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ACCESS SERVICES

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SECTION 2. RULES AND REGULATIONS

2.15 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. The furnishing of Service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities, as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

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NorthPoint Communications, Inc.

Tariff F.C.C. No. 1  
Original Sheet No. 27

ACCESS SERVICES

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SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- B. The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company offerings complies with relevant laws and the FCC's regulations, policies, orders, and decisions.
- C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

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SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses (cont'd)

- E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- F. A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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SECTION 2. RULES AND REGULATIONS

2.17 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer

The Customer (or the End User, as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the Premises, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of the rights of way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
  
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- F. Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or,

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upon termination of Service as stated herein, removing the facilities or equipment of the Company;

- G. Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.
  
- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- K. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.
  
- L. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OF IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OF OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. RULES AND REGULATIONS

2.20 Indemnification

The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

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SECTION 2. RULES AND REGULATIONS

2.21 Maintenance and Testing

- A. 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.
  
- B. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or End User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer provided facilities, equipment, and wiring in the connection of Customer provided facilities and equipment to Company-owned facilities and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment, and personnel from harm.

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SECTION 2. RULES AND REGULATIONS

2.22 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

When mixed interstate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows:

1. If the Customer's estimate of the interstate traffic on the Service equals 10% or more of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this tariff.
2. If the Customer's estimate of the interstate traffic on the Service is less than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the appropriate intrastate tariff.
3. If the jurisdiction of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

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SECTION 3. DESCRIPTION OF SERVICES

The Company provides data transport between End Users and its Customers using a variety of digital transmission technologies, over the Company's own facilities and/or facilities of other carriers.

Depending on distance from the Company's facilities, Services may not be available to all customers. Special construction charges may apply in each case. Company's Services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each Service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services. Other services may be provided by the Company on an Individual Case Basis, depending on such factors as length of loops involved, quality of loops and other factors.

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SECTION 4. RATES AND CHARGES

4.1 Local Loop (per month)

California/Illinois/Maryland/Massachusetts/New York/Washington, DC/Virginia

144 IDSL	\$75
160 kbps	\$75
200 kbps	\$90
416 kbps	\$125
784 kbps	\$165
1040 kbps	\$199
1.54Mbps	\$250

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4.2 Aggregation

California/Illinois/Maryland/Massachusetts/New York/Washington, DC/Virginia

Time from interconnection	With NorthPoint-provided DS-3 Link (up to 25 miles)	Without DS-3 link
First Month	\$1,000	\$500
Second Month	\$2,000	\$1,000
Third Month	\$3,000	\$1,750
Fourth month and after	\$4,000	\$2,500
	Note: DS-3 links of more than 25 miles will be priced on an ICB basis	Note: Applies to customers in same collocation space as well as those who purchase or provide their own DS-3 interconnection

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**ACCESS SERVICES**

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**4.3 Non-Recurring Charges**California

Standard Installation		\$375
Nonstandard installation (materials extra)	\$375 <sup>§</sup> + \$40 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Reschedule visit due to lack of access		\$95 <sup>§</sup>
Standard inside move		\$150 <sup>§</sup>
Nonstandard inside move (materials extra)	\$150 <sup>§</sup> + \$40 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Outside move	Same charges as for installation	
Cancellation of order – within ILEC cancellation period		\$50
Cancellation of order – outside of ILEC cancellation period		\$275
Site survey (on request)		\$95 <sup>§</sup>
Speed change		\$100
Inside wiring repair (materials extra)	\$95 <sup>§</sup> + \$40 <sup>§</sup> /hour after 1 <sup>st</sup>	

Illinois

Standard Installation		\$255
Nonstandard installation (materials extra)	\$255 <sup>§</sup> + \$75 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Reschedule visit due to lack of access		\$125 <sup>§</sup>
Standard inside move		\$215 <sup>§</sup>
Nonstandard inside move (materials extra)	\$215 <sup>§</sup> + \$75 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Outside move	Same charges as for installation	
Cancellation of order – within ILEC cancellation period		\$50
Cancellation of order – outside of ILEC cancellation period		\$90
Site survey (on request)		\$125 <sup>§</sup>
Speed change		\$100
Inside wiring repair (materials extra)	\$125 <sup>§</sup> + \$75 <sup>§</sup> /hour after 1 <sup>st</sup>	

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ACCESS SERVICESMaryland

Standard installation		\$315
Nonstandard installation (materials extra)	\$315 <sup>§</sup> + \$65 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Reschedule visit due to lack of access		\$115 <sup>§</sup>
Standard inside move		\$195 <sup>§</sup>
Nonstandard inside move (materials extra)	\$195 <sup>§</sup> + \$65 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Outside move	Same charges as for installation	
Cancellation of order – within ILEC cancellation period		\$50
Cancellation of order – outside of ILEC cancellation period		\$170
Site survey (on request)		\$115 <sup>§</sup>
Speed change		\$100
Inside wiring repair (materials extra)	\$115 <sup>§</sup> + \$65 <sup>§</sup> /hour after 1 <sup>st</sup>	

Massachusetts

Standard Installation		\$315
Nonstandard installation (materials extra)	\$315 <sup>§</sup> + \$95 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Reschedule visit due to lack of access		\$115 <sup>§</sup>
Standard inside move		\$225 <sup>§</sup>
Nonstandard inside move (materials extra)	\$225 <sup>§</sup> + \$95 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Outside move	Same charges as for installation	
Cancellation of order – within ILEC cancellation period		\$50
Cancellation of order – outside of ILEC cancellation period		\$140
Site survey (on request)		\$115 <sup>§</sup>
Speed change		\$100
Inside wiring repair (materials extra)	\$115 <sup>§</sup> + \$95 <sup>§</sup> /hour after 1 <sup>st</sup>	

New York & New Jersey

Standard Installation		\$259
Nonstandard installation (materials extra)	\$259 <sup>§</sup> + \$75 <sup>§</sup> /hour after 2 <sup>nd</sup>	
Reschedule visit due to lack of access		\$125 <sup>§</sup>
Standard inside move		\$215 <sup>§</sup>

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**ACCESS SERVICES**

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Nonstandard inside move (materials extra)	\$215 <sup>§</sup> + \$75 <sup>§</sup> /hour after 2 <sup>nd</sup>
Outside move	Same charges as for installation
Cancellation of order – within ILEC cancellation period	\$50
Cancellation of order – outside of ILEC cancellation period	\$95
Site survey (on request)	\$125 <sup>§</sup>
Speed change	\$100
Inside wiring repair (materials extra)	\$125 <sup>§</sup> + \$75 <sup>§</sup> /hour after 1 <sup>st</sup>

Washington DC & Virginia

Standard installation	\$315
Nonstandard installation (materials extra)	\$315 <sup>§</sup> + \$65 <sup>§</sup> /hour after 2 <sup>nd</sup>
Reschedule visit due to lack of access	\$115 <sup>§</sup>
Standard inside move	\$195 <sup>§</sup>
Nonstandard inside move (materials extra)	\$195 <sup>§</sup> + \$65 <sup>§</sup> /hour after 2 <sup>nd</sup>
Outside move	Same charges as for installation
Cancellation of order – within ILEC cancellation period	\$50
Cancellation of order – outside of ILEC cancellation period	\$170
Site survey (on request)	\$115 <sup>§</sup>
Speed change	\$100
Inside wiring repair (materials extra)	\$115 <sup>§</sup> + \$65 <sup>§</sup> /hour after 1 <sup>st</sup>

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1 If this speed cannot be delivered due to reach or other factors, we will attempt to establish a connection at 320 kbps. The pricing for this speed is \$115.

2 After 3 months, all installs will be billed at the "Additional Installs" rate.

3 With the exception of the first month, charge is not prorated and applies to the entire billing period.

§ Price is for jobs started and completed between 8AM and 6PM on weekdays. A 25% surcharge applies for evenings and Saturdays, and a 50% surcharge for Sundays and Holidays.

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