

**VIA PSC ELECTRONIC REGULATORY FILING SYSTEM**

August 13, 2007

Ms. Sandra J. Paske  
Secretary to the Commission  
Public Service Commission of Wisconsin  
610 North Whitney Way  
Post Office Box 7854  
Madison, WI 53707-7854

Re: Application for approval of a Collocation Agreement between CenturyTel of Wisconsin, LLC and Norlight Telecommunications, Inc.

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a fully executed copy of the Collocation Agreement between CenturyTel of Wisconsin, LLC and Norlight Telecommunications, Inc. The effective date of this agreement is July 1, 2007.

I have been authorized by Norlight Communications, Inc. to submit for Commission approval pursuant to Section 251(e) the attached Collocation Agreement.

I hereby certify that a copy of this filing has been served via U.S. mail as follows:

Norlight Telecommunications, Inc.  
ATTN: John Chuang, Corporate Counsel  
8829 Bond Street  
Overland Park, KS 66214  
Phone: 913.754.3339  
Fax: 812.759.1647

Ms. Sandra J. Paske  
August 13, 2007  
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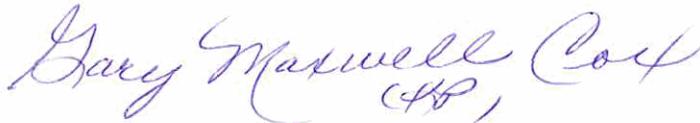
Re: Application for approval of a Collocation Agreement between CenturyTel of Wisconsin, LLC and Norlight Telecommunications, Inc.

With a copy to:

Norlight Communications, Inc.  
ATTN: Collocation Manager  
3701 Communications Way  
Evansville, IN 47715

If you have any questions, please call me at 318-330-6745.

Sincerely,

A handwritten signature in blue ink that reads "Gary Maxwell Cox" with "Cox" written in a larger, more stylized font. Below the name, there are initials "GMC" in a smaller, cursive script.

/s/ Gary Maxwell, "Max" Cox  
Director, Carrier Relations Support

Attachment

## COLLOCATION AGREEMENT

THIS AGREEMENT is made as of the 1st day of July, 2007, (the "Effective Date") between CenturyTel of Wisconsin, LLC, a Louisiana limited liability company, whose address for purposes of this agreement is 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel") and Norlight Telecommunications, Inc., a Wisconsin corporation, whose address for purposes of this agreement is 13935 Bishops Drive, Brookfield, WI 53005 ("Customer"). CenturyTel and Customer are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

### RECITALS

WHEREAS, CenturyTel owns or leases certain premises (the "Premises") which are described in certain Collocation Schedules attached hereto and made a part hereof; and,

WHEREAS, Customer is a Telecommunications Carrier as defined by the Communications Act of 1934, and as amended by the Telecommunications Act of 1996 ("Act"); and

WHEREAS, Customer desires to have access to certain of the Premises to install and operate its telecommunications equipment and cabling (the "Equipment") and to interconnect the Equipment with CenturyTel's telecommunications network (the "CenturyTel Network") pursuant to Section 251(c) of the Act; and,

WHEREAS, CenturyTel is willing to grant Customer a license to occupy a portion of the Premises upon the terms and conditions of this Agreement.

### NOW, THEREFORE,

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

- I. LICENSE. CenturyTel hereby grants to Customer a non-exclusive license to locate, install, maintain, monitor, operate, replace, repair and remove (collectively "locate") the Equipment, in space on the Premises ("the Space"),

using electrical power in the Space (“the Power”), the Equipment, Space and Power all as more fully described on each attached Collocation Schedule, attached hereto, together with any exhibits, all made a part hereof by reference.

- II. CUSTOMER’S UNDERTAKINGS. CenturyTel and Customer agree as follows:
- A. Customer shall arrange for the inside delivery of each unit of the Equipment to the Space at Customer’s sole cost and expense.
  - B. Customer shall provide CenturyTel with reasonable prior notice of the actual delivery date of the Equipment.
  - C. Customer shall install the Equipment at its sole expense and at no harm to the Space or the Premises, and without interfering in any way with CenturyTel’s use of the Premises for its own purposes. Customer shall install the Equipment at the premise in a safe condition acceptable to CenturyTel so as not to physically conflict or electrically interfere with the facilities placed therein or thereon, by CenturyTel or others. All installations shall be made in compliance with telecommunication industry standards, NEC and OSHA requirements. Customer’s Equipment shall be placed in accordance with CenturyTel’s requirements and specifications as communicated to Customer in writing. Any damage resulting from said installation shall be repaired promptly by Customer at its expense. It is further understood by and between the Parties that only authorized engineers or employees of Customer, or their approved contractors, shall be permitted to enter the CenturyTel Premises for purposes of Equipment installation.
  - D. Customer shall utilize only CenturyTel facilities for the provision of its telecommunications services.
  - E. Customer shall be responsible for obtaining at its own expense any and all local, state, and federal governmental permits and authorizations required for the construction, installation, maintenance, operation and/or repair of its Equipment.
  - F. Customer shall be liable for the payment of any fine or penalty from a third party that arises out of Customer’s use of the CenturyTel Premises.
- III. TERM. The term of this Agreement shall commence on the date first set forth on each individual Collocation Schedule (the “Commencement Date”) and, unless sooner terminated in accordance with the provisions of this Agreement, shall expire two years from the Commencement Date (the “Term”) of each individual Collocation Schedule.

- A. Voluntary Termination. Either Party shall have the right to terminate this Agreement in its entirety at any time by giving at least one hundred eighty (180) days written notice to the other Party. This Voluntary Termination provision is subject to any mandatory minimum term set forth in the Collocation Schedule attached hereto. Termination of this Agreement pursuant to this subsection does not absolve Customer's obligation for payment and/or reimbursement of any and all costs, whether recurring or non-recurring, owed to CenturyTel for provisioning of the Space and Power. Further, in the event that Customer has requested special, ICB-type construction and/or equipment to be provided by CenturyTel, any and all costs associated therewith shall be paid by Customer to CenturyTel by the termination date of the Agreement, if not previously remitted at the time of provisioning.
- B. Termination for Cause. In the event of failure of either Party to comply with any material obligation of this Agreement, the other Party shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of its intention to do so, specifying the default complained of. At the expiration of said 30 days, unless the Party in default shall have made good such default, the other Party shall have the right at its election to terminate this Agreement forthwith.
- C. Other Circumstances. This Agreement shall terminate upon the expiration or termination of the authority and/or right of CenturyTel to occupy CenturyTel's Premises, including, but not limited to, the sale or exchange of CenturyTel's Premises.

If by virtue of fire or other casualty, CenturyTel's Premises should become damaged or unusable by Customer for Customer's Equipment, or if Customer's Equipment should become so damaged as to be unusable by Customer, then this Agreement may be terminated immediately by mutual agreement of CenturyTel and Customer.

- D. End of Term. Upon termination of this Agreement, Customer shall promptly remove the Equipment from the Space. Customer shall surrender the Space in good order and repair, ordinary wear and tear and casualty excepted.
- E. Holdover. If, after expiration of the Term, Customer's Equipment remains located in the Space, and Customer continues to pay the applicable fee(s) without a written agreement, then such location of Customer's equipment shall be regarded as a month-to-month arrangement, at a monthly fee, payable in advance, equivalent to the last monthly fee paid under this Agreement, and subject to all the terms and conditions of this Agreement,

with the exception that either Party shall have the right to terminate this Agreement by giving at least one hundred and twenty days (120) prior written notice to the other Party.

- IV. COLLOCATION SCHEDULES. Attached to this Agreement are individual Collocation Schedules for each separate site where collocation will be established. Associated with each Collocation Schedule will be Facility Drawings, identified as "Exhibit 1"; Special Terms and Conditions (if applicable), identified as "Exhibit 2" and Dispatch Labor Charges (if applicable), identified as "Exhibit 3." Agreements for additional collocation sites may appended to this Agreement upon being dated and signed by CenturyTel and Customer and these Collocation Schedules, together with the terms of this Agreement, shall collectively constitute the entire agreement between the Parties with respect to Collocation Space.
- A. Collocation shall be provided on a nondiscriminatory basis, on a "first-come, first served" basis, and otherwise in accordance with the requirements of the Act.
- B. Types of Collocation
1. Single Caged. A single caged arrangement is a form of caged collocation, which allows Customer to lease caged floor space to house their equipment to within CenturyTel's central offices , where technically feasible, pursuant to this Agreement.
  2. Cageless. Cageless collocation is a form of collocation in which Customer can place their equipment in CenturyTel's central offices , where technically feasible. A cageless collocation arrangement allows Customer to install equipment in single bay increments in an area designated by CenturyTel. The equipment location will be designated by CenturyTel and may vary based on individual central office . Customer equipment will not share the same equipment bays with CenturyTel equipment unless virtual collocation is requested.
- C. Collocation intervals. All requests for Collocation are evaluated on a central office application basis. Within ten (10) days of the receipt of CenturyTel from Customer of a Bona Fide Request ("BFR") for Collocation, CenturyTel will notify Customer whether the sufficient floor space is available in the requested Wire Center. Within thirty (30) days of the receipt of CenturyTel from Customer of a BFR, CenturyTel will provide to Customer a written quotation containing all non-recurring and recurring charges for the requested Collocation space arrangement. Within ninety (90) days of the acceptance of the quotation by Customer,

the construction of the necessary cage enclosure shall be completed., unless the parties agree to extend this interval. Once the leased floor space is complete and acceptable to Customer, it will be made available to Customer for installation of its collocated equipment and billing will commence.

V. MAINTENANCE OF EQUIPMENT BY CUSTOMER.

- A. Customer shall, at its own expense, maintain the Equipment while located in or on the Space in a safe condition and in good repair, and in a reasonable manner suitable to CenturyTel so as not to conflict with any use of the Premises by CenturyTel. The Equipment is and shall remain the personal property of Customer notwithstanding the fact that it may be affixed or attached to the Premises, and shall, during the term of this Agreement or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Customer. Any damage resulting from such removal shall be repaired by Customer at its expense.
- B. The Parties agree that Customer is the owner of the Equipment and that CenturyTel shall have no right, title or interest therein, except as expressly provided in this Agreement. Upon the giving of ninety (90) days advance notice to Customer, CenturyTel may require Customer to relocate the Equipment to other space within the Premises to fulfill its common carrier obligations. In such event, CenturyTel shall reimburse Customer for the actual costs of such relocation.

VI. ACCESS. CenturyTel will permit Customer's employees, agents, consultants and contractors to have direct access to Customer's Equipment and Space on a twenty-four (24) hours a day, seven (7) days a week basis, subject to the following terms and conditions:

- A. Persons Entitled to Access. Only authorized employees, agents, consultants and contractors of Customer shall be permitted to access the Equipment and Space.
- B. Installation Permits and Standards. Customer shall be responsible for obtaining at its own expense any and all local, state, and federal governmental permits and authorizations required for the construction, installation, maintenance, operation and/or repair of Customer's Equipment and Space.
- C. Compliance with Safety and Security Requirements. All employees, agents, or contractors of Customer must comply with any and all policies and practices of CenturyTel, communicated to Customer,

pertaining to fire, safety, and security, including but not limited to access monitoring systems, identification badges, and protective clothing/headgear requirements.

- D. Use of Common Areas. Where the access to Customer's Equipment and Space is through a common building entrance and/or other common areas of the Premises must be used to access Customer's Equipment and Space (e.g., elevators, unrestricted corridors, etc), Customer shall be afforded reasonable use of such common areas or facilities. However, CenturyTel may restrict access to such areas or facilities on grounds of security, and CenturyTel may require that a CenturyTel employee accompany Customer's personnel or representatives. CenturyTel shall impose any such requirement in such a manner so as not to unnecessarily delay or hinder the twenty-four hours a day, seven days a week access to Customer's Equipment and Space.
- E. Notice of Construction, Repair or Removal. Customer shall provide CenturyTel at least ten (10) calendar days prior notice of any construction, installation or removal of Customer's Equipment, as well as any scheduled maintenance or upgrade to any of Customer's Equipment that (a) involves the installation, repair or removal of connecting cables located in a CenturyTel equipment room, (b) might require drilling into any walls, ceiling or floor of CenturyTel's Premises, or (c) other substantive construction work.
- F. Right to Deny Access and/or Stop Work. CenturyTel reserves the right to deny access to CenturyTel's Premises to any of Customer's employees, agents, consultants or contractors due to such person or entity's lack of required authorization or qualification, falsification of records, violation of CenturyTel's reasonable fire, safety or security practices and policies, or for other reasonable cause. In addition, CenturyTel reserves the right to immediately stop any or all work or other activities on CenturyTel's Premises that violates any of its reasonable safety standards, or as deemed necessary by CenturyTel in its reasonable discretion to prevent personal injury or property damage.
- G. CenturyTel Inspections. CenturyTel shall have the right, upon not less than twenty-four (24) hours prior written notice to Customer, to access Customer's Equipment and Space to perform periodic inspections to ensure compliance with (a) any of CenturyTel's installation, safety and security practices and policies and (b) any and all applicable regulations and standards of OSHA, the Environmental Protection Agency or any other governmental authority related to fire, safety, health and/or environmental safeguards.

- H. Emergency Access. CenturyTel shall be entitled to enter Customer's Space and access Customer's Equipment at any time and on less than twenty-four (24) hours prior notice if and to the extent it becomes immediately necessary to allow CenturyTel to: (a) react to emergencies; (b) maintain the building operating systems at CenturyTel's Premises; and/or (c) ensure compliance with any policies, regulations and standards of CenturyTel, OSHA or any other governmental authority related to fire, safety, health and environment safeguards.

In the event that the Premises is not operated by CenturyTel on a twenty-four (24) hours a day, seven (7) days a week basis, and it is necessary for CenturyTel to enter Customer's Space and access Customer's Equipment in accordance with this Emergency Access provision, then the applicable CenturyTel dispatch procedures and charges shall apply.

- I. Access Cards/Identification. CenturyTel shall provide Customer access cards to the Premises for a reasonable number of Customer appointed individuals. All Customer employees, agents, and contractors requesting access to the Premises are required to have a photo identification card, which identifies the person by name and the name of the Customer. The ID must be worn on the individual's exterior clothing while on the Premises.

Customer is required to immediately notify CenturyTel by the most expeditious means, when any Customer employee, agent or contractor with access privileges to the Premises is no longer in its employ, or when access cards are lost or stolen or not returned by an employee, agent or contractor no longer in its employ. Customer shall immediately retrieve and return to CenturyTel all access cards upon termination of employment of an employee. Customer shall be responsible for the reasonable replacement cost of access cards when lost or stolen or upon failure of it or its employee, agent or contractor to return them to CenturyTel.

## VIII. FEES.

- A. Amount and Frequency of Agreement Payments. Customer shall pay to CenturyTel monthly in advance the fee(s) specified in each individual Collocation Schedule beginning on the Commencement Date and continuing on the first day of each calendar month thereafter throughout the term of this Agreement. In the event that the Commencement Date or the termination date of this Agreement are not

on the first day of the month, then the fees for such month shall be pro-rated based upon a thirty (30) day month.

- B. Manner of Payment. All fee payments shall be made payable to CenturyTel and sent to the following address:

CenturyTel of Wisconsin, LLC

P.O. Box 6000

Monroe, Louisiana 71203

Customer shall owe a late charge with respect to each Agreement fee that is not received by CenturyTel within ten (10) days of its due date (“delinquent payment”). Each delinquent payment shall bear interest from the due date until paid at the rate of one and one-half percent (1.5%) per month, or, if lower, the highest rate allowed by law.

- IX. INDEMNIFICATION. Customer shall defend, indemnify and hold harmless CenturyTel, its agents, contractors, officers, directors and employees from and against any and all claims, including injury or death to persons (including claims from employees of Customer), or damage to property, both real and personal, which may arise out of: (a) the presence of Customer’s Equipment, employees, contractors or agents at the Premises or in the Space; (b) the installation or removal of the Equipment from the Space; (c) any inherent defects in the Equipment; and (d) the negligent or intentional acts or omissions of Customer, its agents, employees or contractors.

CenturyTel shall defend, indemnify and hold harmless Customer, its agents, contractors, officers, directors and employees from and against any and all claims, including injury or death to persons (including claims from employees of CenturyTel), or damage to property, both real and personal, which may arise out of claims from the negligent or intentional acts or omissions of CenturyTel, its agents, employees or contractors.

CenturyTel shall indemnify and hold harmless Customer from all claims by CenturyTel’s subscribers or customers.

Customer shall indemnify and hold harmless CenturyTel from all claims by Customer’s subscribers or customers.

- X. CENTURYTEL’S LIABILITY. EXCEPT AS SET FORTH IN SECTION IX. INDEMNIFICATION, NO LIABILITY SHALL ATTACH TO CENTURYTEL FOR DAMAGES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OR ITS PROVISION OF SERVICES HEREUNDER IN THE ABSENCE OF WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. SUBJECT TO THE

PROCEEDING PROVISION AND TO THE PROVISIONS FOLLOWING, CENTURYTEL'S LIABILITY ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT OR ITS PROVISION OF SERVICES HEREUNDER SHALL NOT EXCEED AN AMOUNT EQUAL TO THE PROPORTIONATE CHARGE FOR THE SERVICE BY CENTURYTEL FOR THE PERIOD DURING WHICH SERVICE WAS AFFECTED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING WITHOUT LIMITATION LIABILITY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, ACTUAL, PUNITIVE OR OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT. CENTURYTEL MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUITABILITY OF USE, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR PURPOSE OF THE SERVICES PROVIDED OR CENTURYTEL'S PERFORMANCE HEREUNDER, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

- XI. INSURANCE. Throughout the term of this Agreement, Customer shall obtain and maintain at its own expense the following insurance with insurance companies authorized to do business in the State of Wisconsin: (i) all risk property insurance covering the Equipment; (ii) commercial general liability (including products and completed operations liability and broad form property damage) insurance covering the Equipment and the contractual liability of Customer under this Agreement in the form and with insurers reasonably satisfactory to CenturyTel and with a minimum limit of Two Million Dollars (\$2,000,000.00) per occurrence for personal injury, bodily injury and property damage; (iii) Worker's Compensation in accordance with the laws of the State of Wisconsin; (iv) Employer's Liability with a minimum amount of One Million Dollars (\$1,000,000.00); (v) automobile liability with a minimum amount of One Million Dollars (\$1,000,000.00) combined single limit; and (vi) excess liability, umbrella form, with respect to commercial general liability, employer's liability and automobile liability with a minimum of One Million Dollars (\$1,000,000.00).

Such insurance policies shall, without limitation, cover claims resulting from the operations of subcontractors and Customer shall require any and all subcontractors to procure and maintain in good standing the same types of insurance required by Customer specifically including contractual indemnification in favor of CenturyTel and Customer.

Property and liability policies to be carried by Customer under this Agreement shall name CenturyTel as an additional insured. A certificate of such insurance shall be delivered to CenturyTel within ten (10) days after execution

of this Agreement by Customer. Renewals thereof shall be delivered to CenturyTel at a minimum of ten (10) days prior to the expiration of any such policies. Each policy shall contain an endorsement requiring thirty (30) days written notice from the insurance company to CenturyTel prior to cancellation or material change to the policy.

Further, Customer waives and will require all of its insurers to waive all rights of subrogation against CenturyTel (including CenturyTel's parent Corporation and any other affiliated and/or managed entity), its directors, officers and employees, agents or assigns, whether in contract, tort (including negligence and strict liability) or otherwise.

- XII. RENEWAL OPTIONS. Customer shall have the option to renew the term of this Agreement for a mutually agreed upon monthly fee and upon other terms and conditions mutually agreeable to the Parties, one of which shall be the requirement for Customer to renew or execute a Service Contract with CenturyTel. The option to renew shall be applicable for two (2) successive periods of two (2) years each ("Renewal Periods"). Customer shall exercise the option by giving written notice of its election to CenturyTel at least ninety (90) days prior to the expiration of the original term hereof or any applicable Renewal Period.
- XIII. ASSIGNMENT. Customer may not assign this Agreement or any rights or obligations hereunder without the prior written consent of CenturyTel, which consent shall not be unreasonably withheld or denied.
- XIV. NOTICES. All statements, notices or communications to be given under this Agreement shall be in writing and delivered by hand against receipt or sent by certified mail, registered mail or Express Mail Service, with postage prepaid and return receipt requested, or other nationally utilized overnight delivery service, or by facsimile and addressed as follows:

If to CenturyTel:

CenturyTel of Wisconsin, LLC  
ATTN: Collocation Manager  
100 CenturyTel Drive  
Monroe, Louisiana 71203  
Telephone number: (318) 388-9000

If to Customer:

Norlight Telecommunications Inc,  
Attn: Legal  
8829 Bond St.  
Overland Park, KS 66214  
Telephone: (913) 754-3339

With a copy to:

Norlight Telecommunications, Inc.  
Attn: Collocation Manager  
3701 Communications Way  
Evansville, IN 47715

or at such other address as from time designated by notice pursuant hereto by the Party receiving the notice.

- XV. QUIET ENJOYMENT. CenturyTel covenants and agrees with Customer that upon paying the fee and observing and performing all the terms, covenants and conditions required to be observed and performed by Customer hereunder, Customer may peacefully and quietly enjoy the Space subject to the terms and conditions of this Agreement.
- XVI. COMPLIANCE WITH STATUTES AND REGULATIONS. Customer hereby warrants and represents that any of the Equipment placed in the Space or on the Premises shall be installed, operated and maintained in accordance with the requirements and specifications of the safety codes of the State in which the Premises are located, or any amendments or revisions thereto, and in compliance with any rules or orders now in effect, or that hereafter may be issued by the Federal Communications Commission.

The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC and the Wisconsin Public Service Commission as of the Effective Date ("Applicable Law"). In the event of any amendment of the Act, any effective legislative action or any effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which revises, modifies or reverses the Applicable Rules (individually and collectively, "Amended Rules"), either Party may, by providing written notice to the other Party, require that the affected provisions of this Agreement be renegotiated in good faith and this Agreement shall be amended accordingly within sixty (60) days of the date of the notice to reflect the terms and conditions of each such Amended Rules relating to any of the provisions in this Agreement.

- XVII. ENTIRE AGREEMENT SEVERABILITY. This Agreement, together with all schedules and exhibits thereto, embodies the entire agreement between the

Parties relating to the subject matter hereof. It may not be amended, modified or terminated except as provided herein or by other written agreement between the Parties. If any provision herein is determined by a court of competent jurisdiction to be invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions.

- XVIII. PARTIES BOUND BY AGREEMENTS. Subject to the provisions hereof, this Agreement shall extend to and bind the successors and assigns of the Parties hereto.
- XIX. NOT A LEASE; NO RIGHT TO SUBLEASE. Customer understands and agrees that this Agreement is not intended to and shall not be deemed to grant Customer any property rights in the CenturyTel space. In the event, however, that this Agreement is construed by the owner of the Building in which the Premises are located to be such a grant, Customer agrees to either enter into an agreement with the owner of the Building, or promptly remove the Equipment upon request of CenturyTel. Customer further understands and agrees that it may not sublease any of the Space, or otherwise make it available to any third party, except subject to the express written consent of CenturyTel, which shall not be unreasonably withheld.
- XX. GOVERNING LAW. This Agreement shall be deemed to have been executed and delivered in the State of Wisconsin and shall be governed by and construed in accordance with the laws of the State of Wisconsin without regard to its choice of law provisions.
- XXI. FORCE MAJEURE. Neither Party shall be deemed liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from force majeure, including, but not limited to: fire, flood, water, the elements, explosions, acts of God, war, accidents, labor disputes, strikes, shortages of equipment or suppliers, unavailability of transportation or other cause beyond the reasonable control of the Party delayed or prevented from performing.
- XXII. WAIVER. No delay or failure by either Party to enforce any term or provision of this Agreement shall be construed to be a waiver of the right to enforce such term of provisions subsequently.
- XXIII. ATTORNEY'S COSTS AND FEES. If either party should bring any legal action to enforce any term or provision of this Agreement, or to obtain damages or relief for the violation of any term or provision of this Agreement, and prevails on said legal action and is specifically awarded attorneys costs and fees, that party shall be entitled to the recovery of all costs and reasonable attorney's fees in accordance with the applicable ruling or settlement between the parties.

XXIV. SECTION HEADINGS. Section headings have been inserted solely for convenience of reference and are not to be construed or interpreted as a part of the substance of this Agreement.

XXV. FURTHER ASSURANCES. Each of the Parties hereby agrees to promptly execute and deliver such further instruments and documents, and to take all such further actions, as may be reasonably requested by the other Party at any time and from time to time as necessary or desirable (a) to enable the other Party to exercise and enforce its rights and remedies hereunder or (b) otherwise to effectuate the purposes and intent of this Agreement.

XXVI. USE BY CUSTOMER.

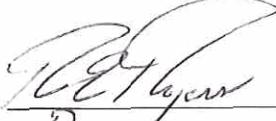
- A. Customer shall use the Space and Power solely for the purpose specified herein. Customer shall not make available to any person or entity any product or service that uses the Premises and Space and Power conflicting with, or causing or likely to be causing, a breach of any provision of this Agreement. Customer represents and warrants that it has all consents and authorizations necessary for Customer to enter into this agreement use the Premises and Space and Power as provided herein.
- B. Customer acknowledges and agrees that CenturyTel is the incumbent local exchange carrier, as such term is defined in 47 USC Section 251(h), with respect to CenturyTel's local exchange service areas. In the event Customer desires to provide local exchange services to or within such service areas and use the Premises and Space and Power for the transport of traffic originating in such service areas, then Customer shall, prior to any such use, request to obtain the right for such use from CenturyTel in accordance with 47 USC Section 251 and 252, and other applicable law. In no event shall Customer use the Premises and Space and Power for such use prior to execution by CenturyTel and Customer of an interconnection agreement pursuant to 47 USC Sections 251 and 252. Nothing in this Section XXVI (B) shall limit the generality of the provisions of Section XXVI (A).

Nothing in this Agreement shall (i) be deemed to be a waiver of any rights of CenturyTel under the Communications Act of 1934, as amended, or the Telecommunications Act of 1996, including without limitation all rights of CenturyTel under 47 USC Section 251(f), or (ii) obligate CenturyTel to enter into any interconnection agreement, except as may be required by applicable law.

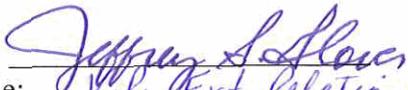
XXVII. COUNTERPARTS. This Agreement may be signed in one or more counterparts, each of which shall be deemed to constitute an original and but one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement effective on the Commencement Date.

Norlight Telecommunications, Inc.

By:   
Title: PRESIDENT  
Date: 7/13/07

CenturyTel of Wisconsin, LLC

By:   
Title: V.P. Ext. Relations  
Date: Aug. 1, 2007

## COLLOCATION SCHEDULE A

This Collocation Schedule is effective for the designated Collocation Site as of this date, July 1, 2007, and is subject to all terms and conditions of the master Collocation Agreement between CenturyTel and Customer dated July 1, 2007.

- 1) Address of Collocation Site:  
206 5<sup>th</sup> Avenue South (5<sup>th</sup> and Jay Streets)  
La Crosse, Wisconsin 54601
  
- 2) Monthly Recurring Fees  
180 amps of DC Power per Month\* = \$2,955.12  
2007-400 caged sq. ft. @ \$7.00 per Month = \$2,800.00  
2008-400 caged sq. ft. @ \$8.00 per Month = \$3,200.00  
2009-400 caged sq. ft. @ \$9.61 per Month = \$3,844.00

**\*Note: This Agreement is subject to a mandatory minimum term of 24 months and may not be terminated pursuant to Section (III)(A) herein prior to the conclusion of the mandatory minimum term.**

- 3) Escort Services- Escort service is [ ]Required [X]Optional each time Customer obtains access to this Space and Power facility.
  
- 4) Minimum Term (2) Years
  
- 5) Exhibits to this Space and Power Schedule depict the actual Space and Power facilities, work tasks and applicable special terms and conditions and dispatch labor charges and collectively are contained within the framework of this agreement.

CUSTOMER:

By   
Date 7/13/07

CenturyTel:

By   
Date Aug. 1, 2007

**EXHIBIT 1 TO COLLOCATION SCHEDULE A**

FACILITY DRAWINGS  
(to be attached)

## EXHIBIT 2 TO COLLOCATION SCHEDULE A

General Description of CenturyTel Work Tasks:

To be determined

General Description of Customer Work Tasks:

To be determined

Special Terms and Conditions:

Facilities collocation customers must:

- Adhere to CenturyTel facilities interconnection policies.
- Furnish CenturyTel with a one year forecast of space, power and entrance facility requirements.
- Give 24 hour prior notification to CenturyTel for escorted location access (except in emergency situations).
- Have equipment that conforms to CenturyTel equipment installation procedures.
- Negotiate with CenturyTel for the provision of inside wire when required.
- Give ten (10) business days prior notification to CenturyTel of dates for equipment shipment to either existing or new locations.
- Ensure that all customer equipment shipped to the location must require inside delivery and be clearly labeled and contain all necessary documentation (CenturyTel does not have available the necessary equipment to move large items).
- Alert the technical staff when a visual inspection is required and provide direction to the staff who are performing routine technical assistance.
- Provide their own rack-mounted AC power back-up (where desired).
- Make a conscious decision on the option of locking cabinets and open racks.
- Understand that agreements are coterminous.

**EXHIBIT 3 TO COLLOCATION SCHEDULE A**

Dispatch Labor Charges:

|                                     |          |
|-------------------------------------|----------|
| Engineering per 1/2 hour - Basic    | \$51.23  |
| Engineering per 1/2 hour - Overtime | \$76.85  |
| Engineering per 1/2 hour - Premium  | \$102.47 |
| Technician per 1/2 hour - Basic     | \$39.38  |
| Technician per 1/2 hour - Overtime  | \$59.08  |
| Technician per 1/2 hour - Premium   | \$78.77  |

**Standard Technical Support:**

**Technical Support Plus:** To be determined if offered

**Customized Technical Support:** To be determined if offered