



COLOCATION SERVICES

1. DESCRIPTION. PAETEC grants Customer a license to occupy, access, and locate certain equipment and cabling ("Customer Equipment") for the purpose of interconnecting the Customer Equipment with the PAETEC network within a portion of certain premises ("Space") that are currently owned or leased by PAETEC and described in Customer's Colocation Service Order ("Premises"). In the event that Customer's Colocation Service Order covers multiple Premises, all applicable portions of such Premises shall be referred to herein collectively as "Space." The current technical specifications of PAETEC are set forth in Exhibit A attached hereto and incorporated herein. Such technical specifications may be amended by PAETEC from time to time. Customer shall initiate a request for Colocation Service by completing the PAETEC Colocation Service Request Form. No work related to Colocation Service shall commence until Customer has executed, and PAETEC has accepted, the Agreement, which includes this service description and all relevant Colocation Service Order(s).

Customer shall utilize the Space only for interconnection of the Customer Equipment with the network services of PAETEC. If Customer interconnects, or attempts to interconnect, the Customer Equipment with equipment or services of any entity other than PAETEC, without obtaining the prior written consent of PAETEC (which consent shall be granted or withheld at the sole discretion of PAETEC), then Customer shall be in material breach of the Agreement, and PAETEC may pursue any legal or equitable remedy, including, but not limited to, the immediate termination of the license granted in this service description. All cross-connections relevant to interconnecting the Customer Equipment with PAETEC, or with any other party for which PAETEC gives explicit written permission, shall be established under the control, direction, and supervision of PAETEC.

2. BILLING AND SERVICES TERM. Billing for Colocation Services will start when recurring charges for Colocation shall be payable one month in advance commencing on the Effective Date of the Colocation Service Term and on the first day of each calendar month thereafter during the Colocation Service Term. Recurring charges for partial months shall be prorated. The Colocation Service Term shall commence upon the Effective Date and shall continue for the duration specified in the relevant Colocation Service Order. In order to establish a Colocation Effective Date, PAETEC shall contact Customer within five business days of its receipt of the Colocation Service Order to provide an estimated Effective Date. PAETEC shall use commercially reasonable efforts to install each Colocation Service on or before this estimated Effective Date. Customer shall be obligated to pay the monthly recurring charge and any Installation Fees and Build-Out Fees upon the Effective Date, regardless of whether Customer's interexchange service is ready for use.

- a) Failure to provide Access. If PAETEC fails to provide physical access to the Premises, and if such failure delays installation of Customer's equipment at such Premises, the Effective Date shall be delayed until the earlier of the date PAETEC provides such physical access or the date Customer's equipment is installed.
- b) Failure to provide power. If PAETEC fails to provide power as required for the Colocation Services, the Effective Date shall be delayed until PAETEC provides such power, unless such failure is due to Customer's failure to properly and timely provide information to PAETEC in Customer's Colocation Services Order, in which case the Effective Date shall not be extended.
- c) Failure of Third Party Entrance Facility to provide service. If a third party fails to provide service to the Customer's ordered racks by the Effective Date, whether ordered by Customer or by PAETEC on Customer's behalf, the Effective Date shall not be delayed. Except as otherwise set forth herein, once the Effective Date has passed, Customer must pay for the Colocation Services through the end of the Colocation Service Term specified on the Colocation Service Order, regardless of whether Customer is actually using the Colocation Service throughout the duration of such Term.

Following the expiration of the Colocation Service Term and failure of the parties to enter into any agreement for extension thereof, the Agreement, including this service description and Customer's license to occupy the Space, shall continue in effect on a month-to-month basis upon the same terms and conditions specified herein, unless terminated by either Customer or PAETEC upon 30 days prior written notice to the other party. Notwithstanding the foregoing, Customer's license to occupy the Space shall, at all times, be contingent upon the election by PAETEC to continue to own or lease the Premises in which the Space is located, such election to be at the sole discretion of PAETEC.

3. SERVICES PRICING AND FEES.

- (a) Service Fees. Service Fees are to be invoiced to Customer on a monthly basis for Colocation Service rendered, including, but not limited to, the Space (rack, cabinet or caged floor space) and power (based on Customer's requirements as set forth in the Colocation Service Order).

- (b) Installation Fees. The Installation Fees are those one-time charges applicable to the initial installation of Colocation Service (including, without limitation, installation of racks, cabinets, floor cages and power).
- (c) Build-Out Fees. Build-Out Fees are those one-time charges applicable to individual Colocation Services that are outside the standard Colocation Service offering. Build-Out Fees are payable in full by Customer to PAETEC upon execution of a Colocation Service Order, and no work will be performed by PAETEC or Customer to build out the Space prior to the completion and execution of all necessary paperwork and receipt by PAETEC of all applicable Build-Out Fees. Build-Out Fees are non-refundable in the event Customer changes or cancels the Colocation Service.
- (d) Escort Service and Access Fees. The fees and requirements for Escort Service and Access vary depending upon the Premises in which the Space is located and will consist of hourly charges for PAETEC escort services, if required, and one-time charges for Customer's security access cards and/or keys, including charges for lost or stolen cards or keys. Customer will initiate Escort Services by contacting PAETEC Customer Care Group. Customer will be responsible for identifying the location requiring access. PAETEC Customer Care will open a Trouble Ticket and refer the work request to PAETEC Central Dispatch. PAETEC Central Dispatch will coordinate with the applicable site/on-call technician in accordance with work hour procedures in place at the time of referral. Upon arrival on site, the PAETEC technician will call Customer's contact number and will stand by for instructions. The PAETEC technician will continue to work with Customer until it is reasonably necessary to complete the job and/or until released by Customer. The Central Dispatch Group will provide closure to Customer upon completion.
- (e) Ancillary Charges. Any ancillary charges related to changes to Colocation Service delivery are set forth in the applicable Pricing Addendum or Rate Schedule.
- (f) Hands and Eyes Services. From time to time, PAETEC shall perform Hands and Eyes Services relative to the Customer Equipment within Customer's Space on behalf of, and at the request and direction of the Customer. Hands and Eyes Services, the terms and conditions, of which are set forth in Exhibit B attached hereto and incorporated herein, include support of both the installation of new equipment and services, as well as the maintenance of existing equipment and services.

4. SERVICE LEVEL COMMITMENTS. Colocation Services are backed by the following service level agreement ("SLA") guarantees. These SLA guarantees only apply to Colocation Services (i.e., leased space and power) and related IP services purchased from PAETEC. This SLA shall not apply in any situations where delays or outages are caused or exacerbated by conditions beyond the reasonable control of PAETEC, including, without limitation, power surges or outages; Customer or third-party acts or omissions; denied access; failure of Customer's Equipment, facilities or applications; failure of local loops; or force majeure. All maintenance related outages or delays performed during the Maintenance Window and any other scheduled maintenance performed outside the Maintenance Window will be excluded from any measurement period.

- (a) Colocation Service Installation and Delivery. Upon its acceptance of Customer's Colocation Service order, and if the Colocation Service is available in Customer's requested facility, PAETEC shall inform Customer of the estimated date for the delivery of such Colocation Service. PAETEC shall use reasonable efforts to install each Colocation Service on or before the estimated date of Colocation Service delivery, but the inability of PAETEC to deliver Colocation Service by such date shall not constitute a default under this Colocation Services Schedule or the Agreement.

In the event PAETEC fails to tender possession of the Space to Customer by the estimated date of Colocation Service delivery, Customer shall not be obligated to pay the Service Fee or Installation Fee until such time as PAETEC tenders possession of the Space to Customer. PAETEC shall not be liable to Customer in any way as a result of such delay or failure to deliver the Colocation Services or tender possession of the Space.

- (b) Power Availability. The AC or DC power provided to your Colocation Space will be available not less than 99.9% of the time within any given calendar month. To determine compliance with this provision, "Power Unavailability" shall be calculated as the number of full minutes, for each calendar month, that power was unavailable to your Colocation Space. PAETEC will assess power Unavailability for purposes of this provision only if you open a trouble ticket with Customer Care within thirty calendar days of the power outage. For each cumulative hour of Power Unavailability in any calendar month, your sole remedy shall be to request the issuance of a PAETEC credit to Customer's account in the amount of one day (prorated, based on a 30-day month) of the PAETEC monthly recurring charge for Colocation Service hereunder.

5. SLA CREDITS. Total credits under the Service Level Agreement ("SLA") are limited to, unless otherwise required by law, the monthly recurring charge for the affected service for the month in which the service does not meet the service level commitments. The service credits provided under SLAs are Customer's sole remedy unless otherwise required by law when PAETEC fails to meet a SLA. Customer must make a Performance Claim in writing no more than 14 days after the end of the outage event for which Customer claims that PAETEC failed to meet an SLA, or Customer waives its right to make a Performance Claim for that period. For

purposes of the SLA, a "Performance Claim" is a written notice sent to the designated representative of PAETEC advising of the perceived violation of the SLA. Only one SLA parameter violation may be claimed per event. Customer must be in good standing with PAETEC with regard to account receivables in order to submit a performance claim.

6. SERVICE SPECIFIC PROVISIONS.

(a) Insurance. Customer, at its sole cost and expense, will carry or cause to be carried and maintained in force throughout the entire Colocation Service Term insurance coverage as described in this section, with insurance companies reasonably acceptable to PAETEC. The limits set forth below are minimum limits and will not be construed to limit Customer's liability to PAETEC or any third parties.

- Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Customer is required by such laws to maintain such insurance, and Employer's Liability with limits of not less than \$500,000 each accident. If work is to be performed in Nevada, North Dakota, Ohio, Washington, Wyoming or West Virginia, Customer will participate in the appropriate state fund(s) to cover all eligible employees and provide a stopgap endorsement.
- Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of not less than \$1,000,000 each occurrence, and annual aggregates of not less than \$1,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted. In each of the above-described policies, Customer agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against PAETEC its parent, subsidiaries, or affiliated companies.

Under the policies described in this section, PAETEC, its parent, subsidiaries and affiliated companies will be named as additional insured in connection with Customer's operations and the Agreement, including, without limitation, this service description. Any costs associated with naming these additional insureds will be the responsibility of Customer. The policies described in this section will include the following "other insurance" amendment: "This insurance is primary insurance with respect to PAETEC, its parent, subsidiaries and affiliated companies, and any other insurance maintained by PAETEC, its parent, subsidiaries or affiliated companies is excess and not contributory with this insurance." Non-renewal or cancellation of policies described above will be effective only after written notice is received by PAETEC from the insurance company not less than thirty days in advance of any such non-renewal or cancellation. Prior to the commencement of the Colocation Service hereunder, Customer will deliver to PAETEC certificates of insurance evidencing the existence of the insurance coverage required above. In the event of a loss or claim arising out of or in connection with the work performed under the Agreement, including, without limitation, this service description, Customer agrees, upon request of PAETEC, to submit the original or a certified copy of its insurance policies for inspection by PAETEC.

PAETEC will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Customer, or its employees, servants, contractors or subcontractors, invitees or agents. If Customer utilizes PAETEC-pre-approved contractor(s) or subcontractor(s) per this service description, then Customer shall require such contractor(s) and subcontractor(s) to comply with these insurance requirements and supply certificates of insurance to PAETEC before any work commences. It is hereby agreed that the insurance requirements of this section shall be the insurance requirements under this service description unless more stringent requirements are made by the Landlord pursuant to the lease relevant to the Premises in question, in which event Customer hereby agrees to comply with the Landlord's requirements under the lease, as the lease may be modified from time to time.

(b) Change of Colocation Services. For changes in the Colocation Service delivery date or cancellation of Colocation Service hereunder, Customer shall be responsible for payment to PAETEC of: (i) the applicable change or cancellation fee(s) set forth in the applicable Pricing Addendum or Rate Schedule or as otherwise set forth in the Agreement; and (ii) all reasonable and actual out-of-pocket expenses of PAETEC incurred in connection with the change of Customer's Colocation Service Order or cancellation thereof; and (ii) any charges assessed to PAETEC by third-party providers as a result of the change of Customer's Colocation Service Order or cancellation thereof. Any Build-Out Fees already paid to PAETEC shall not be refunded to Customer in the event of change or cancellation of the Colocation Service.

(c) NO WARRANTIES. COLOCATION SPACE IS HEREBY ACCEPTED "AS IS" BY CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT PAETEC HAS MADE NO REPRESENTATION AS TO THE FITNESS OF THE SPACE FOR CUSTOMER'S INTENDED PURPOSE.

(d) Improvements to Space and Equipment Removal.

(i) Improvements to Space. In the event Customer desires to make improvements to the Space, Customer shall submit to PAETEC a request for approval of such improvements, including, without limitation, detailed plans and specifications for such improvements to be performed in the Space. No construction or other improvement to the Space may commence until PAETEC has given its written approval, which approval may be granted or withheld in the sole discretion of PAETEC. Customer agrees that its use of the Space, or any pre-approved improvements thereto, shall not interfere with the use by PAETEC of its Premises or other tenants' or customers' use of their premises in the building in which the Premises are located. PAETEC reserves the right to perform and/or supervise, at Customer's sole cost and expense, any Customer-requested construction or other improvements within the Premises, including the Space. Customer shall not employ any contractor to perform any PAETEC-approved improvements unless the use of such contractor has received the prior written approval of PAETEC (and prior written approval of the Landlord, if required by the Premises lease), for each such pre-approved improvement. Any approval of improvements, contractors or subcontractors by PAETEC hereunder shall not constitute an endorsement of such improvements, contractors or subcontractors. Customer and each contractor and subcontractor completing any pre-approved improvements to the Space shall warrant that such work shall be free from all mechanic's and/or material man's liens and free from any and all defects in workmanship and materials for the period of time which customarily applies in good contracting practice, but in no event for less than one year after the acceptance of the work by Customer and PAETEC. The aforesaid warranties of each such contractor and subcontractor and Customer shall include the obligation promptly to repair or replace in a thoroughly first-class and workmanlike manner all defects in workmanship and materials without any additional charge. All pre-approved improvements shall be contained in the contracts and subcontracts for performance of Customer's work and shall be written so that they inure to the benefit of PAETEC and Customer as their respective interests may appear. Such warranties shall be so written that they can be directly enforced by either Customer or PAETEC, and Customer shall give to PAETEC any assignment or other assurance to effectuate the same.

It shall be Customer's responsibility to cause each of Customer's contractors and subcontractors to maintain continuous protection of the Premises, including without limitation, any portion of the Premises adjacent to the Space, in such manner as to prevent any personal injury or death or damage to property by reason of the performance of Customer's work.

All of Customer's work shall be coordinated with all work being performed or to be performed by PAETEC and other tenants of the building in which the Premises are located. The contractor or subcontractor shall not at any time damage, injure, interfere with or delay the completion of any other construction within the Premises; and they shall comply with all procedures, rules and regulations prescribed by PAETEC and the Landlord of the Premises for integration of Customer's work with the work to be performed in connection with the construction of the building, and all other construction within the building which comprises or contains the Premises.

(ii) Equipment Removal. With the exception of the Customer Equipment, all fixtures, alterations, additions, repairs, improvements and/or appurtenances attached to or built into, on or about the Space prior to or during the Colocation Service Term, whether by PAETEC at its expense or at the expense of Customer, or by Customer at its expense or by previous occupants of the Space, shall be and remain part of the Space and shall not be removed by Customer at the end of the Colocation Service Term. Upon termination or expiration of the Colocation Service Term, PAETEC shall allow Customer thirty days from the date of such termination or expiration, at Customer's sole cost and expense, to remove all Customer Equipment, which shall be defined as rectifiers/chargers, batteries, AC power conditioning equipment, telecommunication switching equipment and channel banks installed by Customer, provided that the Space is restored by Customer to its condition before the installation of such items and that all such work (including restoration) is performed in accordance with the other provisions of the Agreement, including this service description. If Customer shall fail to complete such removal and restoration within the aforesaid 30 day time period, all Customer Equipment remaining within the Space or at the Premises may, at the option of PAETEC, become the sole property of PAETEC, and PAETEC may dispose of such Customer Equipment as it deems appropriate. Customer shall continue to pay the Service Fee specified in the relevant Colocation Service Order until the earlier of: (i) Customer's removal of Customer Equipment and completion of such restoration or (ii) the taking possession by PAETEC of such Customer Equipment as set forth above.

Customer and its pre-approved contractors and subcontracts represent and warrant that all improvements or other work affecting the Space shall be in compliance with all laws, ordinances, rules, regulations, orders and directives of governmental and quasi-governmental bodies and authorities having jurisdiction over the Premises and the Space from time to time, and Customer shall obtain and keep in effect all licenses, permits and other authorizations required with respect to the business and construction conducted by Customer within the Space. Any PAETEC pre-approval of improvements to the Space shall not operate to relieve Customer, or its contractors or subcontractors, of any liability for breach of its representations and warranties hereunder.

Customer agrees to reimburse PAETEC for all reasonable repair or restoration costs associated with damage or destruction to the Premises, the Space, or property of PAETEC or third parties caused by Customer, its employees, agents, contractors, subcontractors, vendors, suppliers or other invitees, whether or not PAETEC has authorized such parties.

- (e) Use of Space Solely by Customer. Customer acknowledges that it has been granted only a license to utilize the Space solely for the purpose of interconnection of the Customer Equipment with the network services of PAETEC and that it has not been granted any real property interests in the Space. Customer further agrees that, unless the parties agree otherwise in writing, neither the Agreement, including this service description, nor any interest created herein, shall be resold, assigned, mortgaged, subleased, encumbered or otherwise transferred, and that neither the Space nor any part thereof shall be encumbered in any manner by reason of any act or omission on the part of Customer. Customer further agrees that the Space or any part thereof shall not be accessed, used or occupied, or permitted to be accessed, used or occupied, by anyone other than Customer. Any attempt to allow the access, use or occupation of the Space by anyone other than Customer, or to assign, mortgage, sublease or encumber any rights under this service description by Customer shall, unless agreed otherwise in advance and in writing by PAETEC, be void, and in such event, PAETEC shall have the right to terminate the Agreement, including, without limitation, this service description as to any or all Space occupied by Customer. The consent by PAETEC to any access, use or occupation of the Space by any party other than Customer shall be at its sole discretion.
- (f) Relocation. Upon 60 days prior written notice, or in the event of an emergency upon reasonable notice, PAETEC shall have the right to require Customer to relocate the Customer Equipment, at Customer's expense, to space, which will afford Customer reasonably comparable environmental conditions for the Customer Equipment and reasonably comparable accessibility to the Customer Equipment. You will have thirty days from the date of notification by PAETEC to decide whether to relocate all affected Colocation services. If you decide not to relocate and provide written notice to PAETEC within 30 days, you may terminate the affected Colocation services without any penalty. PAETEC and Customer agree to work together in good faith to minimize any disruption to the Services as a result of such relocation. If Customer chooses to vacate, PAETEC shall have the right to purchase any related Colocation cabinets at fair market value.
- (g) Eminent Domain. In the event of a taking by eminent domain (or a conveyance by any Landlord of all or any portion of the Premises to an entity having the power of eminent domain after receipt of actual notice of the threat of such taking) of all or any portion of the Premises so as to prevent, in the sole discretion of PAETEC, the utilization by Customer of the Space in the Premises, all relevant Colocation Service Order(s) shall terminate as of the date of such taking or conveyance with respect to the Space which is affected by such taking or conveyance and the Service Fee paid or to be paid by Customer shall be reduced accordingly. Customer shall have no claim against PAETEC for the value of the unexpired Colocation Service Term affected thereby (or any portion thereof) or any claim or right to any portion of the amount that might be awarded to the Landlord of the Premises or PAETEC as a result of any such payment for condemnation or damages. Nothing contained in this section shall prohibit Customer from seeking any relief or remedy against the condemning authority in the event of an Eminent Domain proceeding or condemnation that affects the Space.
- (h) Damage to Premises. If the building in which the Premises are located is damaged by fire or other casualty, PAETEC shall give notice to Customer of such damage as quickly as reasonably practicable under the circumstances. If a Landlord or PAETEC exercises an option to terminate a particular lease due to damage or destruction of the Premises subject to such lease, or if PAETEC decides not to rebuild such building or portion thereof in which the Space is located, relevant Colocation Service Order(s) shall terminate as of the date of such exercise or decision as to the affected Space and the Service Fee paid by Customer shall be modified accordingly. If neither the Landlord of the affected Premises nor PAETEC exercises the right to terminate, PAETEC shall use its reasonable efforts to repair the particular Space to substantially the same condition it was in prior to the damage, completing the same with reasonable speed. In the event that PAETEC shall fail to complete the repair within a reasonable time period, Customer shall thereupon have the option to terminate relevant Colocation Service Order(s) with respect to the affected Space, which option shall be the sole remedy available to Customer against PAETEC under the Agreement, including this service description relating to such failure. If the Space or any portion thereof shall be rendered wholly unusable by reason of such damage as determined by PAETEC, the Service Fee for such Space shall proportionately abate, based on the amount of square footage which is rendered unusable, for the period from the date of such damage to the date when such damage shall have been repaired for the portion of the Space rendered unusable.
- (i) Conduct in Space & Premises. Customer shall, at all times, maintain the Space in an orderly condition and shall be responsible for the removal and appropriate disposal of all trash and other debris from the Space. Further, Customer shall maintain the Space in a safe condition, including, without limitation, not storing or using (or permitting others to store or use) any combustible materials and/or materials deemed "hazardous" under applicable federal, state or local laws or regulations. Customer shall, at all times, abide by the rules and regulations governing the Space and the Premises, including, without limitation, the Landlord's regulations and such PAETEC rules and regulations as are set forth herein and in the PAETEC Installation Manual and Site Access Procedures, as such rules and regulations are amended by PAETEC from time to time, in its sole discretion. All rules and regulations described in the preceding sentence are fully incorporated herein by reference. Furthermore, Customer represents and warrants, and shall insure, that its pre-approved contractors, subcontractors and other authorized invitees abide by all such rules and regulations and Customer's

obligations under the Agreement, including, without limitation, this service description. Customer shall indemnify and hold harmless PAETEC and its affiliated companies as well as their respective officers, directors, employees, servants, agents and invitees from and against any and all claims, costs, expenses or liability (including reasonable attorneys' fees and costs of appeal) arising out of Customer's use of the Space or Customer's operation of the Customer Equipment in the Space.

Customer shall be liable to PAETEC for damage to property and death or injury to persons if such damage, loss or injury is caused by the negligent acts or omissions or willful misconduct of Customer, its employees, officers, directors, servants, agents, affiliates, contractors, subcontractors or invitees, or by the malfunction of any Customer Equipment.

(j) Default. In addition to the remedies available to PAETEC under the Agreement, including, without limitation, this service description and all other remedies available at law or in equity, if Customer fails to perform, or otherwise breaches, its obligations hereunder (including, without limitation, failing to pay for the Colocation Services) and Customer fails to remedy such breach within 5 days after receipt of written notice thereof, PAETEC shall have the right, immediately and without further notice, to discontinue performance hereunder and terminate the Agreement, including this service description. Any failure of PAETEC to exercise its rights shall not constitute, or be construed by Customer as being, a waiver of any past, present or future right or remedy. If Customer commits an act of default with respect to the purchase of telecommunications services from PAETEC, which would entitle PAETEC under its separate tariffs and agreements, to terminate its services to Customer, then PAETEC shall be entitled to terminate the Agreement, including this service description.

(k) Subordination. Customer hereby agrees that this service description and the Agreement shall be subject and subordinate to any mortgage, trust deed or deed of trust or lease that has heretofore been or may hereafter be placed upon the Premises wherein the Space is located, or any part thereof. Any license granted hereunder shall not be granted in contravention of any mortgage, trust deed or deed of trust or lease pursuant to the underlying lease or the same shall be voidable by PAETEC.

(l) PAETEC to be Preferred Vendor. The parties hereto agree that PAETEC shall be deemed the preferred vendor of voice and data telecommunications services to Customer at the site of the Colocation. This means that Customer is required, unless the parties agree otherwise in writing, to purchase its voice and data telecommunications services for use at the Colocation site from PAETEC if the rate offered is competitive with the rates for comparable services provided by other carriers. If Customer challenges the competitiveness of the rate offered by PAETEC, and Customer has a written quote from another carrier for telecommunications services at a rate below the rate of PAETEC, then Customer shall deliver a copy of that written quote to PAETEC. PAETEC shall then have 5 business days to match that offer. If PAETEC chooses not to match the offer, then Customer shall be free to purchase those telecommunications services from any other provider.

(i) Local Access Service Description ("Local Access Service"). Unless PAETEC chooses not to match a competitive offer, as provided above, or unless the parties agree otherwise in writing, PAETEC shall obtain Local Access Services for Customer, which are defined as the telecommunications facilities connecting a Customer-designated termination point to a PAETEC Point of Presence ("POP"). Customer shall request all Local Access Services in writing to PAETEC. Customer shall be responsible for all charges, including, without limitation, monthly charges, usage charges, installation charges, non-recurring charges, or applicable termination/cancellation liabilities as set forth in the Agreement and this service description.

(ii) Coordination. In obtaining Local Access Services, PAETEC shall be responsible for the provisioning and the initial testing of an interconnection between the interexchange Service set forth in a Service Order and the Local Access Services. PAETEC will coordinate the installation of the Local Access Services with the interexchange Service being provided by PAETEC. Notwithstanding the foregoing, nothing contained in this service description shall be deemed to limit or otherwise affect the Limitation of Liability provision or the Force Majeure provision of the Agreement.

(iii) Customer Obtained Local Access. If PAETEC chooses not to match a competitive offer, as provided above, or if the parties agree otherwise in writing, then Customer may order its own local access services. In such event, Customer shall be billed directly by the provider of such services; McLeodUSA shall not be responsible for the payment or billing of any such charges. If Customer orders its own local access services, Customer shall be responsible for ensuring that such services are turned up at the same time as the Services being provided by PAETEC. In the event the Customer-ordered local access services are not ready at the same time as the Services being provided by PAETEC, PAETEC shall nevertheless have the right to begin billing Customer for such Services as of the Effective Date, and Customer shall be liable for payment for such Services as of such date. In sites where PAETEC owns entrance facilities, Customer must obtain a Letter of Agency from PAETEC and will be charged applicable entrance facility charges as quoted.

(m) Maintenance. In the event that routine maintenance is required, PAETEC shall perform any such routine maintenance that will affect Customer traffic during the period from 12:00 a.m. CST to 6:00 a.m. CST (the "Maintenance Window") after making reasonable efforts to notify Customer's Primary Contact approximately 72 hours before commencing such work. Notwithstanding the foregoing, PAETEC may perform emergency maintenance at any time, but where reasonable, PAETEC will attempt to minimize the

impact on Customer traffic; PAETEC shall determine the timing and scope of all emergency maintenance actions. Any PAETEC liability resulting from an unscheduled Service interruption will be determined in accordance with the governing Agreement.

Exhibit A
TECHNICAL SPECIFICATIONS FOR COLOCATION SERVICE
PAETEC Standards, Descriptions & Tasks

DC Power

- Backup electrical power, including batteries and shared use of an emergency generator to the extent such generator exists and is maintained to support the Premises.
- DC power adequate for Customer's consumption equated to power specified in applicable Colocation Service Order.
- Nominal 50 +/- 6V DC battery and charger provided by PAETEC.

AC Power

- AC power is provided if available and requested by Customer. All AC power is provided in predetermined increments based on requested site. All breakers are 80% rated, thus requiring Customer to request breaker sized 25% larger than expected usage.

Environmentals

- Most sites contain some form of Fire Suppression. The common types of protection include: Preaction dry pipe sprinkler system and FM200. PAETEC monitors fire detection systems.
- Lighting. General site illumination will be provided. Specific tasks may require customer provided task lighting.
- Ground Bus and cable interconnect.
- PAETEC will supply grounding conductor between the bus bar and the Customer Equipment.
- Overhead cable ladder or Raised Floor.
- Interconnect signal and power cabling between PAETEC and Customer.

PAETEC will maintain ambient temperature between 60-80°F with an objective of 20-65% humidity. Temperature set point is 72°F with a 2°F variation. Humidity set point is 50% with a 5% variation.

- General and administrative services directly relating to the provision of the above listed Colocation Services.

Maintenance

- PAETEC will conduct routine scheduled maintenance of its Colocation sites and network.

PAETEC may perform emergency maintenance at any time in the event of a mission-critical maintenance situation. Customer acknowledges and agrees that during scheduled and emergency maintenance periods, Customer Equipment may be unable to transmit and receive data, and Customer may be unable to access the Customer Equipment. Customer agrees to cooperate with PAETEC during all scheduled and emergency maintenance periods.

Exhibit B
HANDS AND EYES SERVICES

Scope

Hands and Eyes Services may include the following:

- Reseating cables.
- Reporting the status of LED indicators.
- Rebooting equipment.
- Installing new cables as requested by Customer. (Customer will furnish all material and/or applicable billing procedures put in place for PAETEC to bill Customer for all material.)
- Periodic testing between Customer and PAETEC to confirm compliance within the parameters established when the service commenced.
- Grooming or re-grooming of T-1's, PRI's or any other special circuits, which services will be charged at the rates defined in the rate section.

Customer shall be responsible for any training associated with supporting the Customer Equipment, including the cost of the training, travel, and hourly labor rate. Customer shall also be responsible for providing detailed installation documentation (Pac's) for each project; that documentation must be site-specific and outline all of the work requested by Customer.

Notification

Customer will initiate Hands and Eyes Services for support by contacting PAETEC Customer Care. Customer will be responsible for identifying the type of trouble and the location requiring support. PAETEC Customer Care will open a Trouble Ticket and refer the work request to PAETEC Central Dispatch. PAETEC Central Dispatch will coordinate with the applicable site/on-call technician in accordance with work hour procedures in place at the time of referral. Upon arrival on site, the PAETEC technician will call Customer's contact number and will stand by for instructions. The PAETEC technician will continue to work with Customer until it is reasonably necessary to complete the job and/or until released by Customer. The Central Dispatch Group will provide closure to Customer upon completion. All "Call Outs" will be in accordance with the PAETEC Escalation List and notification procedures.

Benchmarks for service will be mutually agreed upon and documented by Customer and PAETEC, and they will be used as a reference for all service support for the length of the Agreement.