

EXHIBIT E

Kane, Dana P.

From: Nishimoto, John [John.Nishimoto@allegiancetelecom.com]
Sent: Tuesday, January 22, 2002 4:57 PM
To: Menier, Christopher
Subject: RE: colo agreement

Chris,

We've really simplified this agreement... it's actually not our entire MSA since this is in support of services we are (hopefully) buying from you... I need Justen to answer some questions (Peter Swenson's driving this) before I can provide you detailed pricing.

Anyway, take a look at the agreement, and I'll follow up with the pricing addendum.

John

<<KMC_Algrx Infrastructure Agreement v1.doc>>

> -----Original Message-----

> From: Menier, Christopher [SMTP:Christopher.Menier@KMCTELECOM.COM]

> Sent: Monday, January 21, 2002 3:15 PM

> To: John Nishimoto (E-mail)

> Subject: colo agreement

>

> John,

>

> Can you please send over the colo agreement ASAP? We would like to start

> reviewing so it can be executed as well.

>

> Thank you,

>

> Chris Menier

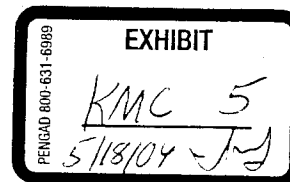
> Director of National Markets

> KMC Telecom, Inc.

> 301-429-9702 office

> 301-429-5830 fax

> 202-549-9100 cell



5/11/2004

KMC 000768



allegiancetelecom, inc.

INFRASTRUCTURE INTERCONNECTION AGREEMENT

This Infrastructure Interconnection Agreement (the "Agreement") is made by and between Allegiance Telecom Company Worldwide, a Delaware corporation with offices at 9201 Central Expressway, Dallas, TX 75231 ("Allegiance") and a corporation with offices at ("Colocator/Service Provider")(collectively, the "Parties").

In order to provide certain telecom services that Allegiance may request from Colocator/Service Provider, the Parties have determined that it is necessary to locate certain equipment owned or leased by Colocator/Service Provider in the space owned or leased by Allegiance (the "Space", as more fully described on Exhibit A hereto) upon the terms and conditions set forth in this Agreement.

1. **Term:** This Agreement shall begin on the effective date of that certain [name of agreement with Service Provider to provide services], dated as of (the "Service Agreement") and shall continue for the same term as the term under the Service Agreement (for example, if the term of the Service Agreement ends on June 30, 2002, for whatever reason, this Agreement also terminates on that date). Thereafter, this Agreement will automatically continue on a month-to-month basis until terminated by either Party upon thirty (30) days prior written notice to the other. In addition, Allegiance shall have the right to terminate this Agreement upon advance written notice. Colocator/Service Provider shall work with Allegiance to find alternative space and to install the Equipment at such new space, if reasonably requested by Allegiance. The term of this Agreement is referred to herein as the "Term."
2. **Ownership and Removal of Equipment:** Colocator/Service Provider represents and warrants that the equipment listed and identified on Exhibit A to this Agreement (as such equipment listed on Exhibit A is updated from time to time, the "Equipment") is owned by Colocator/Service Provider (or if not owned, is leased from the party identified on Exhibit A). If Colocator/Service Provider does not remove its Equipment from the Space within thirty (30) days after the end of the Term, at the option of Allegiance, it will be conclusively presumed that Colocator/Service Provider abandoned its Equipment under this Agreement, and Allegiance may sell or keep such Equipment. Any damage caused to the Space by Colocator/Service Provider's employees, agents or representatives during the removal of such property shall be promptly repaired by Colocator/Service Provider at its expense.
3. **Access to Space:** Colocator/Service Provider shall be permitted reasonable access to the space. Access requests are initiated by calling Allegiance's NOCC at 1-800-459-8496.
4. **Permitted Use of the Space:** Colocator/Service Provider shall be permitted to use the Space only for placement and maintenance of the Equipment for the benefit of Allegiance. Colocator/Service Provider shall abide by any and all rules, regulations, laws and access requirements governing the Equipment, use of the Equipment and access to such Equipment and Space. Colocator/Service Provider will affix a plaque or other identification (in a form approved by Allegiance) to the Equipment reasonably necessary to identify such Equipment and which shall include a list of Colocator/Service Provider emergency contacts with telephone numbers.
5. **Responsibilities:** Colocator/Service Provider will design, test, maintain and repair the Equipment in the Space. Colocator/Service Provider shall maintain the Space in an orderly and safe condition, and shall return the Space to Allegiance at the conclusion of the Term in the same condition (reasonable wear and tear excepted) as when such Space was provided to Colocator/Service Provider. Colocator/Service Provider shall be responsible for all costs and expenses associated with any installation, maintenance, adds, moves or changes to the Equipment. Colocator/Service Provider shall be responsible for any costs, liabilities, damages or claims caused by the Equipment or agents, employees or representatives of Colocator/Service Provider and Colocator/Service Provider shall indemnify Allegiance for the same.
6. **Insurance:** Colocator/Service Provider shall, at its sole cost and expense, procure, maintain, and keep in force insurance with coverage limits not less than those set forth below:
 - A. Worker's compensation insurance as required by law.

B. Employer's liability insurance, for bodily injuries and deaths, with limits of \$500,000 per occurrence.

C. Commercial general liability insurance, covering claims for bodily injury, death and property damage, including comprehensive form, premises and operations, independent contractors, products and completed operations, personal injury, contractual, and broad form property damage liability coverage, with limits of \$1,000,000 per occurrence and general aggregate of \$2,000,000 or an equivalent limit provided by an "umbrella" insurance policy.

All such policies of insurance shall provide that the same shall not be canceled nor the coverage modified nor the limits changed without first giving thirty (30) days prior written notice to Allegiance. No such cancellation, modification or change shall affect Colocator/Service Provider's obligation to maintain the insurance coverage required by this Agreement.

7. **No liens:** If any mechanics lien or other liens shall be filed against the property of Allegiance, the Space or the facilities in which the Space is located, Colocator/Service Provider shall, within fifteen (15) days after receipt of written notice from Allegiance, either pay such lien or cause the same to be bonded off Allegiance's property in the manner reasonably requested by Allegiance. Colocator/Service Provider shall also defend on behalf of Allegiance, at Colocator/Service Provider's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Colocator/Service Provider shall pay any damage and discharge any judgment entered thereon.
8. **General Provisions:** Allegiance does not make any representations or warranties hereunder. This Agreement shall be governed by the domestic law of the State of Illinois without regard to its choice of law principles. This Agreement (including Exhibit A attached hereto) is the complete agreement of the Parties and supersedes any prior or contemporaneous agreements or representations, whether oral or written, with respect to the subject matter hereof. If any paragraph or clause of this Agreement shall be held to be invalid or unenforceable by any body or entity of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect. No amendment to this Agreement will be valid unless each such amendment is accepted in writing by an authorized representative of both Parties. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the Party making the waiver. No waiver shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall be deemed, or shall constitute, a continuing waiver.

In Witness Whereof, the Parties have signed this Agreement and the individuals signing below represent that they have the full legal authority to enter into this Agreement for and on behalf of the respective Parties.

COLOCATOR/SERVICE PROVIDER:

By: _____
Name: _____
Its: _____

ALLEGIANCE TELECOM COMPANY WORLDWIDE:

By: _____
Name: _____
Its: _____

