate dedicated communications service supplied to Customers.

This tariff applies only to the extent that services provided hereunder are used by a Customer for the purpose of originating, terminating, or completing intrastate communications. A communication is "intrastate" only if all points of origination and termination are located within the Commonwealth of Massachusetts.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS

4.1 Undertaking of the Company

4.1.1. Scope

The Company undertakes to furnish dedicated services in accordance with the terms and conditions set forth in this Tariff.

4.1.2 Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.3 Terms and Conditions

- A) Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- D) This tariff shall be interpreted and governed by the laws of the Commonwealth of Massachusetts regardless of its choice of laws provision.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability

- A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representatives, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in this Tariff.
- B) Except for the extension of allowances to the Customer for interruptions in service as set forth in this Tariff, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service, or any failure in or breakdown of facilities associated with the service.
- C) The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- D) The Company shall not be liable for any claims for loss or damages involving:
- 1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment, or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen;
  - 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars, or other civil commotions; strikes, lockouts, work stoppages, or other labor difficulties; criminal actions taken against the Company; unavailability, failure, or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation, or other action of any governing authority or agency thereof;
  - 3) Any unlawful or unauthorized use of the Company's facilities and services;

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 4) Libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services with Customer-provided facilities or services;
- 5) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this Tariff.
- 7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

D) (cont'd)

- 8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- 9) Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company; or
- 10) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- E) The Company shall be indemnified, defended, and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any Company or Customer equipment or facilities or service provided by the Company.
  
- F) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended, and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use, or removal of any equipment or facilities or the service.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.4 Limitations on Liability (cont'd)

- G) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- H) Except as otherwise stated in this Tariff, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- I) THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.5 Testing and Adjusting

Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.6 Provision of Equipment and Facilities

- A) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in conjunction with this service shall be so constructed, maintained, and operated as to work satisfactorily with the facilities of the Company.
  
- B) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - 1) the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)4.1 Undertaking of the Company (cont'd)4.1.7 Special Construction

Subject to the arrangement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

Special construction charges will be determined as described herein.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.1 Undertaking of the Company (cont'd)

4.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents, contractors, or suppliers.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)4.2 Prohibited Uses

- 4.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorization, licenses, consents, and permits.
- 4.2.2 The Company may require applicants for service who intend to use the Company's offering for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offering complies with relevant laws and regulations, policies, orders, and decisions.
- 4.2.3 The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.
- 4.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated access services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.3 Obligations of the Customer

4.3.1 Customer Premises Provisions

- A) The Customer shall provide the personnel, power, and space required to operate all facilities and associated equipment installed on the premises of the Customer.
- B) The Customer shall be responsible for providing Company personnel access to premises of the Customer at any reasonable hour for the purpose of testing the facilities or equipment of the Company.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.3 Obligations of the Customer (cont'd)

4.3.2 Liability of the Customer

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, (2) the death of or injury to persons, including, but not limited to, employees or invitees of either party, and (3) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.3 Obligations of the Customer (cont'd)

4.3.2 Liability of the Customer (cont'd)

- C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels

4.4.1 Interconnection of Facilities

A) Customer Provided Equipment

Customer provided terminating equipment such as CSUs, multiplexers, and other terminating equipment may, at the Customer's request, be provided by the Customer, at the Customer's expense. Carrier makes no guarantees or warranties as to the performance of Customer provided equipment.

B) In order to protect the Company's facilities and personnel and the services furnished to other Customers by the Company from potentially harmful effects, the signals applied to the Company's service shall be such as not to cause damage to the facilities of the Company. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels (cont'd)

4.4.2 Inspections

- A) The Company may, upon notification to the Customer, at a reasonable time, make such tests and inspections as may be necessary to determine that the requirements regarding the equipment and interconnections are being complied with in respect to the installation, operation and maintenance of Customer-provided equipment and in the wiring of the connection of Customer channels to Company-owned facilities.
- B) If the protective requirements in connections with Customer provided equipment are not being complied with, the Company may take such action as necessary to protect its facilities and personnel and will promptly notify the Customer by registered mail in writing of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received or within the time specified in the notice that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including canceling service, to protect its facilities and personnel from harm. The Company will upon request 24 hours in advance provide Customer with a statement of technical parameters that the Customer's equipment must meet.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.4 Customer Equipment and Channels (cont'd)

4.4.3 Station Equipment

- A) Customer-provided terminal equipment on the premises of the Customer or other authorized user, the operating personnel there, and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer, authorized user, or joint user.
- B) The Customer or other authorized user is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

4.4.4 Interconnection Provisions

Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff.

4. REGULATIONS (cont'd)4.5 Customer Deposits and Advance Payments4.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount up to two months of estimated monthly usage charges. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to:
- 1) three months' charges for a service or facility which has a minimum payment period of one month; or
  - 2) the charges that would apply for the minimum payment period for a service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.5 Customer Deposits and Advance Payments (cont'd)

4.5.2 Deposits (cont'd)

- B) A deposit may be required in addition to an advance payment.
- C) When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account. If the amount of the deposit is insufficient to cover the balance due to the Customer's account, the Company retains the right to collect any amounts owing after the deposit has been applied plus any costs related to the collection of any remaining balance.
- D) Deposits held will accrue at an annual interest rate of two (2) percent per annum without deductions for any taxes on such deposits. Interest will not accrue on any deposit after the date on which reasonable effort has been made to return it to the Customer.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements

4.6.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

A) Taxes

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of Network Services.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)4.6 Payment Arrangements (cont'd)4.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Non-recurring charges are due and payable within 30 days after the date of the invoice.
- B) The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within 30 days after the date of the invoice. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement, or component is discontinued.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.2 Billing and Collection of Charges (cont'd)

- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, multiplied by a late factor. The late factor shall be the lesser of:
  - 1) a rate of 1.5 percent per month; or
  - 2) the highest interest rate which may be applied under state law for commercial transactions.
- F) The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.
- G) If service is disconnected by the Company in accordance with Section 4.6.4 following and later reinstalled, service will be subject to all applicable installation charges. If service is suspended by the Company and later restored, service will be subject to all applicable restoration charges.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)4.6 Payment Arrangements (cont'd)4.6.3 Billing DisputesA) General

All bills are presumed accurate, and shall be binding on the Customer unless notice of the disputed charge(s) is received by the Company within 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

B) Late Payment Charge

- 1) The undisputed portions of the bill must be paid by the payment due date to avoid assessment of a late payment charge on the undisputed amount as provided in this Tariff.
- 2) In the event that a billing dispute is resolved by the Company in favor of the Customer, any disputed amount withheld pending resolution of the billing dispute shall not be subject to the late payment charge.
- 3) In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer

- 1) In the event that the Company resolves the billing dispute in favor of a Customer who has withheld payment of the disputed amount pending resolution of the disputed bill, the Company will credit the Customer's account for the disputed amount in the billing period following the resolution of the dispute.
- 2) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

C) Adjustments or Refunds to the Customer (cont'd)

- 3) In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill but canceled the service, the Company will issue a refund of any overpayment by the Customer.
- 4) All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.3 Billing Disputes (cont'd)

D) Unresolved Billing Disputes

In the case of a billing dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled to the mutual satisfaction of the Customer and the Company, the Customer has up to 90 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business) to take the following course of action.

- 1) First, the Customer may request and the Company will provide an in-depth review of the disputed amount.
- 2) Second, if after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer may file an appropriate complaint with:

The Commonwealth of Massachusetts  
Department of Telecommunications and Energy  
One South Station  
2<sup>nd</sup> Floor  
Boston, Massachusetts 02110-2212  
(617) 305-3531

- 3) Pursuant to its authority under Massachusetts General Law, Chapter 159, the MA DTE has discretion whether to adjudicate complaints between non-residential customers and the Company.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service for Cause

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving 24 hours prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving 24 hours prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.4 Discontinuance of Service for Cause (cont'd)

- E) Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six (6) percent).

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.5 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide Company thirty (30) days written notice of desire to terminate service.

4.6.6 Customer Overpayment

The Company will pay interest on a Customer overpayment. Customer overpayment shall mean a payment to the Company in excess of the correct charges for service when caused by erroneous billing by the Company. The rate of interest shall be the unadjusted interest rate paid on Customer deposits or the late payment penalty rate, whichever is greater. Interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit interest rate or late payment penalty rate, and compounded monthly, until the date when the overpayment is refunded. No interest shall be paid on Customer overpayments that are refunded within thirty (30) days after such overpayment is received by the Company.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.6 Payment Arrangements (cont'd)

4.6.7 Cancellation of Application for Service

- A) The Customer may cancel an application for service prior to installation of the equipment provided that the Customer immediately pay the Company any out of pocket expenses incurred by the Company plus a cancellation fee of two times the applicable monthly recurring service charge.
- B) Out of pocket expenses include but are not limited to the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service

4.7.1 General

- A) A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company;
- B) Due to the failure of power, equipment, systems, connections, or services not provided by the Company;
- C) Due to circumstances or causes beyond the control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) During any period in which the Customer continues to use the service on an impaired basis;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.4 Application of Credits for Interruptions in Service

- A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B) For calculating credit allowances, every month is considered to have thirty (30) days.
- C) A credit allowance will be given for interruptions in service of 15 minutes or more. Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)4.7 Allowances for Interruptions in Service (cont'd)4.7.4 Application of Credits for Interruptions in Service (cont'd)D) Interruptions of 24 Hours or LessLength of InterruptionInterruption Period  
To Be Credited

Less than 15 minutes	None
15 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E) Continuous Interruption Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each three-hour period or fraction thereof that occurs following the expiration of the initial 24-hour period. No more than one full day's credit will be allowed for any period of 24 hours.

F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period that occurs following the expiration of the initial 72-hour period. No more than 30 days credit will be allowed for any one-month period.

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.7 Allowances for Interruptions in Service (cont'd)

4.7.5 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)4.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption, Customer agrees to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this Tariff.

4.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid Non-Recurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation, or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C) all Recurring Charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.
- E) Termination liability of Customer receiving service under a Variable Term Pricing Plan is determined according to Section 5.3.4.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network

4.9.1 Unauthorized Use of the Network

- A) Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's services provided under this Tariff, or uses specific services that are not authorized.
- B) The following activities constitute fraudulent use:
- 1) Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
  - 2) Using or attempting to use the Network with the intent to avoid payment, either in whole or part, of any of the Company's tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
  - 3) Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices, or electronic devices to defraud or mislead callers.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (cont'd)

4.9.1 Unauthorized Use of the Network (cont'd)

- C) Customers are advised that use of telecommunications equipment and services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll and PBX fraud perpetrated by Users who gain access to a Customer's facilities, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

4. REGULATIONS (cont'd)

4.9 Customer Liability for Unauthorized Use of the Network (cont'd)

4.9.2 Liability for Unauthorized Use

- A) Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for services provided under this Tariff furnished to the Customer or User. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
- B) The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary, or punitive charges.
- C) The Customer is responsible for payment of any charges related to the suspension and/or termination of service, and any charges for reconnection of service, incurred as a result of unauthorized use of the Network.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS

5.1 DS1 1.544 Mbps Digital Service - General

5.1.1 Availability

- A) Served direct intraexchange channels are not available.

5.1.2 Description

- A) DS1 service is provided on a two point basis only between the following locations.
- 1) Customer designated premises.
  - 2) A customer designated premises and a Company designated central office.
  - 3) Company designated central offices.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.1 DS1 1.544 Mbps Digital Service - General (cont'd)

5.1.2 Description (cont'd)

- B) DS1 service is provided only where facilities are available and is subject to the technical limitations of the digital equipment used by the Company as set forth in the PUB 62411 and TR-NPL-000054.
- C) DS1 service consists of two point digital channels and equipment which provide for simultaneous two-way transmission of serial, bipolar, return to zero, digital signals at a transmission speed of 1.544 Mbps.
- D) DS1 service is designed to provide an average performance of at least 98.75% error-free seconds of transmission measured over a continuous 24 hour period.
- E) DS1 service is furnished on a full-time basis, 24 hours a day, seven days a week.
- F) Central Office (CO) multiplexing may be provided from suitably equipped multiplexing hubs. The customer is responsible for the assignment of individual channels within the multiplexer and for maintaining records of those assignments. Customer provided multiplexing equipment must conform with the electrical requirements for channel units specified in PUB 43801 and CB 119.
  - 1) The 1.544 Mbps channel is provided with a local distribution channel(s) and an interoffice channel, local distribution channels only, or, an interoffice channel between two Company designated central offices.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.1 DS1 1.544 Mbps Digital Service - General (cont'd)

5.1.2 Description (cont'd)

F) (cont'd)

- 2) The central office multiplexing capability is provided by a central office multiplexer at designated multiplexing hubs which converts a 1.544 Mbps channel to 24 channels for use with analog data services or to 24 channels for use with digital services.

5.1.3 Service Functions

Service functions are optional features or arrangements that are available for use with DS1 Digital service.

- A) Central Office Multiplexing DS1 to Digital allows for up to 24 individual digital private lines to be derived from a 1.544 Mbps circuit. This function is offered for the same customer at multiplexing hubs.
- B) Clear Channel Capability (CCC) provides a bipolar with eight zero substitution (B8ZS) encoding technique that allows a customer to transport 1.536 Mbps information rate signals over a 1.544 Mbps circuit with no constraint on the quantity or sequence of ones (mark) and zero (space) bits. This arrangement allows customers to derive 64 Kbps clear channels. This service is provided only on 1.544 Mbps digital service between two customer designated premises and is subject to the availability of facilities. This arrangement requires that customer provided multiplexing equipment to be compatible with the B8ZS line code as specified in TR-NPL-000054 and PUB 62508.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.1 DS1 1.544 Mbps Digital Service - General (cont'd)

5.1.3 Service Functions (cont'd)

- C) Alternate Serving Wire Center provides 1.544 Mbps Digital service over an alternate route to a suitable equipped serving wire center other than that normally serving the customer's designated premises. This option is not available at all locations and where available the Company will designate the serving wire center to be used.
- 1) The mileage used to determine the monthly rate for distance sensitive local distribution channels required with this option is based on the airline distance directly between the customer's designated premises and the normal serving wire center for that premises as described in Section 5.3.2.A. The mileage used to determine the monthly rate for interoffice channel mileage is based on the normal serving wire center associated with the customer's designated premises as described in Section 5.3.2.B.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)5.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company5.2.1 Service Provisioning Warranty

- A) The Company assures that when a customer orders DS1, service will be installed and available for customer use no later than the confirmed due date. The failure of the Company to meet this confirmed due date will result in the credit of all applicable DS1 service nonrecurring charges for the local distribution channel, and central office multiplexer associated with the missed commitment. The nonrecurring charges will be credited at the rate at which they are billed.
- B) The following service configurations are subject to the provisioning warranty.
  - 1) DS1 provided on a two point basis between customer designated premises.
  - 2) DS1 provided between a customer designated premises and a Company hub where central office multiplexing is performed. The desired services associated with central office multiplexing are not included in the warranty.
- C) The service provisioning warranty does not apply under the following situations.
  - 1) When the customer requests an expedited due date.
  - 2) When other telephone companies are involved in the installation.
  - 3) When the customer premises is inaccessible.
  - 4) When the customer changes interface requirements.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company (cont'd)

5.2.1 Service Provisioning Warranty (cont'd)

C) (cont'd)

- 5) When the customer is not ready to accept service.
- 6) When building facilities are not ready (including space, cable support structures, building risers and entrance facilities to be provided by the building owner or his subcontracted vendors).
- 7) When the customer orders termination beyond the network interface.
- 8) When the customer requests service rearrangements; or moves within the same building.
- 9) When special construction is required to provision service.
- 10) When the delay is caused by work stoppage, civil disturbances, criminal actions; or by fire, flooding or other occurrences attributed to an Act of God.
- 11) When DS1 is provided with Network Reconfiguration service.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company (cont'd)

5.2.2 Maintenance Warranty Program

A) Interruption of Service - When service is interrupted for one minute or more, a one-month credit allowance will be made for service, provided that the interruption is brought to the attention of the Company within ten days. For the purpose of determining the amount of allowance, every month is considered to have 30 days.

1) The total credit allowance in any one billing period cannot exceed 100% of the customer's monthly rate for the affected rate elements, regardless of the number or length of service interruptions within a billing month.

2) For point-to-point service, the credit allowance will apply to the local distribution channel(s) and the interoffice channel.

3) For central office multiplexed circuits, the credit allowance will apply as follows.

- If the 1.544 Mbps circuit and/or the central office multiplexer is inoperative, the credit allowance will apply to the local distribution channel, the interoffice channel, and the multiplexer. The allowance for interruption of private line service will apply to those derived private line channels so affected.
- If the central office multiplexer derived channel is inoperative, the allowance for interruption of private line service will apply to those derived private line channels so affected. The credit allowance will not be applied to the 1.544 Mbps rate element.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.2 DS1 1.544 Mbps Digital Service - Responsibility of the Company (cont'd)

5.2.2 Maintenance Warranty Program (cont'd)

- B) No credit allowance will be made for the following interruptions to service.
- 1) Service interruptions of less than one minute.
  - 2) Service interruptions caused by the negligence of the customer or authorized user.
  - 3) Service interruptions resulting from the failure of equipment provided by the customer or authorized user.
  - 4) Service interruptions which continue due to the failure of the customer to authorize replacement of any element of special construction. The period during which no credit allowance will be made begins on the seventh day after the customer receives the Company's notification of the need for replacement and ends on the day after the Company receives the customer's authorization for replacement.
  - 5) During periods when the customer elects not to release the servicer for testing and/or repair.
  - 6) During periods when the customer or user has released the service for rearrangement purposes or for the implementation of a customer order.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 DS1 1.544 Mbps Digital Service - Regulations

5.3.1 Minimum Period

- A) The minimum service period is three months.

5.3.2 Determination of Mileage

- A) Mileage used to determine the rate for a local distribution channel is the airline distance measured, in increments of ½ mile (a fractional ½ increment being considered as a full ½ mile increment), directly between the customer's premises and the serving central offices.
- B) Mileage used to determine the rate for a 1.544 Mbps interoffice channel is the airline distance measured, in one-mile increments, directly between the serving central offices, between a serving central office and the Company multiplexing hub, or between Company multiplexing hubs.

5.3.3 Application of Rates and Charges

- A) Service Charges apply as appropriate, in addition to the nonrecurring charges for service.
- B) Interoffice Channels - For basic service interoffice channels when the interoffice channel is installed without an associated local distribution channel, the nonrecurring charge applies, per interoffice channel.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 DS1 1.544 Mbps Digital Service - Regulations (cont'd)

5.3.3 Application of Rates and Charges (cont'd)

C) Optional Features

- 1) For central office multiplexing DS1 to Digital, rates and charges apply for digital private line connections from the central office multiplexer to a customer premises.

5.3.4 Variable Term Payment Plan (VTPP)

- A) This plan may not be combined with any bulk billing payment plans.
- B) The monthly rates and nonrecurring charges for DS1 are offered under the VTPP as described herein and in Part A, Section 1. The VTPP monthly rates and nonrecurring charges are payable over the following Optional Payment Periods (OPP) as selected by the customer. The month-to-month, 36-month or 60-month OPPs are available to all DS1 customers. Only the local distribution channel, interoffice channels and the alternate serving wire center optional feature are eligible for the OPPs of 36 months or 60 months.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 DS1 1.544 Mbps Digital Service - Regulations (cont'd)

5.3.4 Variable Term Payment Plan (VTPP) (cont'd)

B) (cont'd)

- 1) The Available OPPs for DS1 monthly rates are month-to-month, 36 months and 60 months.
- 2) The available OPPs for DS1 nonrecurring charges are 36 months and 60 months.

- When a customer selects the nonrecurring charge 36- or 60-month OPP, their NRCs reflect a 50% reduction. The total number of nonrecurring charges included in an OPP may not exceed the total number of local distribution channels included in the OPP.
- The OPP selected for the nonrecurring charges must be the same as the OPP established for monthly rates.
- An OPP may not be established only for nonrecurring charges. The monthly rates for the channels which incurred the charges must also be included.

- C) Termination Liability - If a customer terminates service or cancels an OPP before the expiration of a commitment period, the customer is subject to a termination liability charge. If a customer terminates service prior to a minimum service period, the minimum service period charges also apply, in addition to the discounted monthly rates for each local distribution channel, for the interoffice channels and for the alternate serving wire center optional feature. The termination charges applicable to DS1 are dependent upon the payment period selected by the customer (refer to Exhibit 5.3.4-1).

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

---

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.3 DS1 1.544 Mbps Digital Service - Regulations (cont'd)

5.3.4 Variable Term Payment Plan (VTPP) (cont'd)

C) Termination Liability (cont'd)

- 1) The present value of the outstanding OPP monthly rate is determined in accordance with the principle of the time value of money at an effective interest rate of .99384% monthly.
- 2) When a customer disconnects some or all discounted channel in order to replace them with other Company provided channels the appropriate minimum service period charges would apply. The termination liability does not apply provided that the orders for the new channels and the disconnect of the existing channels are placed with the Company at the same time and the new channels have an equal or higher channel capacity than the disconnected channels.
- 3) A customer may, at any time prior to the expiration of the selected payment period for an existing OPP, change to an OPP with a longer payment period at the then effective discount. No termination liability charges will apply for any services extended under the longer commitment period. The monthly rates applicable for the longer commitment period will apply effective with the next bill following the request for the change.

- D) Expiration - At the end of the payment period, the customer will have the option of subscribing to any then effective discount plans or retaining the service under the standard rates in effect at the time. If the customer does not notify the Company of its choice, standard rates will be applied upon expiration of the payment period.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)5.3 DS1 1.544 Mbps Digital Service - Regulations (cont'd)5.3.4 Variable Term Payment Plan (VTPP) (cont'd)

- E) Transfer of Service will not be provided.
- F) New (increased) rates for 36- and 60-month OPPs may be introduced by the Company under a new vintage which would supersede the earlier vintage of rates. Superseded vintage rates apply only for the services ordered or installed under such rates for the duration of the OPP.

<b>Exhibit 5.3.4-1</b>	
<b>VTPP Termination Charges by Payment Period</b>	
<b>Payment Period—Monthly Rates</b>	<b>Termination Charges</b>
Month-to-Month	None
36 Months	50% of the present value of the remaining monthly payments
60 Months	50% of the present value of the remaining monthly payments
<b>Payment Period—Nonrecurring Charges</b>	<b>Termination Charges</b>
36 Months	100% of the present value of the remaining monthly value
60 Months	100% of the present value of the remaining monthly payments

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)5.4 DS3 44.736 Mbps Service - General

DS3 service is a channel for transmission of 44.736 Mbps data. The actual bit rate and framing format is a function of the interface selected by the customer. DS3 channels are provided between customer designated locations and/or between customer designated locations and a carrier's hub. DS3 service is provided with an electrical interface. As an option, this service may be provided to a customer with an optical interface at the customers premises. Services with this option will terminate at the carriers optical line terminating equipment (OLTE) located at a carrier's hub. The OLTE located at the customer's premises is subject to the mutual agreement of the parties, and must be compatible with the OLTE located at the carrier's hub. The optical interface is available only where facilities permit, and is offered on an individual case basis (ICB).

Technical standards are defined in Bellcore Technical Reference TR-NPL-00054, TR-TSY-000342, TR-TSY-000194, and PUB 62508, PUB 62411, and PUB 62411A.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)5.5 Contract Rates - Special Pricing Arrangements-ICB

5.5.1 In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an ICB, taking into account the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment by the Customer, and use of facilities by other Customers. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations, and regulations set forth in this tariff shall be incorporated into, and become a part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All special Pricing Arrangements, including ICB, shall be filed with the Commonwealth of Massachusetts Department of Telecommunications and Energy.

5.5.2 In addition to any rate or charge established by the Carrier, the Customer will also be responsible for any recurring or non-recurring charges imposed by local exchange telephone companies incurred by or on behalf of the Customer in establishing and maintaining service. Such charges may be billed by the Carrier or directly by the local exchange company, at the Carrier's option.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

5. SERVICE DESCRIPTIONS AND TECHNICAL STANDARDS (cont'd)

5.6 Back Billing

Carrier shall be entitled to revise bills previously rendered to adjust for previously rendered unbilled service, or adjust upward a bill previously rendered, assuming that the Customer was aware of the unbilled services during the period the services were unbilled, for a period of six years after the service was rendered.

5.7 Temporary Promotional Programs

The Carrier may establish temporary promotional programs, wherein it may waive or reduce recurring or non-recurring charges, to introduce a present or potential Customer to a service not previously received by the Customer. The terms of promotional programs will be filed with the Commonwealth of Massachusetts Department of Telecommunications and Energy subject to the requirements of applicable law, except if the promotion is to reduce rates.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES6.1 DS1 1.544 Mbps Digital Service Rates

<b>Channels</b>		
<b>Service Category</b>	<b>Rate Element</b>	<b>Rate</b>
Local Distribution Channel	NRC -- Each	921.13
	NRC -- OPP 36 months -- Monthly - Each	15.14
	NRC - OPP 60 months -- Monthly - Each	10.07
	OPP month-to-month -- Monthly - Each	115.94
	OPP 36 months -- Monthly - Each	104.34
	OPP 60 months -- Monthly - Each	92.73
	OPP month-to-month -- Per ½ mile or fraction thereof	33.00
	OPP 36 months -- Per ½ mile or fraction thereof	29.70
	OPP 60 months -- Per ½ mile or fraction thereof	26.40
Served Direct Intra-exchange Channel	Monthly	288.07

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)6.1 DS1 1.544 Mbps Digital Service Rates (cont'd)

<b>Channels</b> (cont'd)		
Interoffice Channel	When channel installed without a local distribution channel -- NRC -- Per interoffice channel	574.20
Move	Move a local distribution channel to termination within a premises -- NRC	357.50

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)6.1 DS1 1.544 Mbps Digital Service Rates (cont'd)

<b>Mileage</b>		
<b>Service Category</b>	<b>Rate Element</b>	<b>Rate</b>
Local Distribution Channel	Over 0-4 miles -- Fixed -- Month-to-month	110.10
	Over 0-4 miles -- Per mile -- Month-to-month	20.06
	Over 0-4 miles -- Fixed -- 36 months	111.10
	Over 0-4 miles -- Per mile -- 36 months	18.06
	Over 0-4 miles -- Fixed -- 60 months	111.10
	Over 0-4 miles -- Per mile -- 60 months	16.06
	Over 4-8 miles -- Fixed -- Month-to-month	111.10
	Over 4-8 miles -- Per mile -- Month-to-month	20.06

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)6.1 DS1 1.544 Mbps Digital Service Rates (cont'd)

<b>Mileage</b> (cont'd)		
<b>Service Category</b>	<b>Rate Element</b>	<b>Rate</b>
Local Distribution Channel	Over 4-8 miles -- Fixed -- 36 months	111.10
	Over 4-8 miles -- Per mile -- 36 months	18.06
	Over 4-8 miles -- Fixed -- 60 months	111.10
	Over 4-8 miles -- Per mile -- 60 months	16.06
	Over 8-25 miles -- Fixed -- OPP month-to-month	111.10
	Over 8-25 miles -- Per mile -- OPP month-to-month	20.06
	Over 8-25 miles -- Fixed -- OPP 36 months	111.10
	Over 8-25 miles -- Per mile -- OPP 36 months	18.06
	Over 8-25 miles -- Fixed -- OPP 60 months	111.10
	Over 8-25 miles -- Per mile -- OPP 60 months	16.06

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)6.1 DS1 1.544 Mbps Digital Service Rates (cont'd)

<b>Mileage</b> (cont'd)		
<b>Service Category</b>	<b>Rate Element</b>	<b>Rate</b>
Local Distribution Channel	Over 25-50 miles -- Fixed -- OPP Month-to-month	110.10
	Over 25-50 miles -- Per mile -- OPP Month-to-month	20.06
	Over 25-50 miles -- Fixed -- OPP 36 months	111.10
	Over 25-50 miles -- Per mile -- OPP 36 months	18.06
	Over 25-50 miles -- Fixed -- OPP 60 months	111.10
	Over 25-50 miles -- Per mile -- OPP 60 months	16.06
	Over 50 miles -- Fixed -- OPP Month-to-month	111.10
	Over 50 miles -- Per mile -- OPP Month-to-month	20.06

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)6.1 DS1 1.544 Mbps Digital Service Rates (cont'd)

<b>Mileage</b> (cont'd)		
<b>Service Category</b>	<b>Rate Element</b>	<b>Rate</b>
Local Distribution Channel	Over 50 miles -- Fixed -- OPP 36 months	111.10
	Over 50 miles -- Per mile -- OPP 36 months	18.06
	Over 50 miles -- Fixed -- OPP 60 months	111.10
	Over 50 miles -- Per mile -- OPP 60 months	16.06
	Over 8-25 miles -- Fixed -- OPP Month-to-month	111.10
	Over 8-25 miles -- Per mile -- OPP Month-to-month	20.06
	Over 8-25 miles -- Fixed -- OPP 36 months	111.10
	Over 8-25 miles -- Per mile -- OPP 36 months	18.06
	Over 8-25 miles -- Fixed -- OPP 60 months	111.10
	Over 8-25 miles -- Per mile -- OPP 60 months	16.06

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)6.1 DS1 1.544 Mbps Digital Service Rates (cont'd)

<b>Optional Features and Functions</b>		
<b>Service Category</b>	<b>Rate Element</b>	<b>Rate</b>
Central Office Multiplexing	DS1 to Digital -- NRC -- Per arrangement	242.00
	DS1 to Digital -- Monthly -- Per arrangement	144.93
Clear Channel Capability	Per DS1 1.544 Mbps two-point circuit -- installed subsequent to the installation of service -- NRC	611.60
Alternate Service Wire Center	Per alternately routed local distribution channel, each	
	-- OPP month-to-month	99.00
	-- OPP 36 months -- Each	89.10
	-- OPP 60 months -- Each	79.20

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601

6. RATES AND CHARGES (cont'd)

6.2 DS3 44.736 Mbps Digital Service Rates

Rates for DS3 service are provided by the Company on an Individual Case Basis (ICB). ICB filings will be separately filed with the Department of Telecommunications and Energy.

---

Issued: October 15, 2003

Effective: November 17, 2003

Issued By: AboveNet Communications, Inc.  
360 Hamilton Avenue  
White Plains, NY 10601