
TELECOMMUNICATION SERVICE PROVIDER PHYSICAL COLOCATION

Physical colocation is a negotiated service offering, which provides for the installation of Customer-owned equipment and facilities within leased floor space in the Central Office of Megagate Broadband, Inc. d/b/a Megagate Broadband in Mississippi ("hereinafter Company") for the purpose of connecting to the Company's network and communication services. Colocation space is available in single-bay increments on a cageless basis on a shared occupancy basis. The equipment complement may include any type of equipment used or useful for interconnection to the Company's switched and special access services in the provision of telecommunication services. The Customer is solely responsible for the installation, timing, alarming, monitoring, performance, maintenance, provisioning and repair of their equipment as well as compliance with terms and conditions of Service set forth in this Price List. Equipment ownership, maintenance and insurance are the responsibility of the Customer or their approved agent. Equipment and facilities placed, as part of a colocation arrangement must be installed by a certified vendor approved by Company. Customer understands that the Colocation Service Agreement and this Price List and Rate Schedule constitute an Agreement between the Customer and the Company for the provision of Physical Colocation. This Agreement is not exclusive and the Company may enter into similar agreements with others. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

PHYSICAL COLOCATION

A. Definitions

Agreement: Agreement for Physical Colocation Service consists of an application executed by the Customer and accepted by the Company and this Price List.

Application: The Application is the document/form, which includes all pertinent billing, technical, and other descriptive information, which will enable the Company to provide Service(s) as required.

Application Fee: The application fee is a nonrecurring charge that recovers the cost of processing the application for Physical Colocation and provides for the preliminary work needed to determine if Company premises space and facilities are available to meet the Customer's colocation request. The application fee will be assessed once for each application submitted per Company premises, and is not dependent upon the amount of colocation space requested.

Colocation Space: Colocation space is available in cageless single bay increments (i.e. a Customer may purchase space in increments small enough to collocate a single rack, or bay, of equipment) on a shared occupancy basis.

Company: Company refers to Megagate Broadband, Inc. d/b/a Megagate Broadband.

Electrical Cross-Connect: Electrical cross-connections are available at the DSO, DS1 and DS3 levels.

Expanded Interconnection: The Company will provide expanded interconnection services in conjunction with the Switched Access and Special Access Services in the Company's access tariffs.

Floor Space: The floor space provides for the use of Company premises equipment areas occupied by the Customer. Floor space includes associated environmental support systems such as AC power, lighting, heating and air conditioning.

Installation and Maintenance: The installation and maintenance work is assessed based on per half hour labor rates.

PHYSICAL COLOCATION

A. Definitions

Company Certified Supplier: Any AT&T certified supplier approved by Company.

Physical Colocation: Physical colocation provides a Customer with Colocation Space, excluding roof space, and associated requirements such as power and environmental conditioning within a Company Premises to locate certain fiber optic or wireless facilities and equipment, and a connection to certain Company provided services.

Premises: Company central offices, serving wire centers and access tandems, as well as all buildings or similar structures owned or leased by Company that house Company network facilities located in Mississippi.

PHYSICAL COLOCATION

B. General

1.1 The rates, terms, and conditions contained within this Price List shall only apply when Customer is physically collocated within a Company Premises location pursuant to this Price List. Company Premise(s) include Company Central Offices and Serving Wire Centers (hereinafter "Premises") but excludes roof space for these Premise(s) located in Mississippi. This Schedule is applicable to Premises owned or leased by the Company. However, if the Premises occupied by the Company are leased by the Company from a third party, special considerations and intervals may apply in addition to the terms and conditions contained herein.

1.2 Right to Occupy

Where space is available and it is technically feasible, Company will allow Customer to occupy a certain area designated by the Company within a Premises, or on Company property upon which the Premises is located, of a size which is specified by Customer and agreed to by Company (hereinafter "Colocation Space").

1.3 Space Allocation

Company shall attempt to accommodate Customer's requested preferences, if any. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocated telecommunications carrier; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by Company or another collocated telecommunications carrier; or (f) essential for the administration and proper functioning of Premises.

1.4 Space Reclamation

In the event of space exhaust within Premises, Customer will be responsible for the justification of unutilized space within its Colocation Space.

PHYSICAL COLOCATION

B. General

1.5 Use of Space

Customer shall use the Colocation Space for the purposes of installing, maintaining and operating Customer's equipment (to include testing and monitoring equipment) necessary for interconnection with Company services and facilities for the provision of telecommunications services, as specifically set forth in this Agreement. The Colocation Space assigned to Customer may not be used for any purposes other than as specifically described herein or in any amendment hereto. Company permits the colocation of any equipment necessary for interconnection to Company's network in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to Company's network in the provision of telecommunications services.

1.6 Customer agrees to pay the rates and charges identified in the Rate Schedule attached hereto. If a service is requested by the Customer for which no charge is specified in the Rate Schedule, the Company will establish a charge for the requested service and revise the Rate Schedule incorporating the new charge.

1.7 If any due date contained in this Schedule falls on a weekend or National holiday, the due date will be the next business day thereafter.

1.8 The Company and the Customer agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

1.9 Customer, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to build-out, equip and/or occupy the Colocation Space.

PHYSICAL COLOCATION

C. Rules and Regulations

1. Limitations on Service

- 1.1 The Customer shall provide to the Company a written application for the provision of physical colocation of fiber optic, microwave or other wireless facilities. The application shall include complete details of the colocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Completed applications must be accompanied by the Application Fee set forth in the Rate Schedule following, and will be processed by the Company within 30 days on a first-come, first-served basis. The Application and this Colocation Services Price List constitute the agreement between the Customer and the Company for Physical Colocation Service.
- 1.2 The Customer must begin use of the collocated space within two months of the date of the application, or other time period mutually agreed to by the Customer and the Company, or the space must be relinquished to the Company.
- 1.3 If colocation space is unavailable or a Customer withdraws its request, the Application Fee will be refunded less any charges incurred as set forth herein.
- 1.4 Restoration of service following a service interruption shall comply with the provisions of the Telecommunications Service Priority System (TSP). To meet the emergency requirements of the TSP System, the Company may rearrange Company conduit, manholes, cable entrances, riser systems, or other Company facilities occupied by a Customer's transport facilities. The Company will make a reasonable effort to notify the Customer of the necessary rearrangements. If an emergency is caused by an act or omission of the Customer or by the Customer's equipment or facilities, the Customer will be charged for such rearrangement on a time and material basis.

PHYSICAL COLOCATION

C. Rules and Regulations

1. Limitations on Service (continued)

- 1.5 The Company will make every reasonable effort to ensure that interruption to the Customer's service is avoided. When service interruption is unavoidable, the Company will provide immediate notification of such stoppage. The Company does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of the Company.
- 1.6 The Customer shall not assign or transfer its colocation space, either in whole or in part, or permit the use of any part of the premises by any other person or entity, without the written consent of the Company. Any purported assignment or transfer made without such consent may be deemed void by the Company at its option.
- 1.7 With the exception of day-to-day equipment additions or modifications within existing frames, the Customer shall not make installations, alterations, or additions in or to the colocation space without submitting plans or specifications to the Company and securing the prior written consent of the Company in each instance. Consent shall not be unreasonably withheld or unduly delayed for non-structural interior alterations to the colocation space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of the Customer.
- 1.8 The Company will provide an interconnection to the Company's Switched or Special Access services pursuant to the rates, terms, and conditions set forth in the Company's Price List and any applicable Company interstate and intrastate access tariffs.
- 1.9 Expanded Interconnection to switched access services is available only from Company central office(s) where suitable technical capability exists.
- 1.10 The Company reserves the right, on 30 days written notice by Certified U.S. Mail, to terminate the colocation arrangement in the event the Customer violates the terms of this Price List.

PHYSICAL COLOCATION

C. Rules and Regulations

1. Limitations on Service (continued)

- 1.11 The Company reserves the right, with 30 days notification to the Customer, to modify technical, administrative, or environmental procedures based on improvements suggested by Expanded Interconnection use. In the event the Customer requests reconsideration of the proposed modifications, the Company will work cooperatively with the Customer to determine if alternative modifications could be implemented.
- 1.12 Facilities and equipment provided by the Customer are subject to the terms, conditions, and rates specified in this Price List.
- 1.13 A Customer that fails to pay any of the charges associated with this Service is subject to the termination provisions set forth herein.
- 1.14 The provision of Service as set forth in this Price List does not constitute a joint undertaking of the Company and the Customer for the furnishing of any service.
- 1.15 The Company reserves the right to stop any service when the Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or as otherwise provided. The Company will make every reasonable effort to ensure that interruption to the Customer's service is avoided. When service interruption is unavoidable, the Company will provide immediate notification of such stoppage. The Company does not warrant that any service will be free from interruptions caused by labor controversies, accidents, inability to obtain fuel, water or supplies, governmental regulations, or other causes beyond the reasonable control of the Company.
- 1.16 When an existing Company provided high capacity service or an existing multiplexed high capacity service is reconfigured into a high capacity service or vice versa, or from one Company provided Colocation arrangement to another within the same Company premises, the hourly rates set forth in the Rate Schedule will apply for each service reconfigured.

PHYSICAL COLOCATION

C. Rules and Regulations

1. Limitations on Service (continued)

- 1.17 When two or more Customers elect to share colocation space within a Company premises with the prior approval of the Company, the applicable charges will be prorated between the Customers.
- 1.18 The Customer may elect to construct its own cross-connect facilities for the interconnection of equipment or facilities in its colocation space with equipment or facilities within another Customer's colocation space.
- 1.19 The Company will require Customer personnel to undergo the same level of security training, or its equivalent, that is required of the Company's own employees.
- 1.20 If any state or federal regulatory agency imposes procedures or intervals applicable to Customer and Company that are different from the procedures or intervals set forth herein, whether now in effect or that become effective after the effective date of this Price List or the executed Service Agreement, whichever is later, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications that are submitted for the first time after the effective date thereof.

PHYSICAL COLOCATION

C. Rules and Regulations

2. Liability

- 2.1 The Company is not responsible for the compatibility of services provided under this Price List when used in conjunction with Customer-provided transport facilities except to the extent that services and facilities provided by the Company shall comply with industry approved standards.
- 2.2 The Company is not required to purchase additional land or buildings, relinquish building space forecasted for Company use, or undertake the construction of new buildings or expansion of existing buildings in order to satisfy a Customer's request for Colocation. When undertaking the renovation of existing facilities, or the construction or lease of new facilities, the Company will take into account Customer demand in the same manner in which demand for other services is considered.
- 2.3 The Company shall not be responsible for changes in technical criteria or facilities, operations or procedures of the Company which might render Customer-provided facilities obsolete or require modification, alteration, or otherwise affect performance of such equipment or facilities, when such action is consistent with applicable laws, rules or regulations, or industry standards. The Company will make every reasonable effort to ensure that such changes do not adversely affect Customer-provided facilities. When changes affecting Customer-provided facilities are unavoidable, the Company will provide reasonable notification of such modification.
- 2.4 The Company is not liable for any act or omission of the Customer in the furnishing of services to the Customer's subscribers or affecting other users of the network or the public.
- 2.5 The Company is not liable for any omission or error in the application or other documents provided by the Customer relative to a request for Colocation and/or Expanded Interconnection, and has no responsibility to verify the accuracy of such information.
- 2.6 The Customer shall indemnify, defend, and hold the Company harmless against any claim of libel, slander or infringement of patents or copyrights arising from the improper use of equipment or information transmitted over its facilities.

PHYSICAL COLOCATION

C. Rules and Regulations

2. Liability (continued)

- 2.7 The Customer shall indemnify, defend, and hold the Company harmless against any and all liability including, but not limited to, damage to property, or death or injury to any person(s), directly or indirectly arising out of or caused, in whole or in part, by the Customer's acts or omissions or the acts or omissions of any party or individual acting on the Customer's behalf.
- 2.8 The Customer shall provide the Company with evidence of sufficient insurance to protect the Company against any claims for damages.
- 2.9 The provisions set forth in this Schedule apply in addition to any limits, liability, or indemnification set forth in the Company's applicable access tariffs.
- 2.10 The Company is not liable for any omission or error in the application or other documents provided by the Customer relative to a request for Expanded Interconnection, and has no responsibility to verify the accuracy of such information.
- 2.11 The Customer shall indemnify, defend, and hold the Company harmless against any claim of libel, slander or infringement of patents or copyrights arising from the improper use of equipment or information transmitted over its facilities.
- 2.12 The Company reserves the right, without liability, to stop any service when the Company deems such stoppage necessary by reason of accident or emergency, or for repairs, improvements or as otherwise provided.
- 2.13 The provisions set forth in this section apply in addition to any limits, liability, or indemnification provisions set forth in other sections of this Price List for colocation services and the Company's access tariffs for access services.

PHYSICAL COLOCATION

C. Rules and Regulations

3. Network Compatibility and Standards

- 3.1 The operating characteristics of customer transport facilities shall not interfere with any Company services and are subject to the provisions that said facilities do not:
1. Endanger the safety of Company employees, other Expanded Interconnection customers or the public;
 2. Damage or require change or alteration of Company equipment or facilities;
 3. Interfere with the proper functioning of Company equipment, facilities; or services, or;
 4. Impair the operation of the Company network or otherwise injure any party in its use of Company services.
- 3.2 The Company reserves the right, with or without notice, to disconnect any Customer's transport facilities that are in violation of the provisions in this Section.
- 3.3 The Customer is responsible for ensuring continued technical compatibility with the Company network. When changes in standards occur or differences exist between technical references, the Customer shall follow the more stringent standard.
- 3.4 The Company reserves the right, with or without notice, to disconnect any Customer's transport facilities which are in violation of the provisions of this Price List or the Company's access tariffs.
- 3.5 The Company may not refuse to permit colocation of equipment on the grounds that it does not meet performance, rather than safety, requirements. In addition, the Company may not impose safety requirements on Customers that are more stringent than the safety requirements it imposes on its own equipment that is located in its premises. If the Customer is denied colocation space for their equipment, citing safety standards, the Company must provide to the Customer, within five business days, a list of all equipment that the Company locates within the premises in question.

PHYSICAL COLOCATION

C. Rules and Regulations

4. Space Availability

The Company shall maintain a publicly available document, accessible via the Internet, indicating all Company premises in which no colocation space is available. This document will be updated within ten days of the date on which the colocation space in a Company premises is exhausted.

5. Colocation Space

5.1 Where local building codes require specifications more stringent than Company's, Customer and Customer's Company Certified Supplier must comply with the more stringent local building code requirements. Customer's Company Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction.

5.2 Company shall cooperate with Customer and provide, at Customer's expense, the documentation, including existing building architectural drawings, enclosure drawings, and Specifications required and necessary for Customer's Company Certified Supplier to obtain the zoning, permits and/or other licenses. Customer's Company Certified Supplier shall bill Customer directly for all work performed for Customer pursuant to this Schedule. Company shall have no liability for, nor responsibility to pay, such charges imposed by Customer's Company Certified Supplier. Where required, Customer must provide the local Company Central Office building contact with two Access Keys that will allow entry into the locked enclosure.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

- 5.3 The Customer shall provide to the Company a written application for the provision of physical colocation of fiber optic or other facilities. The application shall include complete details of the colocation and interconnection requested, including, but not limited to, specific floor space, power, and environmental conditioning requirements. Completed applications must be accompanied by the Application Fee set forth in the Rate Schedule following, and will be processed by the Company within 10 business days on a first-come, first-served basis. The Customer must begin use of the collocated space within two months of the date of the application, or other time period mutually agreed to by the Customer and the Company, or the space must be relinquished to the Company. The Company may extend the beginning of use beyond the two-month period upon a demonstration by the Customer that circumstances beyond the Customer's control prevented the two-month deadline from being met.
- 5.4 If colocation space is unavailable or a Customer withdraws its request, the Application Fee, less the costs incurred by the Company (e.g., engineering record search and administrative activities required to process the application), will be refunded.
- 5.5 In situations where colocation space and associated requirements are available, physical colocation will be provided by the Company within 45 days, subject to additional time for asbestos removal or extraordinary construction, as specified below:
- 1) The Company shall permit the Customer to occupy colocation space by single bay increments within the Company premises. Additional colocation space cannot be reserved by the Customer for future use.
 - 2) The Company will not permit the use of Roof Space for Colocation Services by the Customer.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

5.5 (continued)

- 3) The Company reserves the right to monitor the Customer's use of electricity to determine if the electricity provided is sufficient to support the Customer's colocation space. If the Company determines that the electricity provided to the Customer is insufficient to support the Customer's colocation space, the Company may require the installation of additional electrical circuits to provide the Customer with additional electricity. The Customer shall reimburse the Company for any expenses incurred in making such additional electrical circuits available to the Customer.
- 4) The Company shall furnish air conditioning and/or other environmental controls for the Customer's space in a manner consistent with those provided elsewhere in the building and that responds to the information provided in the Customer's application.
- 5) The Company will provide supplementary air conditioning units or other environmental control devices made necessary solely by the Customer's equipment or facilities, and the cost thereof shall be paid by the Customer to the Company.
- 6) If the Company determines that it is necessary to upgrade the air conditioning and/or other environmental control devices for the building in general, and such upgrade is made necessary by the presence of the Customer in the building generally, the cost of such air conditioning units or other environmental control devices shall be allocated between the Company and the Customers which benefit from the upgrades. Such allocation will be based on a ratio of the number of square feet occupied by each Customer to the total square feet of the Company premises space being upgraded.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

5.5 (continued)

- 7) With the exception of day-to-day equipment additions or modifications within existing frames, the Customer shall not make installations, alterations, or additions in or to the colocation space without submitting plans or specifications to the Company and securing the prior written consent of the Company in each instance. Consent shall not be unreasonably withheld or unduly delayed for non structural interior alterations to the colocation space that do not adversely affect the building's appearance, value, structural strength and mechanical integrity. Such work will be done at the sole expense of the Customer.
- 8) Connection with the Company's network may only be made through the interconnection point designated by the Company.
- 9) The Customer shall bring its fiber optic cable to a Company designated interconnection point and provide sufficient cable length, as mutually determined by the Company and the Customer, to extend the cable into the Company premises cable entrance(s).
- 10) The Customer shall provide fire retardant fiber optic riser cable of sufficient length, as jointly determined by the Company and the Customer, to extend from the cable entrance(s) to the designated colocation space.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

5.5 (continued)

- 11) The Customer shall extend the fiber optic cable from the designated interconnection point, into the Company premises and splice the cable to the Customer-provided fire retardant riser cable. The Customer shall provide a secure dedicated fire retardant splice enclosure and shall tag all facilities to indicate ownership. The Company shall extend the riser cable through the Company premises and deliver it to the Customer's colocation space. The Company shall be responsible for providing conduit and cable space with support structures at the hourly rates set forth in the Rate Schedule following.
- 12) The Company shall designate a point of connection (Cross-Connect) where its network connects with the Customer's transport facilities in the colocation space. The point of connection defines the physical demarcation between the Customer's transport facilities and the Company's network. The Customer is responsible for optical to electrical or speed conversions, multiplexing, or any other change required to connect the Customer's transport facilities to Company equipment and facilities at compatible interfaces, levels or speeds.
- 13) When the Customer orders a DS1 or higher electrical cross-connect for use with switched access services, the Customer must also order appropriate multiplexing.
- 14) The Company will permit the Customer to locate all equipment necessary for interconnection within the Customer's collocated space in the Company premises. This may include such equipment as DSLAMs, routers, ATM multiplexers and remote switching modules.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

- 5.6 The Company shall permit the Customer's authorized employees, agents and contractors to have access to the Customer's cable, associated equipment, and colocation space twenty-four hours a day, seven days a week, provided that the Customer's employees, agents, and contractors comply with Company policies and practices pertaining to work stoppages, fire, safety and security.
- 5.7 The Company reserves the right to inspect the Customer's completed installation of equipment and facilities, and to make subsequent and periodic inspections of the Customer's equipment and facilities occupying colocation space and associated entrance conduit and riser space. If the Customer is found to be in noncompliance with the terms and conditions set forth in this section, the Customer will be required to modify its installation to ensure compliance. The Company will notify the Customer in advance of such inspections, and the Customer shall have the right to be present at the time of inspection.
- 5.8 The Customer will provide the Company with access to the colocation space at all times to allow the Company to react to emergencies, provide services, and inspect for compliance with fire, safety, and health regulations or standards.
- 5.9 For all Customer work performed or installed in Company conduit systems, Company premises outside the colocation space, or other Company locations used by other parties, the Company reserves the right to:
- (a) Prohibit the placement of any and all equipment or facilities other than cable in Company owned or controlled areas.
 - (b) Designate the location of cable splices.
 - (c) Approve all installations.
 - (d) Require that the Customer, at its sole expense, obtain any necessary right-of-way or other permits.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

- 5.10 The Customer is subject to recurring and/or nonrecurring rates and charges for the use of Company owned or controlled space and facilities, and for installation work functions provided by the Company. The rates and charges associated with physical colocation are set forth in the Rate Schedule following. Nonrecurring charges for additional engineering and labor incurred by the Company will be calculated on a time and material basis.
- 5.11 At the Company's option, the Company may provide facilities or equipment including, but not limited to, conduit, riser supports and termination frames, in such a fashion that the facilities or equipment is shared or used in common with other parties. Requests by a Customer for dedicated or special arrangements may result in additional charges.
- 5.12 If mutually agreed to by the Company and the Customer, the Company will perform Customer installation and/or maintenance work functions for an additional fee. The Company will be responsible for all maintenance and related activities on the Company side of the space. Company provided mechanical or fusion splices and other installation functions will be performed using methods consistent with Company practices. The charges for installation work functions performed by the Company on behalf of the Customer will be calculated on a time and material basis.
- 5.13 In the event the Company determines that it is necessary for the Customer to move its collocated space within a Company premises or to another Company premises, the Customer is required to comply. The Company is responsible for the costs associated with the removal, transport and reinstallation of the Customer's equipment within the Company premises.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

- 5.14 Should the Customer request that its collocated space be moved within the Company premises or to another Company premises, the Company will permit the Customer to relocate its collocated space, subject to the availability of space and associated requirements. The Customer is solely responsible for the costs associated with the preparation of new collocated space at the new location and for the removal, transport and reinstallation of its equipment.
- 5.15 The Company and the Customer are each responsible for notifying the other of significant outages which could impact or degrade either party's network and services, and provide estimated clearing time for restoration. The Company and the Customer are responsible for testing, cooperatively if necessary, to identify and clear a trouble when the trouble has been sectionalized to the portion of the service each provides.
- 5.16 If trouble detected by or reported to the Company results in the Company dispatching its employees to the Customer's colocation space, and the trouble is not caused by Company equipment or facilities, the Customer will be so notified and will be liable for the hourly charges specified in the Rate Schedule.
- 5.17 The Customer and Company are each responsible for providing to the other a contact list of technical personnel accessible 24 hours a day, 7 days a week.
- 5.18 In the event that the Customer's use of its microwave or other wireless systems cause broadcast interference, the Company, at its sole discretion, shall have the right to cause the Customer to cease the operation of its system until such broadcast interference can be corrected. The Company shall incur no liability to the Customer or any other person as a result of ordering the Customer to cease using its system in accordance with the foregoing.

PHYSICAL COLOCATION

C. Rules and Regulations

5. Colocation Space (continued)

- 5.19 Upon disconnection of service, the Customer shall, at its expense, disconnect and remove all Customer facilities and equipment from the colocation space and from all other Company owned or controlled areas in the Company premises in which the Company has allowed the Customer to place facilities and equipment.
- 5.20 Company may terminate Customer's right to occupy the Colocation Space in the event that Customer fails to comply with any provision of this Agreement, including the payment of the applicable fees.

6. Equipment

- 6.1 Customer shall not request more DS0, DS1, DS3 and other available terminations for a colocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in an application, as well as equipment already placed in the colocation arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event Customer submits an application for terminations that will exceed the total capacity of the collocated equipment, Customer will be informed of the discrepancy by Company and required to submit a revision to the application.
- 6.2 Customer shall notify Company whenever Customer adds equipment to Customer's Colocation Space.
- 6.3 Customer shall not use the Colocation Space for marketing purposes, nor shall it place any identifying signs or markings outside the Colocation Space or on the grounds of the Premises.

PHYSICAL COLOCATION

C. Rules and Regulations

6. Equipment (continued)

6.4 Customer shall place a plaque or affix other identification (e.g., stenciling) to Customer's equipment, in order for Company to identify Customer's equipment, including a list of emergency contacts with telephone numbers.

6.5 Customer, or Customer's Company Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Customer which must be performed in compliance with all applicable Company specifications. Such equipment and facilities may include, but are not limited to, cable(s), equipment, and point of termination connections.

7. Demarcation Point

Company will designate the point(s) of demarcation between Customer's equipment and/or network and Company's network. The Company and the Customer will be responsible for the maintenance and operation of all equipment/facilities on its side of the demarcation point. The Company shall designate a demarcation point on a per arrangement basis. The Customer or its agent must perform all required maintenance to the equipment/facilities on its side of the demarcation point, and may self-provision cross-connects that may be required within the Colocation Space to activate service requests.

8. Access

Customer shall have access to its Colocation Space twenty-four (24) hours a day, seven (7) days a week. Customer agrees to provide written notice in a format acceptable to the Company, the name and social security number, date of birth, or driver's license number of each employee, supplier, or agent of Customer that will be provided with access keys or cards (Access Keys) prior to the issuance of said Access Keys. The notice must be signed by Customer and returned to Company before issuance of Access Keys. Access Keys may not be duplicated under any circumstances. Customer agrees to be responsible for all Access Keys and for the return of all Access Keys in the possession of Customer's employees, suppliers, or agents after termination of the employment

PHYSICAL COLOCATION

C. Rules and Regulations

8. Access (continued)

relationship, the contractual obligation with Customer ends, or upon the termination of occupancy of this colocation Agreement.

9. Lost or Stolen Access Keys

Customer shall notify Company in writing immediately in the case of lost or stolen Access Keys. If it becomes necessary for Company to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Customer shall pay for all reasonable costs associated with the re-keying or deactivating the card.

10. Interference or Impairment

10.1 Notwithstanding any other provisions of this Price List, Customer shall not use any product or service provided hereunder, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by Company or by any other entity or any person's use of its telecommunications services; 2) endangers or damages the equipment, facilities or any other property of Company or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If Company reasonably determines that any equipment or facilities of Customer violates the provisions of this paragraph, Company shall provide written notice to Customer, which shall direct Customer to cure the violation within forty-eight (48) hours of Customer's actual receipt of written notice.

10.2 If Customer fails to take curative action within forty-eight (48) hours or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of Company's or another entity's service, then and only in that event, Company may take such action as it deems appropriate to correct the violation, including, without limitation, the interruption of electrical power to Customer's equipment. Company will endeavor, but is not required, to provide notice

PHYSICAL COLOCATION

C. Rules and Regulations

10. Interference or Impairment (continued)

10.2 (continued)

to Customer prior to the taking of such action and Company shall have no liability to Customer for any damages arising from such action except to the extent that such action by Company constitutes willful misconduct.

10.3 For purposes of this Section, the term “significantly degrades” shall be defined as an action that noticeably impairs a service from a user’s perspective.

11. Personal Property and its Removal

Facilities and equipment placed by Customer in the Colocation Space shall not become a part of the Colocation Space, even if nailed, screwed or otherwise fastened to the Colocation Space, but shall retain their status as personal property and may be removed by Customer at any time. Any damage caused to the Colocation Space by Customer’s employees, suppliers, agents or representatives during the removal of such property shall be promptly repaired by Customer at its sole expense.

12. Alterations

Under no condition shall Customer or any person acting on behalf of Customer make any rearrangement, modification, augmentation, improvement, addition, and/or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Colocation Space or the Premises, hereinafter referred to individually or collectively as “Alterations”, without the express written consent of Company, which shall not be unreasonably withheld. The cost of any such Alteration shall be paid by Customer. Any such Alteration shall require an application and will result in the assessment of an application fee, which will be billed by Company on the date that Company provides Customer with a response.

PHYSICAL COLOCATION

C. Rules and Regulations

13. Janitorial Service

Customer shall be responsible for the general upkeep of its Colocation Space.

14. Waiting List

14.1 On a first-come, first-served basis, governed by the date of receipt of an Application or letter of intent, Company will maintain a waiting list of requesting carriers who have either received a denial of Application or, where it is publicly known that the Premises is out of space, have submitted a letter of intent to collocate in that Premises. Company will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available, according to the position of the telecommunications carriers on said waiting list.

14.2 When space becomes available, Customer must submit an updated, complete, and correct application to Company within thirty (30) calendar days of notification by Company that space will be available in the Premises previously out of space. Customer may accept an amount of space less than its originally requested space by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Customer does not submit an application or notify Company in writing as described above, Company will offer the space to the next telecommunications carrier on the waiting list and remove Customer from the waiting list. Upon request, Company will advise Customer as to its position on the waiting list.

15. Public Notification

Company will maintain on its website a notification document that will indicate all Premises that are without available space. Company shall update such document within ten (10) calendar days of the date that Company becomes aware that insufficient space is available to accommodate physical colocation. Company will also post a document on its website that contains a general notice when space has become available in a Premises previously on the space exhaust list.

PHYSICAL COLOCATION

C. Rules and Regulations

16. Use of Company Certified Supplier

Customer shall select a supplier which has been approved as a Company Certified Supplier to perform all engineering and installation work. Customer and Customer's Company Certified Supplier must follow and comply with all of Company's requirements. In some cases, Customer must select separate Company Certified Suppliers for those work activities associated with transmission equipment, switching equipment and power equipment. Company shall provide Customer with a list of Company Certified Suppliers, upon request. Company Certified Supplier(s) shall be responsible for installing Customer's equipment and associated components, extending power cabling to Company power distribution frame, performing operational tests after installation is complete, and notifying Company's equipment engineers and Customer upon successful completion of installation, etc. Company Certified Supplier shall bill Customer directly for all work performed for Customer pursuant to this Schedule. Company shall have no liability for, nor responsibility to pay, such charges imposed by Customer's Company Certified Supplier. All work performed by or for Customer shall conform to generally accepted industry standards.

17. Alarm and Monitoring

Customer shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Customer's Colocation Space. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.

18. Rates and Charges

18.1 Application Fee

Company shall assess an application fee for each Application received from the Customer.

18.2 Rack Space - Recurring Charges

Billing for Rack Space will commence on the date that colocation space is ready or, if Customer occupies the space prior to the space ready date, the date Customer occupies the space.

PHYSICAL COLOCATION

C. Rules and Regulations

18. Rates and Charges (continued)

18.3 Space Preparation and Construction

Space preparation and construction fees consist of hourly charges for preparing the Colocation Space, which includes survey, engineering, and construction of the Colocation Space, design and modification costs for network, building and support systems.

18.4 Labor Charges

Labor charges apply for all hourly work in additional to all other charges.

19. Insurance

19.1 Customer shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in Mississippi and having a Best's Insurance Rating of A- or higher.

19.2 Customer shall maintain the following specific coverage:

19.2.1 Commercial General Liability coverage in the amount of one million dollars (\$1,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00) or other amount required by the Company. Company shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

19.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

PHYSICAL COLOCATION

C. Rules and Regulations

19. Insurance (continued)

19.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Customer's real and personal property situated on or within Company's Central Office location(s).

19.2.4 Customer may elect to purchase business interruption and contingent business interruption insurance, having been advised that Company assumes no liability for loss of profit or revenues should an interruption of service occur.

19.3 The limits set forth in Section 9.2 above may be increased by Company from time to time during the term of this Agreement upon thirty (30) calendar days notice to Customer to at least such minimum limits as shall then be customary with respect to comparable occupancy of Company structures.

19.4 All policies purchased by Customer shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Company. All insurance must be in effect on or before the date equipment is delivered to Premises and shall remain in effect for the term of this Schedule or until all Customer's property has been removed from Company's Premises, whichever period is longer. If Customer fails to maintain required coverage, Company may pay the premiums thereon and seek reimbursement of same from Customer.

19.5 Customer shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Colocation Space. Failure to meet this interval may result in construction and equipment installation delays. Customer shall arrange for Company to receive thirty (30) business days' advance notice of cancellation from Customer's insurance Company. Customer shall forward a certificate of insurance and notice of cancellation/non-renewal to Company at the following address:

19.6 Customer must conform to recommendations made by Company's fire insurance Company to the extent Company has agreed to, or shall hereafter agree to, such recommendations.

PHYSICAL COLOCATION

C. Rules and Regulations

19. Insurance (continued)

19.7 Failure to comply with the provisions of this Section will result in termination of Service.

20. Mechanics Liens

If any mechanics lien or other liens shall be filed against property of either Party (Company or Customer), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

21. Inspections

Company may conduct an inspection of Customer's equipment and facilities in the Colocation Space(s) prior to the activation of facilities between Customer's equipment and equipment of Company. Company may conduct an inspection if Customer adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. Company shall provide Customer with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by Company.

22. Security and Safety Requirements

22.1 Customer will be required to administer to its personnel assigned to the Premises security training meeting criteria defined by Company.

PHYSICAL COLOCATION

C. Rules and Regulations

22. Security and Safety Requirements (continued)

- 22.2 Customer shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Colocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Customer's name. Company reserves the right to remove from its Premises any employee of Customer not possessing identification issued by Customer or who has violated any of Company's policies. Customer shall hold Company harmless for any damages resulting from such removal of its personnel from Company Premises. Customer shall be solely responsible for ensuring that any Guest(s) of Customer is in compliance with all subsections of this Section.
- 22.3 Customer shall not assign to the Premises any personnel with records of felony criminal convictions. Customer shall not assign to the Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising Company of the nature and gravity of the offense(s). Company reserves the right to refuse building access to any Customer personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Customer chooses not to advise Company of the nature and gravity of any misdemeanor conviction, Customer may, in the alternative, certify to Company that it shall not assign to the Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 22.4 Customer shall not knowingly assign to the Premises any individual who was a former employee whose employment with Company was terminated for a criminal offense whether or not Company sought prosecution of the individual for the criminal offense.
- 22.5 Customer shall not knowingly assign to the Premises any individual who was a former supplier of Company whose access to a Premises was revoked due to commission of a criminal offense whether or not Company sought prosecution of the individual for the criminal offense.

PHYSICAL COLOCATION

C. Rules and Regulations

22. Security and Safety Requirements (continued)

22.6 For each Customer employee or agent hired by Customer within five years of being considered for work on the Premises, who requires access to a Premises pursuant to this Schedule, Customer shall furnish Company, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certify that the employee completed the security training. If the employee's criminal history includes misdemeanor convictions, Customer will disclose the nature of the convictions to Company at that time. In the alternative, Customer may certify to Company that it shall not assign to the Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

22.7 For all other Customer employees requiring access to a Premises pursuant to this Schedule, Customer shall furnish Company, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 21.6 above and that security training was completed by the employee.

22.8 At Company's request, Customer shall promptly remove from Premises any employee of Customer Company does not wish to grant access to its Premises 1) pursuant to any investigation conducted by Company or 2) prior to the initiation of an investigation if an employee of Customer is found interfering with the property or personnel of Company or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by Company.

22.9 Security Violations

Company reserves the right to interview Customer's employees, agents, or suppliers in the event of wrongdoing in or around Company's property or involving Company's or another collocated telecommunications carrier's property or personnel, provided that Company shall provide reasonable notice to Customer's Security representative of such interview. Customer and its suppliers shall reasonably cooperate with

PHYSICAL COLOCATION

C. Rules and Regulations

22. Security and Safety Requirements (continued)

22.9 Security Violations (continued)

Company's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Customer's employees, agents, or suppliers. Additionally, Company reserves the right to bill Customer for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Customer's employees, agents, or suppliers are responsible for the alleged act. Company shall bill Customer for Company property, which is stolen or damaged where an investigation determines the culpability of Customer's employees, agents, or suppliers and where Customer agrees, in good faith, with the results of such investigation. Customer shall notify Company in writing immediately in the event that Customer discovers one of its employees already working on the Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from Company's Premises, any employee found to have violated the security and safety requirements of this Section. Customer shall hold Company harmless for any damages resulting from such removal of its personnel from Premises.

22.10 Accountability

Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

23. Use of Supplies

Unauthorized use of equipment, supplies or other property by the Customer or its representatives, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the Customer, as may be all associated investigative costs.

PHYSICAL COLOCATION

C. Rules and Regulations

24. Use of Official Lines

Except for non-toll calls necessary in the performance of their work, neither the Customer nor the Company shall use the telephones of the other on the Premises. Charges for unauthorized telephone calls may be charged to the offending entity, as may be all associated investigative costs.

25. Eminent Domain

If the whole of a Colocation Space shall be taken by any public authority under the power of eminent domain, then this Schedule shall terminate with respect to such Colocation Space as of the day possession shall be taken by such public authority and rent and other charges for the Colocation Space or adjacent arrangement shall be paid up to that day with proportionate refund by Company of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Colocation Space shall be taken under eminent domain, Company and Customer shall each have the right to terminate this Service with respect to such Colocation Space and declare the same null and void, by written notice of such intention to the other (Customer or Company as appropriate) within ten (10) calendar days after such taking.

26. Destruction of Colocation Space

26.1 In the event a Colocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Customer's permitted use hereunder, then either Customer or Company may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Colocation Space, and if either Customer or Company shall so elect, by giving the other written notice of termination, both Customer and Company shall stand released of and from further liability under the terms hereof.

PHYSICAL COLOCATION

C. Rules and Regulations

26. Destruction of Colocation Space (continued)

- 26.2 If the Colocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Customer's permitted use, or is damaged and the option to terminate is not exercised by either Customer or Company, Company covenants and agrees to proceed promptly without expense to Customer, except for improvements not to the property of Company, to repair the damage. Company shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of Company, which causes shall not be construed as limiting factors, but as exemplary only.
- 26.3 Customer may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a Company Certified Supplier is used and the necessary space preparation has been completed. If Customer's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Customer. Where allowed and where practical, Customer may erect a temporary facility while Company rebuilds or makes repairs.
- 26.4 In all cases where the Colocation Space shall be rebuilt or repaired, Customer shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Colocation Space for Customer's permitted use, until such Colocation Space is fully repaired and restored and Customer's equipment installed therein (but in no event later than thirty (30) calendar days after the Colocation Space is fully repaired and restored).

PHYSICAL COLOCATION

C. Rules and Regulations

27. Hazardous Materials

27.1 Any hazardous materials brought into, used, stored or abandoned at the Premises by Customer are owned by Customer. Customer will indemnify Company for claims, lawsuits or damages to persons or property caused by these materials. Without prior written Company approval, no substantial new safety or environmental hazards can be created by Customer or different hazardous materials used by Customer at Premises. Customer must demonstrate adequate emergency response capabilities for its materials used or remaining at the Premises.

27.2 When contamination is discovered at a Premises, either Customer or Company discovering the condition must notify the other. All Spills or Releases of regulated materials will immediately be reported by Customer to Company.

28. Nonexclusivity

Customer understands that service provided under this Price List is not exclusive and is available to other Customers. Assignment of space pursuant to all such this Price List shall be determined by space availability and made on a first come, first served basis.

PHYSICAL COLOCATION

RATE SCHEDULE

	<u>Charges</u>
(1) Set-Up Charge - Per Installation Per Premises Location	\$2500.00
(2) Rack Space, per month Includes Dual-Feed Fused 30-AMP DC Power	\$1000.00
(3) Additional AMPS/per AMP, per month Includes Dual-Feed Fused 30-AMP DC Power	\$10