

EXECUTIVE SUMMARY
of
EPIK
BellSouth Standard Physical Collocation Agreement

Agreement Effective Date: 08/22/2000	Agreement Expiration Date: 08/21/2002
OCN:	GAC:
CIC (if applicable):	ACNA:
Negotiator: Betsy Melvin	Negotiator Tel No: 404-927-7519
Location of Executive Summary: t:\hendrix\melvin\negotiations\EPIK\execsum.doc	Location of Physical Collocation Agreement: t:\hendrix\melvin\negotiations\EPIK\BSTfinal.doc

Attachment Name	Section Number	Version Date	No Deviation	Deviation	Deviation Affect Compliance Y/N	If Compliance Item, Priority H/M/L	If Deviation, enter Paragraph No. And Brief Description of Deviation. If different by state, note here also.
Scope of Agreement	1.2	6/99		Yes	Yes	H	Deleted language regarding unused space to incorporate DC Cct ruling. Added language for FL regarding growth within an 18 month period.
Scope of Agreement	1.2.1	6/99		Yes	Yes	H	In the case of reclamation of space, EPIK will not be responsible for recurring Floor Space charges for space being reclaimed.
Scope of Agreement	1.3	6/99		Yes	Yes	H	Incorporated language from DC cct ruling regarding space.
Scope of Agreement	1.5-1.9	6/99		Yes	Yes	H	Added language regarding expiration of Agreement and renegotiations.
Space Notification	2.1	6/99		Yes	Yes	H	Added FL language for responding to applications within 15 cal days as to space availability.
Space Notification	2.5.1	6/99		Yes	Yes	H	Added FL language for Wait List from the 2Q00 standard agreement.
Collocation Options	3.1	6/99		Yes	Yes	H	Deleted language regarding separate entrance to the space. Incorporated DC cct ruling.
Collocation Options	3.3	6/99		Yes	Yes	H	If CO is located in a leased space which prohibits BellSouth from offering subleased space, BellSouth will request the landlord to waive the prohibition.
Collocation Options	3.3.1	6/99		Yes	Yes	H	Added FL language that BellSouth shall prorate the costs based on the number of collocators and space used by each.
Collocation Options	3.4.2	6/99		Yes	Yes	H	Any deviations found by BellSouth during inspection shall be disclosed prior to Commencement Date. After Commencement Date,

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							BellSouth may conduct additional inspections of Adjacent Arrangement.
Occupancy	4	6/99	No				
Use of Collocation Space	5.1	6/99		Yes	Yes	H	Incorporated DC cct ruling language regarding equipment that is necessary for interconnection.
Use of Collocation Space	5.2	6/99		Yes	Yes	H	Unless BellSouth determines that limited space is available for the entrance facilities, copper facilities shall be used between the adjacent collocation arrangement and the CO termination point.
Ordering and Preparation of Collocation Space	6.1.1	6/99		Yes	Yes	H	If no space is available, the Application Fee will be refunded to EPIK upon request by EPIK.
Ordering and Preparation of Collocation Space	6.2	6/99		Yes	Yes	H	Differentiated between Application Response in FL and the remaining 8 states as stated in 2Q00 standard agreement.
Ordering and Preparation of Collocation Space	6.4	6/99		Yes	Yes	H	Differentiated between Construction and Provisioning Intervals in FL and the remaining 8 states as stated in 2Q00 standard agreement.
Ordering and Preparation of Collocation Space	6.4.3	6/99		Yes	Yes	H	Added language regarding the licensing and permitting process.
Ordering and Preparation of Collocation Space	6.8	6/99		Yes	Yes	H	Added examples of when asbestos-containing materials must be removed from the space.
Ordering and Preparation of Collocation Space	6.10	6/99		Yes	Yes	H	If EPIK has already made payments to BellSouth for cancellation, BellSouth will refund the excess if any payment is over BellSouth's reasonably incurred expenses.
Rates and Charges	7	6/99		Yes	Yes	H	Incorporated language for standardized pricing for Space Preparation and incorporated separate language in agreement for Space Preparation Fees in FL, GA, NC and the remaining states.
Rates and Charges	7.6	6/99		Yes	Yes	H	Deleted floor space language regarding specific circumstances.
Rates and Charges	7.7	6/99		Yes	Yes	H	Incorporated language for standardized pricing for Power in association with standardized pricing for Space Preparation.
Insurance	8.2.1	6/99		Yes	Yes	H	Added "or equivalent" to Commercial General

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							Liability coverage.
Insurance	8.3	6/99		Yes	Yes	H	Deleted reference to increasing insurance limits during the term of the agreement.
Insurance	8.7	6/99		Yes	Yes	H	Added self-insurance language.
Mechanics Liens	9	6/99	No				
Inspections	10	6/99	No				
Security and Safety Requirements	11	6/99	No				
Destruction of Collo Space	12	6/99	No				
Eminent Domain	13	6/99	No				
Nonexclusivity	14	6/99	No				
Notices	15	6/99	No				
Indemnity/Limitation of Liability	16.1	6/99		Yes	Yes	H	Added additional indemnification language.
Publicity	17	6/99	No				
Force Majeure	18	6/99	No				
Year 2000 Compliance	19	6/99	No				
Assignment	20	6/99		Yes	Yes	H	Added language regarding purchasers of substantially all the assets of a Party without the consent of the other Party. Also added definition for "affiliate."
No Implied Waiver	21	6/99	No				
Resolution of Disputes	22	6/99		Yes	Yes	H	Added Governing Law section and Compliance with Laws section.
Section Headings	23	6/99	No				
Authority	24	6/99	No				
Review of Agreement	25	6/99	No				
Filing of Agreement	26	6/99		Yes	Yes	H	Filing and notice fees required for the filing or approval of the agreement shall be split equally between BellSouth and EPIK.
Entire Agreement	27	6/99	No				
Exhibit A – Collocation Rates	Rates	6/99		Yes	Yes	H	All rates for all states are collocation rates from the 2Q00:07/27/00 standard agreement.
Exhibit B – Environmental		6/99	No				

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and Safety Principles							

Collocation Agreement

By and Between

BellSouth Telecommunications, Inc.

and

EPIK Communications Incorporated

BELLSOUTH PHYSICAL COLLOCATION MASTER AGREEMENT

THIS AGREEMENT, made this 22 day of August, 2000, by and between BellSouth Telecommunications, Inc. ("BellSouth"), a corporation organized and existing under the laws of the State of Georgia, and EPIK Communications Incorporated ("EPIK"), a corporation organized and existing under the laws of the State of Delaware;

W I T N E S S E T H

WHEREAS, EPIK is a telecommunications carrier and wishes to occupy BellSouth Central Office Collocation Space as defined herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which EPIK desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to EPIK within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. SCOPE OF AGREEMENT

1.1 Scope of Agreement. The rates, terms, and conditions contained within this Agreement shall only apply when EPIK is occupying the collocation space as a sole occupant or as a Host pursuant to Section 3.

1.2 Right to occupy. Subject to Section 4 of this Agreement, BellSouth hereby grants to EPIK a right to occupy that certain area designated by BellSouth within a BellSouth central office premises, of a size which is specified by EPIK and agreed to by BellSouth (hereinafter "Collocation Space"). In all states except Florida, the size specified by EPIK may contemplate a request for space sufficient to accommodate EPIK's growth within a two-year period unless otherwise agreed to by the Parties. In Florida, the size specified by EPIK may contemplate a request for space sufficient to accommodate EPIK's growth within an eighteen-month period

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, EPIK may be required to release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in EPIK's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation. If space is reclaimed pursuant to this section, EPIK will not be responsible for the recurring Floor Space charges for the square feet being reclaimed by BellSouth beginning on the date said space is reclaimed by BellSouth. EPIK will continue to be responsible for all charges associated with the space which is not being reclaimed.

1.3 Use of Space. EPIK shall use the Collocation Space for the purposes of installing, maintaining and operating EPIK's equipment (to include testing and monitoring equipment) that is directly related to and thus necessary, required or indispensable to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, EPIK may at its option, place EPIK-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, EPIK may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by EPIK pursuant to section 5.6 following. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.4 Rates and charges. EPIK agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Term. The term of this Agreement shall be for an initial period of two (2) years, beginning on the Agreement date stated above and ending two (2) years later on the month and day corresponding to such date. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 1.6 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated.

1.6 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of Physical Collocation to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

1.7 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and the Parties have not mutually agreed (where permissible) to petition the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to EPIK pursuant to the terms, conditions and rates set forth in BellSouth's then current standard Physical Collocation Agreement.

1.8 Prior to submitting a Firm Order to BellSouth, a billing account must be established for EPIK. EPIK is required to provide the following before a billing account is established: proof of any applicable PSC/PUC certification for each state in which EPIK intends to collocate and an ACNA.

1.9 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of EPIK or BellSouth to perform any material terms of this Agreement, EPIK or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are

not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the applicable State Public Service Commission.

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit EPIK to physically collocate, pursuant to the terms of this Agreement, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises. For applications for a BellSouth Premises in Florida, BellSouth will respond to an application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises.

2.2 Reporting. Upon request from EPIK, BellSouth will provide a written report specifying the amount of collocation space available at the central office premises requested, the number of collocators present at the central office premises, any modifications in the use of the space since the last report or the central office premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from EPIK must be written and must include the central office premises and Common Language Location Identification (CLLI) code of the central office premises. Such information regarding central office premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) business days of receipt of such request. BellSouth will make best efforts to respond in ten (10) business days to such a request when the request includes between two (2) and five (5) Central Office locations within the same state; provided, however, that if BellSouth cannot meet the ten business day response time, BellSouth shall notify EPIK and inform EPIK of the time frame under which it can respond. The response time for requests of more than five (5) Central Office locations shall be negotiated between the Parties.

2.3 Denial of Application. After notifying EPIK that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow EPIK, upon request, to tour the Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6).

2.5 Waiting List – AL,GA,KY,LA,MS,NC,SC,TN. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth shall place EPIK on the waiting list for collocation in a particular central offices premises according to the date BellSouth receives EPIK's application. Upon request BellSouth will advise EPIK as to its position on the list.

2.5.1 **Waiting List – FL.** On a first come, first served basis, BellSouth 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. Sixty (60) days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. EPIK must submit an updated, complete, and correct application to BellSouth within 30 business days of such notification or notify BellSouth in writing within that time that EPIK wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If EPIK does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove EPIK from the waiting list. Upon request, BellSouth will advise EPIK as to its position on the list.

2.6 **Public Notification.** BellSouth will maintain on its Interconnection Services website a notification document that will indicate all central office premises that are without available space. BellSouth shall update such document within ten (10) business days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

3. **COLLOCATION OPTIONS**

3.1 **Cageless.** In accordance and compliance with local building codes, BellSouth shall allow EPIK to collocate EPIK's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow EPIK to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where EPIK's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, EPIK must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 **Cages and Adjacent Arrangement Enclosures.** BellSouth shall authorize the enclosure of EPIK's equipment and facilities at EPIK's option or if required by local building code. EPIK must arrange with a contractor certified by BellSouth ("BellSouth Certified Contractor") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, EPIK and EPIK's BellSouth Certified Contractor must comply with local building code requirements. EPIK's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The BellSouth Certified Contractor shall bill EPIK directly

for all work performed for EPIK pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. EPIK must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access EPIK's locked enclosure prior to notifying EPIK.

3.2.1 BellSouth has the right to review EPIK's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require EPIK to remove or correct at EPIK's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. EPIK may allow other telecommunications carriers to share EPIK's caged collocation arrangement pursuant to terms and conditions agreed to by EPIK ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option, in which case BellSouth will request of the landlord that said prohibition be waived. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Agreement between BellSouth and EPIK.

3.3.1 EPIK shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. For collocation arrangements in Premises in the State of Florida, BellSouth shall prorate the costs based on the number of collocators and space used by each. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 EPIK shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of EPIK's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence or willful misconduct.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by EPIK and in conformance with BellSouth's reasonable safety and maintenance requirements. Further, EPIK shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should EPIK elect such option, EPIK must arrange with a BellSouth Certified Contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's reasonable safety and maintenance requirements which BellSouth will provide upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, EPIK and EPIK's BellSouth Certified Contractor must comply with local building code requirements. EPIK's BellSouth Certified Contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. EPIK's BellSouth Certified Contractor shall bill EPIK directly for all work performed for EPIK pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. EPIK must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access EPIK's locked enclosure prior to notifying EPIK.

3.4.2 BellSouth maintains the right to review EPIK's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to Commencement Date, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's reasonable safety and maintenance requirements. Any actual or suspected deviations found by BellSouth during this initial inspection shall be disclosed prior to the Commencement Date. BellSouth may require EPIK, at EPIK's sole cost, to correct any deviations from BellSouth's reasonable safety and maintenance requirements found during such inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame. After the Commencement Date, BellSouth may conduct additional inspections of the Adjacent Arrangement as set forth in Section 10 of this Agreement.

3.4.3 EPIK shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At EPIK's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day EPIK's equipment becomes operational as described in Article 4.2, following.

4.2 Occupancy. BellSouth will notify EPIK in writing that the Collocation Space is ready for occupancy. EPIK must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. EPIK must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If EPIK fails to

place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event EPIK's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to EPIK with respect to said Collocation Space. Termination of EPIK's rights to the Collocation Space pursuant to this paragraph shall not operate to release EPIK from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, EPIK's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, EPIK may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, EPIK at its expense shall remove its equipment and other property from the Collocation Space. EPIK shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of EPIK's Guests; provided, however, that EPIK shall continue payment of monthly fees to BellSouth until such date as EPIK has fully vacated the Collocation Space. Should EPIK fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of EPIK at EPIK's expense and with no liability for damage or injury to EPIK's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Agreement, EPIK shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by EPIK except for ordinary wear and tear. EPIK shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment that is directly related to and thus necessary, required or indispensable for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment that is directly related to and thus necessary, required or indispensable for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Safety standards required for

BellSouth equipment are the same as or more stringent than the safety standards required for EPIK's equipment.

5.1.2 EPIK shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 EPIK shall place a plaque or other identification affixed to EPIK's equipment necessary to identify EPIK's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. EPIK may elect to place EPIK-owned or EPIK-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. EPIK will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. EPIK will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the EPIK's equipment in the Collocation Space. In the event EPIK utilizes a non-metallic, riser-type entrance facility, a splice will not be required. EPIK must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. EPIK is responsible for maintenance of the entrance facilities. At EPIK's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities shall be used between the adjacent collocation arrangement and the central office termination point.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide EPIK with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to EPIK's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

5.2.2 Shared Use. EPIK may utilize spare capacity on an existing Interconnector entrance facility for the purpose of providing an entrance facility to another EPIK collocation arrangement within the same BellSouth Central Office. EPIK must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to EPIK-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should EPIK request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of

requests to make such a splice. When the request for a splice is granted to EPIK by BellSouth, EPIK shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between EPIK's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. EPIK shall be responsible for providing, and EPIK's BellSouth Certified Contractor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. EPIK or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At EPIK's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 EPIK's Equipment and Facilities. EPIK, or if required by this Agreement, EPIK's BellSouth Certified Contractor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by EPIK. Such equipment and facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, EPIK may directly connect to other Interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by EPIK or through BellSouth facilities designated by EPIK, at EPIK's option. Such connections to other carriers may be made using either optical or electrical facilities. EPIK may deploy such optical or electrical connections directly between its own facilities and the facilities of other Interconnector(s) without being routed through BellSouth equipment.

5.6.1 If EPIK requests a co-Carrier cross-connect after the initial installation, EPIK must submit an application with a Subsequent Application Fee. EPIK must use a BellSouth Certified Contractor to place the co-Carrier cross connect, except in cases where the EPIK equipment and the equipment of the other Interconnector are located within contiguous collocation spaces. In cases where EPIK's equipment and the equipment of the other Interconnector are located in contiguous collocation spaces, EPIK will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to EPIK when access to the Collocation Space is required. EPIK may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that EPIK will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, EPIK shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. EPIK agrees to provide the name, social security number, and date of birth of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. EPIK agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of EPIK employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with EPIK or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. EPIK shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. EPIK will pay BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), EPIK shall pay for all reasonable costs associated with the re-keying.

5.9 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of EPIK violates the provisions of this paragraph, BellSouth shall give written notice to EPIK, which notice shall direct EPIK to cure the violation within forty-eight (48) hours of EPIK's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If EPIK fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to EPIK's equipment. BellSouth will endeavor, but is not required, to provide notice to EPIK prior to taking such action and shall have no liability to EPIK for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Agreement, EPIK may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading

requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by EPIK in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by EPIK at any time. Any damage caused to the Collocation Space by EPIK's employees, agents or representatives during the removal of such property shall be promptly repaired by EPIK at its expense.

5.11 Alterations. In no case shall EPIK or any person acting on behalf of EPIK make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by EPIK.

5.12 Janitorial Service. EPIK shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth Certified Contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. EPIK shall submit an application document when EPIK or EPIK's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For EPIK or EPIK's Guest(s) initial equipment placement, EPIK shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in EPIK's Collocation Space(s) and an estimate of the amount of square footage required. If no space is available in a requested Central Office premises, the Application Fee associated with the Application for said premises will be refunded to EPIK upon request by EPIK.

6.1.2 Subsequent Application Fee. In the event EPIK or EPIK's Guest(s) desire to modify the use of the Collocation Space, EPIK shall complete an Application document detailing all information regarding the modification to the Collocation Space together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below. BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by EPIK in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by EPIK for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to EPIK. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure

by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due from EPIK within 30 calendar days following EPIK's receipt of a bill or invoice from BellSouth.

6.2 Application Response-AL,GA,KY,LA,MS,NC,SC,TN. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) business days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) business days of receipt of a complete application. This response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning EPIK's request, including, but not limited to, work associated with building cable pairs and tie cable terminations, as ordered in the Application. When multiple applications are submitted within a fifteen business day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) business days for applications 1-5; within thirty-six (36) business days for applications 6-10; within forty-two (42) business days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by EPIK or differently configured, EPIK must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

6.2.1 Application Response – FL. Within fifteen (15) calendar days of receipt of a Bona Fide Application, whether Initial or Subsequent, BellSouth will respond as to whether space is available or not available within a particular Premises. Additionally, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable EPIK to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, and the space preparation fees, as described in Section 7. Also included will be an additional engineering fee, which recovers costs associated with provisioning EPIK's request, including, but not limited to, work associated with building cable pairs and tie cable terminations, as ordered in the application. When EPIK submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) applications or fraction thereof.

6.3 Bona Fide Firm Order. EPIK shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires EPIK to complete the Application/Inquiry process described in

Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to EPIK's Application/Inquiry. If EPIK makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate EPIK's application as a result of changes requested by EPIK to EPIK's original application, then BellSouth will charge EPIK a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require EPIK to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of EPIK's Bona Fide Firm Order within five (5) business days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date.

6.3.2 BellSouth will permit one accompanied site visit to EPIK's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to EPIK.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 EPIK must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date EPIK desires access to the Collocation Space.

6.4 Construction and Provisioning Interval – AL,GA,KY,LA,MS,NC,SC,TN. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. To the extent the Parties mutually agree to a shorter interval for a particular collocation request, that interval shall apply. Any time interval required to secure appropriate governmental licenses and permits shall be subject in all cases to the provisions of Section 6.4.3.

6.4.1 Construction and Provisioning Interval – FL. BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 90 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For change(s) to collocation space after initial space completion (“Augment”), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of 45 calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and EPIK cannot agree upon a completion date, within 45 calendar days of receipt of the Bona Fide Firm Order for an initial request, and within 30 calendar days for Augmentations, BellSouth may seek an extension from the Florida PSC.

6.4.2 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and EPIK will commence within a maximum of 10 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to EPIK during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work related to work for which BellSouth is responsible following the joint planning meeting.

6.4.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications. After such filing, upon request by EPIK, BellSouth will provide permit processing, docket or applicable filing numbers to allow EPIK to verify that BellSouth vendors are using reasonable efforts to obtain permits, which shall include promptly responding to requests for further information or other filings from the permitting authority. During the pendency of any government licensing or permitting decisions, BellSouth shall proceed with any construction or provisioning work not subject to such licensing or permitting nor dependent upon work subject to such licensing or permitting and which can be performed without increasing the cost or the overall construction interval of the work for which BellSouth is responsible and does not negatively impact the licensing and permitting process.

6.4.4 Acceptance Walk Through. EPIK and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by EPIK. BellSouth will correct any deviations to EPIK's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of BellSouth Certified Contractor. EPIK shall select a vendor which has been approved as a BellSouth Certified Contractor to perform all engineering and installation work required in the Collocation Space. In some cases, EPIK must select separate BellSouth Certified Contractors for transmission equipment, switching equipment and power equipment. BellSouth shall provide EPIK with a list of BellSouth Certified Contractors upon request. The BellSouth Certified Contractor(s) shall be responsible for installing EPIK's equipment and components, installing co-carrier cross-connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and EPIK upon successful completion of installation.

The BellSouth Certified Contractor shall bill EPIK directly for all work performed for EPIK pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Contractor. BellSouth shall consider certifying EPIK or any vendor proposed by EPIK.

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. EPIK shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service EPIK's Collocation Space. Upon request, BellSouth will provide EPIK with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by EPIK. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of EPIK, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. EPIK's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by EPIK divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse EPIK in an amount equal to EPIK reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth. Examples of when asbestos-containing materials must be removed from the collocater's space are: 1) if it is damaged; 2) if it is in poor condition and/or likely to be damaged by anticipated traffic or equipment installation; and 3) if in the case of floor tile it is tightly adhered to carpet that is being removed.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and EPIK may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, EPIK may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by EPIK, such information will be provided to EPIK in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to EPIK within 180 days of BellSouth's written denial of EPIK's request for physical collocation, and (ii) EPIK was not informed in the written denial that physical collocation space would become available within such 180 days, then EPIK may

transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation credit for any EPIK must arrange with a BellSouth Certified Contractor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

6.10 Cancellation. If at anytime EPIK cancels its order for the Collocation Space(s), EPIK will reimburse BellSouth for any expenses reasonably incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount EPIK would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred. If EPIK has already made payments to BellSouth on account of the cancelled order for Collocation Space(s), BellSouth will refund the excess, if any, of such payments over BellSouth's reasonably incurred expenses.

6.11 Licenses. EPIK, 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 occupy the Collocation Space.

7. RATES AND CHARGES

7.1 Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. EPIK shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date EPIK first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event EPIK opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to EPIK as prescribed in Section 7.5.

7.2 Space Preparation Fee in Florida. Space preparation fees include a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation. EPIK shall remit payment of the nonrecurring Firm Order Processing Fee coincident with submission of a Bona Fide Firm Order. The recurring charges for space preparation apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date EPIK first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event EPIK opts for cageless space, space preparation fees will be assessed based on the total floor space dedicated to EPIK as prescribed in Section 7.3.

7.3 Space Preparation Fee in Georgia. In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. Additional engineering charges may apply as described in Section 6.3. In the event EPIK opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to EPIK as prescribed in Section 7.

7.4 Space Preparation Fee in North Carolina. In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal -48V DC ampere requirements specified by EPIK on the Bona Fide Application. The space preparation charges apply beginning on the date on which BellSouth releases the Collocation Space for occupancy or on the date EPIK first occupies the Collocation Space, whichever is sooner. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. Additional engineering charges may apply as described in Section 6.3. In the event EPIK opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to EPIK as described in Section 7.5.

7.5 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.6 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power EPIK's equipment. When the Collocation Space is enclosed, EPIK shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, EPIK shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event EPIK's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, EPIK shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date EPIK first occupies the Collocation Space, whichever is sooner.

7.7Power. BellSouth shall supply -48 Volt (-48V) DC power for EPIK's Collocation Space within the central office premises and shall make available AC power at EPIK's option for Adjacent Arrangement collocation.

7.7.1 Charges for -48V DC power will be assessed per ampere per month based upon the BellSouth Certified Contractor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to EPIK's equipment or

space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by EPIK's BellSouth Certified Contractor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by EPIK's BellSouth certified power vendor. EPIK is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to EPIK's equipment. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by EPIK must provide BellSouth a copy of the engineering power specification prior to the day on which EPIK's equipment becomes operational ("Commencement Date"). BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and EPIK's arrangement area. EPIK shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within EPIK's arrangement; power cable feeds; terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified power Supplier. EPIK shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia (BellCore) and ANSI Standards regarding power cabling. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, EPIK has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth Certified Supplier who shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement EPIK shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

7.7.2 Charges for AC power will be assessed per breaker ampere per month based upon the BellSouth Certified Contractor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, fuses and power cables must be engineered (sized), and installed by EPIK's BellSouth Certified Contractor. EPIK's BellSouth Certified Contractor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.8 Security Escort. A security escort will be required whenever EPIK or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.9 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for

that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, EPIK shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to EPIK. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.10 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). EPIK will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

8. INSURANCE

8.1 EPIK shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states applicable under this Agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 EPIK shall maintain the following specific coverage:

8.2.1 Commercial General Liability or equivalent coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

8.2.2 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.

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

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

8.4 EPIK shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in

the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. EPIK shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from EPIK's insurance company. EPIK shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
17H53 BellSouth Center
Atlanta, Georgia 30375

8.5 EPIK must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

8.7 Self-Insurance. If EPIK's net worth exceeds five hundred million dollars (\$500,000,000), EPIK may elect to request self-insurance status in lieu of obtaining any of the insurance required in Section 8.2.1. EPIK shall provide audited financial statements to BellSouth thirty (30) days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to EPIK in the event that self-insurance status is not granted to EPIK. So long as the requirements of this section continue to be met, BellSouth will only deny a request to self-insure the coverage required by Section 8 in the case of some intervening event that materially affects the financial condition or stability of EPIK. If BellSouth approves EPIK for self-insurance, EPIK shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of EPIK's corporate officers. The ability to self-insure shall continue so long as the EPIK meets all of the requirements of this Section. If EPIK subsequently no longer satisfies this Section, EPIK is required to purchase insurance as indicated by Section 8.2.1.

9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or EPIK), 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) 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.

10. INSPECTIONS

10.1 BellSouth shall conduct an inspection of EPIK's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between EPIK's equipment and equipment of BellSouth. BellSouth may conduct an inspection if EPIK adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide EPIK 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 BellSouth.

11. SECURITY AND SAFETY REQUIREMENTS

11.1 Only BellSouth employees, BellSouth Certified Contractors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of EPIK will be permitted in the BellSouth Central Office. EPIK shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the EPIK name. BellSouth reserves the right to remove from its premises any employee of EPIK not possessing identification issued by EPIK. EPIK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. EPIK shall be solely responsible for ensuring that any Guest of EPIK is in compliance with all subsections of this Section 11.

11.1.1 EPIK will be required, at its own expense, to conduct a statewide investigation of criminal history records for each EPIK employee who will have access to the BellSouth Central Office, for the states/counties where the EPIK employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.

11.1.2 EPIK will be required to administer to its personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

11.1.3 EPIK shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. EPIK shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any EPIK personnel who have been identified to have misdemeanor criminal convictions.

11.1.4 For each EPIK employee requiring access to a BellSouth Central Office pursuant to this agreement, EPIK shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the aforementioned background check and security training were completed. The affidavit will contain a statement certifying no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, EPIK will disclose the nature of the convictions to BellSouth at that time.

11.1.5 At BellSouth's request, EPIK shall promptly remove from the BellSouth's premises any employee of EPIK BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. BellSouth reserves the right to interview EPIK's employees, agents, or contractors. EPIK and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving EPIK's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill EPIK for all reasonably incurred costs associated with investigations involving its employees, agents, or contractors if it can be reasonably established that EPIK's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill EPIK for BellSouth property which is stolen or damaged where an investigation determines the culpability of EPIK's employees, agents, or contractors. EPIK shall notify BellSouth in writing immediately in the event that the CLEC discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of EPIK identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. EPIK shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by EPIK Employees. Use of any BellSouth supplies by an EPIK employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to EPIK as may be all associated investigative costs. At BellSouth's request, EPIK shall promptly and permanently remove from BellSouth's Central Office any employee of EPIK found to be in violation of this rule.

11.4 Use of Official Lines by EPIK Employees. Except for local calls necessary in the performance of their work, EPIK employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by EPIK's employees may be charged to EPIK as may be all associated investigative costs. At BellSouth's request, EPIK shall promptly and permanently remove from BellSouth's premises any employee of EPIK found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

12. DESTRUCTION OF COLLOCATION SPACE

12.1 In the event a Collocation 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 EPIK's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for EPIK's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to EPIK, except for improvements not the property of BellSouth, to repair the damage. BellSouth 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 BellSouth, which causes shall not be construed as limiting factors, but as exemplary only.

EPIK may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Contractor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Contractor. If EPIK's acceleration of the project increases the cost of the project, then those additional charges will be incurred by EPIK. Where allowed and where practical, EPIK may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, EPIK shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for EPIK's permitted use, until such Collocation Space is fully repaired and restored and EPIK's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where EPIK has placed an Adjacent Arrangement pursuant to section 3.4, EPIK shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth 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 Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and EPIK shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. NONEXCLUSIVITY

12.1 EPIK understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

15. NOTICES

15.1 Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by EPIK or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

600 N. 19th Street

9th Floor

To EPIK:

EPIK Communications Incorporated

Attn: Exec VP-Strategy/Bus Development

Birmingham, AL 35240

ATTN: CLEC Account Team

3501 Quadrangle Boulevard, Suite 225

Orlando, FL 32817

and

EPIK Communications Incorporated

Attn: General Counsel

3501 Quadrangle Boulevard, Suite 225

Orlando, FL 32817

15.2 Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

16. INDEMNITY / LIMITATION OF LIABILITY

16.1 EPIK shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of EPIK, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. EPIK shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by EPIK, its agents or employees. Nothing herein shall be construed to require EPIK to indemnify BellSouth for any claims resulting from BellSouth's sole negligence, gross negligence or willful misconduct.

16.2 BellSouth shall not be liable to EPIK for any interruption of EPIK's service or for interference with the operation of EPIK's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and EPIK shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

17. PUBLICITY

17.1 EPIK agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and EPIK further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

18. FORCE MAJEURE

18.1 Neither party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the party's control.

19. YEAR 2000 COMPLIANCE

19.1 Each party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

20. ASSIGNMENT

20.1 EPIK acknowledges that this Agreement does not convey any right, title or interest in the Central Office to EPIK. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary, affiliate or purchasers of substantially all the assets of a Party without the consent of the other Party or to a purchaser, provided that, as to any such assignments, the party not assigning its rights, duties or obligations under this Agreement may require that the proposed assignee entity provide reasonable assurances to such Party of its ability to meet its financial obligations under this Agreement following assignment.

20.2 "Affiliate" shall mean as applied to either Party or its parent, any other person or entity directly or indirectly controlling, controlled by, or under common control with, that Party. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlling", "controlled by", and "under common control with"), as applied to any person or entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that person or entity, whether through the ownership of voting securities or by contract or otherwise as such concepts are commonly interpreted under U.S. Federal securities laws.

21. NO IMPLIED WAIVER

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition,

provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

22. GOVERNING LAW

22.1 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.

23. COMPLIANCE WITH LAWS

23.1 The Parties agree to comply with all applicable federal, state, and local laws, rules and regulations in the performance of this Agreement.

24. RESOLUTION OF DISPUTES

24.1 Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

25. SECTION HEADINGS

25.1 The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

26. AUTHORITY

26.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

27. REVIEW OF AGREEMENT

27.1 The parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and EPIK and the terms and conditions contained herein shall not be construed any more strictly against one party or the other.

28. FILING OF AGREEMENT

28.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be split equally between BellSouth and EPIK.

29. ENTIRE AGREEMENT

29.1 This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and EPIK and may not be modified or amended other than by a written instrument signed by both parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

EPIK COMMUNICATIONS INCORPORATED

Signature on File
Authorized Signature

Signature on File
Authorized Signature

Jerry Hendrix
Print or Type Name

John D. McClellan
Print or Type Name

Senior Director
Title

President
Title

08/25/2000
Date

08/22/2000
Date

EXHIBIT A: BELLSOUTH/EPIK RATES – ALABAMA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$7,124.00 Disconnect Charge \$1.73
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$136.64	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$15.85	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.85	NA
PE1BD	Cable Installation	Per cable	NA	\$2,335.00
PE1PM	Cable Support Structure	Per entrance cable	\$23.23	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1) 2-wire	Per cross connect	\$0.28	First/Add'l \$30.76/\$29.40
PE1P4	4-wire		\$0.56	\$31.01/\$29.58
PE1P1	DS-1		\$2.14	\$60.81/\$41.71
PE1P3	DS-3		\$38.63	\$57.80/\$39.81
PE1F2	2-fiber		\$12.10	\$55.46/\$39.18
PE1F4	4-fiber		\$21.75	\$66.71/\$50.43

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Cross Connects (continued)	Per cross connect		First/Add'l Disconnect Charges First/Add'l \$12.75/\$11.38 \$12.82/\$11.39 \$12.85/\$11.50 \$14.93/\$11.76 \$16.83/\$13.27 \$21.86/\$18.31
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure Copper or Coaxial Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per central office	\$52.00	
PE1A1	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross connect		
PE1PE	2-Wire Cross-Connect		\$0.08	NA
PE1PF	4-Wire Cross-Connect		\$0.17	NA
PE1PG	DS1 Cross-Connect		\$0.69	NA
PE1PH	DS3 Cross-Connect		\$4.74	NA
PE1B2	2-Fiber Cross-Connect		\$32.02	NA
PE1B4	4-Fiber Cross-Connect		\$40.48	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

ALABAMA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr/add'l half hr		
PE1BT	Basic Time		NA	\$43.47/\$25.82
PE1OT	Overtime		NA	\$55.25/\$32.79
PE1PT	Premium Time		NA	\$67.03/\$39.76

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional		Disconnect Charges	
	First / Additional		First / Additional	
2-wire	\$34.03 / \$32.67		\$14.48 / \$13.11	
4-wire	\$34.28 / \$32.85		\$14.55 / \$13.12	
DS-1	\$64.08 / \$44.98		\$14.58 / \$13.23	
DS-3	\$61.07 / \$43.08		\$16.66 / \$13.49	

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – FLORIDA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request		\$3,791.00
PE1CA	Subsequent Application Fee	Per request	NA	\$3,160.00
PE1SJ	Space Preparation Fees			\$1,211.00
PE1SK	Firm Order Processing	Per sq. ft.	\$2.58	
PE1SL	Central Office Modifications	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless			
	Common Systems Modifications – Caged	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Wire Cage	Per first 100 sq. ft.	\$205.93	NA
	Wire Cage	Per add'l 50 sq. ft.	\$20.20	NA
PE1PJ	Floor Space	Per sq. ft.	\$6.57	NA
PE1BD	Cable Installation	Per cable		\$1,826.00
PE1PM	Cable Support Structure		\$21.66	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$8.86	
PE1FD	120V AC Power single phase	Per breaker amp	\$5.62	
PE1FE	240V AC Power single phase	Per breaker amp	\$11.26	
PE1FG	120V AC Power three phase	Per breaker amp	\$16.88	
	277 AC Power three phase	Per breaker amp	\$38.98	
	Cross Connects (Note 1)			First/Add'l
	2-wire	Per cross connect	\$0.74	\$34.53/\$32.51
	4-wire	Per cross connect	\$1.48	\$34.54/\$32.53
	DS1	Per cross connect	\$1.29	\$54.15/\$40.94
	DS3	Per cross connect	\$17.48	\$53.28/\$39.65
	2-fiber	Per cross connect	\$2.96	\$53.28/\$39.66
	4-fiber	Per cross connect	\$5.66	\$66.08/\$52.47

Rates marked with an asterisk (*) are interim and subject to true-up

FLORIDA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System	Per premises	\$89.48	
PE1A1	New Access Card Activation	Per card	\$.06	\$56.03
PE1AA	Administrative change, existing card	Per card		\$15.71
PE1AR	Replace lost or stolen card	Per card		\$45.93
PE1SR	Space Availability Report	Per premises requested		\$2,168.00
	POT Bay (Note 2)		NA	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
PE1BQ	Security Escort	Per ¼ hour	NA	\$10.89
PE1OQ	Basic Time		NA	\$13.64
PE1PQ	Overtime		NA	\$16.40
	Premium Time			

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the appropriate BellSouth tariff.
- (2) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the Parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for EPIK to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.

EXHIBIT A: BELLSOUTH/EPIK RATES – GEORGIA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and subject to true-up

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1BB	Space Preparation Fee (Note 2)	Per sq. ft.	NA	\$100.00
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$170.64	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$17.33	NA
PE1PJ	Floor Space Zone A	Per sq. ft.	\$7.50	NA
PE1PK	Zone B	Per sq. ft.	\$6.75	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			
PE1FB	-48V DC Power	Per amp	\$5.00	
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.30	\$12.60/\$12.60
PE1P1	4-wire		\$0.50	\$12.60/\$12.60
PE1P3	DS-1		\$8.00	\$155.00/\$27.00
PE1F2	DS-3		\$72.00	\$155.00/\$27.00
PE1F4	2-fiber		\$15.64	\$41.56/\$29.82
	4-fiber		\$28.11	\$50.53/\$38.78

GEORGIA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card*	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.40	NA
PE1PG	4-Wire Cross-Connect		\$1.20	NA
PE1PH	DS1 Cross-Connect		\$1.20	NA
PE1B2	DS3 Cross-Connect		\$8.00	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee	Per request, First half hour/add'l half hour		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$41.00/\$25.00
PE1PT	Overtime		NA	\$48.00/\$30.00
	Premium Time		NA	\$55.00/\$35.00

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – KENTUCKY
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$9,926.72
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$201.02	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.42	NA
PE1PJ	Floor Space	Per sq. ft.	\$5.00	NA
PE1BD	Cable Installation	Per cable	NA	\$2,327.08
PE1PM	Cable Support Structure	Per entrance cable	\$24.23	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1) 2-wire	Per cross connect	\$0.31	First/Add'l \$54.21/\$51.07
PE1P4	4-wire		\$0.62	\$54.23/\$50.96
PE1P1	DS-1		\$1.92	\$99.23/\$69.15
PE1P3	DS-3		\$39.94	\$97.48/\$66.90
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78

KENTUCKY (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	New Access Card Activation	Per card		\$55.00
PE1AA	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.06	NA
PE1PG	4-Wire Cross-Connect		\$0.15	NA
PE1PH	DS1 Cross-Connect		\$0.58	NA
PE1B2	DS3 Cross-Connect		\$4.51	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$56.09/\$31.99
PE1PT	Overtime		NA	\$67.75/\$39.00
	Premium Time		NA	\$79.41/\$46.01
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – LOUISIANA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$4,910.00
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$197.55	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.07	NA
PE1PJ	Floor Space	Per sq. ft.	\$4.01	NA
PE1BD	Cable Installation	Per cable	NA	\$1,706.00 Disconnect charge \$36.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.05	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1) 2-wire	Per cross connect	\$0.26	First/Add'l \$23.04/\$22.11
PE1P4	4-wire		\$0.52	\$23.23/\$22.24
PE1P1	DS-1		\$2.03	\$43.61/\$30.60
PE1P3	DS-3		\$36.27	\$41.46/\$29.20

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1F2	Cross Connects (continued)	Per cross connect		First/Add'l
	2-fiber		\$19.13	\$41.07/\$29.63
PE1F4	4-fiber		\$34.38	\$49.81/\$38.37
				Disconnect Charges
	2-wire			First/Add'l
	4-wire			\$9.48/\$8.54
	DS-1			\$9.53/\$8.55
	DS-3			\$9.56/\$8.63
	2-fiber			\$11.06/\$8.86
	4-fiber			\$12.84/\$10.29
				\$16.75/\$14.20
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.0776	NA
PE1PG	4-Wire Cross-Connect		\$0.1552	NA
PE1PH	DS1 Cross-Connect		\$0.6406	NA
PE1B2	DS3 Cross-Connect		\$4.75	NA
PE1B4	2 Fiber Cross-Connect		\$47.44	NA
	4 Fiber Cross-Connect		\$63.97	NA
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time
				\$31.00/\$22.00
				Overtime
				\$37.00/\$26.00

LOUISIANA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$32.35/\$19.95
PE1OT	Overtime		NA	\$40.50/\$25.00
PE1PT	Premium Time		NA	\$48.66/\$30.05

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	First / Additional	Disconnect Charges First / Additional
2-wire	\$24.92/\$23.99	\$10.56/\$9.62
4-wire	\$25.11/\$24.12	\$10.61/\$9.63
DS-1	\$45.49/\$32.48	\$10.64/\$9.71
DS-3	\$43.34/\$31.08	\$12.14/\$9.94

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – MISSISSIPPI
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$6,993.00 Disconnect Charge \$1.70
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	\$1,211.00
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure(100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh	Per first 100 sq. ft.	\$205.08	NA
	Welded Wire-mesh	Per add'l 50 sq. ft.	\$20.83	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.45	
PE1BD	Cable Installation	Per cable	NA	\$2,419.00 Disconnection charge \$53.24
PE1PM	Cable Support Structure	Per entrance cable	\$22.90	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$8.86	
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire		\$.3996	\$30.93/\$29.59
	4-wire		\$.7992	\$31.17/\$29.77

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1P1	Cross Connects (continued)	Per cross connect		First/Add'l
	DS-1		\$2.90	\$60.42/\$41.68
PE1P3	DS-3		\$53.31	\$57.45/\$39.81
PE1F2	2-fiber		\$15.64	\$41.56/\$29.82
PE1F4	4-fiber		\$28.11	\$50.53/\$38.78
				Disconnect Charges
				First/Add'l
	2-wire			\$12.76/\$11.43
	4-wire			\$12.83/\$11.43
	DS-1			\$12.87/\$11.54
	DS-3			\$14.92/\$11.80
	2-fiber			\$12.96/\$10.34
	4-fiber			\$16.97/\$14.35
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
	POT Bay Arrangements	Per cross-connect		
	<i>Prior to 6/1/99</i>			
PE1PE	2-Wire Cross-Connect		\$0.1195	NA
PE1PF	4-Wire Cross-Connect		\$0.2389	NA
PE1PG	DS1 Cross-Connect		\$0.9862	NA
PE1PH	DS3 Cross-Connect		\$5.81	NA
PE1B2	2 Fiber Cross-Connect		\$38.79	NA
PE1B4	4 Fiber Cross-Connect		\$52.31	NA
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time
				\$31.00/\$22.00
				Overtime
				\$37.00/\$26.00

MISSISSIPPI (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
	Security Escort	Per half hr./Add'l half hr.		
PE1BT	Basic Time		NA	\$42.87/\$25.54
PE1OT	Overtime		NA	\$54.43/\$32.41
PE1PT	Premium Time		NA	\$65.99/\$39.28

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	Disconnect Charges	
	First / Additional	First / Additional
2-wire	\$33.58 / \$32.24	\$14.27 / \$12.94
4-wire	\$33.82 / \$32.42	\$14.34 / \$12.94
DS-1	\$63.07 / \$44.33	\$14.38 / \$13.05
DS-3	\$60.10 / \$42.46	\$16.43 / \$13.31

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – NORTH CAROLINA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee*	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
	Space Preparation Fees			
	Central Office Modification*	Per sq. ft.	\$1.57	
	Common Systems Modification – Cageless*	Per sq. ft.	\$3.26	
	Common Systems Modification – Caged*	Per cage	\$110.79	
	Power*	Per nominal –48v DC Amp	\$5.76	
PE1BW	Space Enclosure (100 sq. ft. minimum)			
PE1CW	Welded Wire-mesh*	Per first 100 sq. ft.	\$102.76	NA
	Welded Wire-mesh*	Per add'l 50 sq. ft.	\$10.44	NA
PE1PJ	Floor Space*	Per sq. ft.	\$3.45	NA
PE1BD	Cable Installation*	Per cable	NA	\$2,305.00
PE1PM	Cable Support Structure*	Per entrance cable	\$21.33	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$6.65	ICB
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire*		\$0.32	\$41.78/\$39.23
PE1P1	4-wire*		\$0.64	\$41.91/\$39.25
PE1P3	DS-1*		\$2.34	\$71.02/\$51.08
PE1F2	DS-3*		\$42.84	\$69.84/\$49.43
PE1F4	2-fiber		\$15.99	\$67.34/\$48.55
	4-fiber		\$28.74	\$82.35/\$63.56

NORTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.10	NA
PE1PG	4-Wire Cross-Connect		\$0.19	NA
PE1PH	DS1 Cross-Connect		\$0.79	NA
PE1B2	DS3 Cross-Connect		\$4.85	NA
PE1B4	2 Fiber Cross-Connect		\$39.67	NA
	4 Fiber Cross-Connect		\$53.49	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$42.92/\$25.56
PE1PT	Overtime		NA	\$54.51/\$32.44
	Premium Time		NA	\$66.10/\$39.32
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELL SOUTH/EPIK RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connect:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First/Additional</u>
2-wire	\$46.53/\$43.98
4-wire	\$46.64/\$43.98
DS-1	\$75.72/\$55.78
DS-3	\$74.54/\$54.13

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through BellSouth's FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION

Rates marked with an asterisk (*) are interim and are subject to true-up.

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$4,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees Firm Order Processing*			\$1,211.00
PE1SK	Central Office Modifications*	Per sq. ft.	\$2.58	
PE1SL	Common Systems Modifications – Cageless*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum) Welded Wire-mesh	Per first 100 sq. ft.	\$224.60	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$22.81	NA
PE1PJ	Floor Space	Per sq. ft.	\$3.90	NA
PE1BD	Cable Installation	Per cable	NA	\$2,217.00
PE1PM	Cable Support Structure	Per entrance cable	\$24.55	NA
PE1PL	Power -48V DC Power*	Per amp	\$8.86	
PE1FB	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FD	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FE	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
PE1FG	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1) 2-wire	Per cross connect	\$.3648	First/Add'l \$41.50/\$38.94
PE1P4	4-wire		\$.7297	\$41.56/\$38.90
PE1P1	DS-1		\$2.70	\$70.79/\$50.78
PE1P3	DS-3		\$49.24	\$69.60/\$49.14
PE1F2	2-fiber		\$15.06	\$69.28/\$48.89
PE1F4	4-fiber		\$27.08	\$84.07/\$63.68

SOUTH CAROLINA (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System*	Per premises	\$52.00	
PE1A1	New Access Card Activation*	Per card		\$55.00
PE1AA	Administrative change, existing card*	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.1091	NA
PE1PG	4-Wire Cross-Connect		\$0.2181	NA
PE1PH	DS1 Cross-Connect		\$0.9004	NA
PE1B2	DS3 Cross-Connect		\$5.64	NA
PE1B4	2 Fiber Cross-Connect		\$37.36	NA
	4 Fiber Cross-Connect		\$50.38	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$43.00/\$25.57
PE1PT	Overtime		NA	\$54.62/\$32.46
	Premium Time		NA	\$66.24/\$39.35
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

EXHIBIT A: BELL SOUTH/EPIK RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (continued)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

	<u>First / Additional</u>
2-wire	\$46.66 / \$44.10
4-wire	\$46.68 / \$44.02
DS-1	\$75.88 / \$55.87
DS-3	\$74.69 / \$54.23

For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the FCC Tariff No. 1, Section 20.

EXHIBIT A: BELLSOUTH/EPIK RATES – TENNESSEE
PHYSICAL COLLOCATION

*** Rates are interim and are subject to true-up.**

USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1BA	Application Fee	Per request	NA	\$3,850.00
PE1CA	Subsequent Application Fee	Per request	NA	\$1,600.00 Minimum
PE1SJ	Space Preparation Fees			
PE1SK	Firm Order Processing*	Per sq. ft.	\$2.58	\$1,211.00
PE1SL	Central Office Modifications*	Per sq. ft.	\$2.96	
PE1SM	Common Systems Modifications – Cageless*			
	Common Systems Modifications – Caged*	Per cage	\$100.66	
PE1BW	Space Enclosure (100 sq. ft. minimum)	Per first 100 sq. ft.	\$190.79	NA
PE1CW	Welded Wire-mesh	Per add'l 50 sq. ft.	\$19.38	NA
PE1PJ	Floor Space	Per sq. ft.	\$7.50	NA
PE1BD	Cable Installation	Per cable	NA	\$2,750.00
PE1PM	Cable Support Structure	Per entrance cable	\$13.35	NA
PE1PL	Power			
PE1FB	-48V DC Power*	Per amp	\$8.86	
PE1FD	120V AC Power single phase*	Per breaker amp	\$5.50	ICB
PE1FE	240V AC Power single phase*	Per breaker amp	\$11.00	ICB
PE1FG	120V AC Power three phase*	Per breaker amp	\$16.50	ICB
	277 AC Power three phase*	Per breaker amp	\$38.20	ICB
PE1P2	Cross Connects (Note 1)	Per cross connect		First/Add'l
PE1P4	2-wire		\$0.30	\$19.20/\$19.20
PE1P1	4-wire		\$0.50	\$19.20/\$19.20
PE1P3	DS-1		\$8.00	\$155.00/\$27.00
PE1F2	DS-3		\$72.00	\$155.00/\$27.00
PE1F4	2-fiber		\$15.64	\$41.56/\$29.82
	4-fiber		\$28.11	\$50.53/\$38.78

TENNESSEE (continued)				
USOC	Rate Element Description	Unit	Recurring Rate (RC)	Non-Recurring Rate (NRC)
PE1ES	Co-Carrier Cross-Connect	Per linear ft.	\$.003	\$540.00
PE1DS	Fiber Cable Support Structure	Per linear ft.	\$.004	\$540.00
	Copper or Coaxial Cable Support Structure			
PE1AX	Security Access System Security System	Per premises	\$52.00	
PE1A1	New Access Card Activation	Per card		\$55.00
PE1AA	Administrative change, existing card	Per card		\$35.00
PE1AR	Replace lost or stolen card	Per card		\$250.00
PE1SR	Space Availability Report*	Per premises requested		\$550.00
PE1PE	POT Bay Arrangements <i>Prior to 6/1/99</i>	Per cross-connect		
PE1PF	2-Wire Cross-Connect		\$0.40	NA
PE1PG	4-Wire Cross-Connect		\$1.20	NA
PE1PH	DS1 Cross-Connect		\$1.20	NA
PE1B2	DS3 Cross-Connect		\$8.00	NA
PE1B4	2 Fiber Cross-Connect		\$38.79	NA
	4 Fiber Cross-Connect		\$52.31	NA
PE1BT	Security Escort	Per half hr./Add'l half hr.		
PE1OT	Basic Time		NA	\$41.00/\$25.00
PE1PT	Overtime		NA	\$48.00/\$30.00
	Premium Time		NA	\$55.00/\$35.00
AEH	Additional Engineering Fee	Per request, first half hr/add'l half hr.		First/Add'l Basic Time \$31.00/\$22.00 Overtime \$37.00/\$26.00

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Cross Connects:** For interconnection to BellSouth's network and access to BellSouth unbundled network elements, EPIK may purchase 2-wire and 4-wire cross-connects for use within its Virtual Collocation arrangements, which are available through the FCC Tariff No. 1, Section 20.

ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and EPIK agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Agreement.

1.2 Notice. BellSouth and EPIK shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. EPIK should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for EPIK to follow when working at a BellSouth Central Office (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. EPIK will require its contractors, agents and others accessing the BellSouth Central Office to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Central Office.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the EPIK space with proper notification. BellSouth reserves the right to stop any EPIK work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Central Office by EPIK are owned by EPIK. EPIK will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by EPIK or different hazardous materials used by EPIK at BellSouth Facility. EPIK must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

EXHIBIT B

Page 2 of 4

1.6 Spills and Releases. When contamination is discovered at a BellSouth Central Office, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by EPIK to BellSouth.

1.7 Coordinated Environmental Plans and Permits. BellSouth and EPIK will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and EPIK will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, EPIK must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 Environmental and Safety Indemnification. BellSouth and EPIK shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's Central Office, EPIK agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. EPIK further agrees to cooperate with BellSouth to ensure that EPIK's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by EPIK, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

EXHIBIT B
Page 3 of 4

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Central Office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Central Office (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations All HazMat & Waste Asbestos notification protection of BST employees and equipment	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4, GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance Manhole entry requirements EVET approval of contractor	Std T&C 450 Std T&C 660-3 BSP 620-145-011PR Issue A, August 1996 GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

EXHIBIT B
Page 4 of 4**3. DEFINITIONS**

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes