CENTURYTEL

August 26, 2008

Via PSC Electronic Regulatory Filing System

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

Re: Application for Approval of a Traffic Exchange Agreement between CenturyTel of Northern Wisconsin Wisconsin, LLC, and Momentum Telecom, Inc.

Dear Ms. Paske:

CenturyTel hereby requests approval pursuant to 47 USC §252(e) of the Traffic Exchange Agreement between CenturyTel of Northern Wisconsin, LLC and Momentum Telecom, Inc.

I have been authorized by Momentum Telecom, Inc. to submit for Commission approval, pursuant to 47 USC §252(e) the attached Traffic Exchange Agreement.

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

Momentum Telecom, Inc.
ATTN: Rick Richardson
General Counsel
2700 Corporate Drive, Suite 200
Birmingham, AL 35242
205-978-4411 – telephone
205-978-3403 - facsimile

If you have any questions, you may contact me at 903-792-3499 or Kate Proctor at 608-796-5407

Sincerely yours,

Susan Smith
(KP)

/s/ Susan Smith
Director of External Affairs

SS:kp
Attachments

Re: Application for Approval of a Traffic Exchange Agreement between CenturyTel of Northern Wisconsin, LLC and Momentum Telecom, Inc.

cc: Ken.Barth@psc.state.wi.us

Rick Richardson – Momentum Telecom, Inc.
Teri Hennington – Momentum Telecom, Inc.
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TRAFFIC EXCHANGE AGREEMENT

BETWEEN

CENTURYTEL OF NORTHERN WISCONSIN, LLC

AND

MOMENTUM TELECOM, INC

IN THE STATE OF WISCONSIN

TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement (the "Agreement") is by and between CenturyTel of Northern Wisconsin, LLC with the address for purposes of this Agreement at 100 CenturyTel Drive, Monroe, Louisiana 71203 ("CenturyTel"), and Momentum Telecom, Inc. ("Momentum"), in its capacity as a certified Provider of local two-way wireline dial-tone service, with its address for purposes of this Agreement at 2700 Corporate Drive, Suite 200, Birmingham, AL 35242(CenturyTel and Momentum being referred to collectively as the "Parties" and individually as a "Party"). This Agreement covers services in the State of Wisconsin only (the "State").

WHEREAS, connection between Local Exchange Carriers (LECs) is necessary and desirable for the mutual exchange and termination of traffic originating on each LEC's network; and

WHEREAS, the Parties desire to exchange such traffic and related signaling in a technically and economically efficient manner at defined and mutually agreed upon connection points; and

WHEREAS, the Parties wish to enter into an agreement to interconnect their respective telecommunications networks on terms that are fair and equitable to both Parties; and

WHEREAS, Section 251 of the Telecommunications Act of 1996 (the "Act") imposes specific obligations on LECs with respect to the interconnection of their networks;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CenturyTel and MOMENTUM hereby covenant and agree as follows:

ARTICLE I

SCOPE AND INTENT OF AGREEMENT

1.0 PURPOSE OF THE AGREEMENT

Pursuant to this Agreement, the Parties will extend certain arrangements to one another within each area in which they both operate within the State for purposes of connection and the exchange of Local Traffic between their respective end-user customers. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. The Parties agree that their entrance into this Agreement is without prejudice to and does not waive any positions they may have taken previously, or may take in the future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements and/or matters related to either Party's cost recovery covered in this Agreement. The Parties agree to negotiate reciprocal terms and conditions based on this Agreement.

The services and facilities to be provided to MOMENTUM by CenturyTel in satisfaction of this Agreement may be provided pursuant to CenturyTel tariffs and then current practices. Should such services and facilities be modified by tariff or by an effective Order, including any modifications resulting from other effective Commission proceedings, federal court review or other judicial action, and unless otherwise specified herein, the Parties shall cooperate with one another for the purpose of incorporating required modifications into this Agreement.

2.0 INTENT OF THE AGREEMENT

Whereas Sections 251 and 252 of the Telecommunications Act of 1996, as amended from time to time, impose specific obligations on the Parties to interconnect with each other's networks and access to certain services and facilities, the terms and conditions contained in this Agreement are intended to set forth the specific arrangements and services by which the Parties will discharge their respective obligations under Applicable Law.

CenturyTel represents and warrants that it is a "rural telephone company" as that term is defined in the Act, 47 U.S.C. 153. Pursuant to Section 251 (f)(1) of the Act, CenturyTel is exempt from Section 251 (c) of the Act. Notwithstanding such exemption, CenturyTel has entered into and accepted this Agreement for purposes of exchanging local traffic and interconnection as provided herein. The Parties' execution of the Agreement does not in any way constitute a waiver or limitation of their respective rights under the Act.

Momentum represents and warrants that it is a wholesale provider of local Telephone Exchange Service in one or more Local Calling Areas.

ARTICLE II

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, in case of any interpretation question, the standard definitions in CenturyTel's Section 251 Interconnection agreement template as set forth in Appendix B attached to this Agreement and made a part hereof shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in Appendix B and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

ARTICLE III

GENERAL PROVISIONS

1. Scope of General Provisions.

Except as may otherwise be set forth in a particular Article or Appendix of this Agreement, in which case the provisions of such Article or Appendix shall control, these General Provisions apply to all Articles and Appendices of this Agreement.

2. Term and Termination.

2.1 Term.

Subject to the termination provisions contained in this Agreement, the term of this Agreement shall be for a period of three (3) years from the Effective Date of this Agreement as defined in Section 36. This Agreement shall not continue past the then-current term unless CenturyTel gives MOMENTUM written notice of an offered extension period, which extension shall be effective at the end of the then-current term ("Termination Date"). MOMENTUM must agree in writing to the notice of extension from CenturyTel. To ensure a continuing relationship, MOMENTUM shall request negotiation for a new agreement no later than 180 days prior to the Termination Date. MOMENTUM may at any time request that CenturyTel extend this Agreement past the Termination Date and CenturyTel reserves the right, with reasonable justification, to deny such a request and require negotiation of a new agreement pursuant to Sec 251 (c)(1) of Title 47 of the U. S. Code.

2.2 Post Termination Arrangements.

Except in the case of termination as a result of either Party's Default under Section 2.3 below, or a termination upon sale, pursuant to Section 2.5, for service arrangements made available under this Agreement and existing at the time of termination, those arrangements may continue:

(a) As if under this Agreement, if either Party has requested negotiations for a new agreement, (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the Termination Date, whichever is earlier, unless otherwise agreed by the Parties.

(b) If this Agreement is not continued pursuant to subsection (a) preceding under (i) a new agreement voluntarily executed by the Parties; (ii) standard terms and conditions approved and made generally effective by the Commission, if any; (iii) tariff terms and conditions made generally available to all Local Providers.

2.3 Termination Upon Default.

Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party; *provided however*, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within twenty (20) Business Days of receipt of written notice thereof. Following the non-defaulting Party's notice to the defaulting Party of its Default, the non-defaulting Party shall not be required to process new service orders until the Default is timely cured. Default is defined to include:

(a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or

(b) A Party's Certificate of Operating Authority has been revoked by the Commission, or

(c) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms or conditions of this Agreement.

2.4 Termination Upon Ordering and Implementation Inactivity.

Notwithstanding anything to the contrary contained herein, CenturyTel may terminate this Agreement in the event MOMENTUM has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to MOMENTUM customers within one (1) year from the Effective Date of this Agreement.

2.5 Termination Upon Sale.

Notwithstanding anything to the contrary contained herein, a Party may terminate this Agreement as to a specific operating area or portion thereof if such Party sells or otherwise transfers the area or portion thereof to a non-affiliate. The selling or transferring Party shall provide the other Party with at least sixty (60) Business Days' prior written notice of such termination, which shall be effective on the date specified in the notice. Notwithstanding termination of this Agreement as to a specific operating area, this Agreement shall remain in full force and effect in the remaining operating areas.

2.6 Liability Upon Termination.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination.

3. Amendments.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

4. Assignment.

Any assignment by either Party of any right, obligation, or duty, in whole or in part, or of any interest, without the written consent of the other Party shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a Subsidiary or Affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party, and the other Party being reasonably satisfied that the assignee is able to fulfill the assignor's obligations hereunder.

5. Authority.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement. Each Party represents he or she has had the opportunity to consult with legal counsel of his or her choosing and MOMENTUM has not relied on CenturyTel counsel or on representations by CenturyTel personnel not specifically contained in this Agreement, in entering into this Agreement

6. Responsibility for Payment.

CenturyTel may charge MOMENTUM and MOMENTUM will pay CenturyTel a deposit before CenturyTel is required to provide services under this agreement, if CenturyTel so deems a deposit appropriate after examination of MOMENTUM's payment and/or credit history. Such deposit will be calculated based on CenturyTel's estimated two-month charges to MOMENTUM. Deposits may be modified from time to time based on actual billing history and the credit rating of MOMENTUM. Notwithstanding the foregoing, if MOMENTUM establishes a consecutive twelve (12) month prompt payment history, or if this Agreement is terminated, the deposit, plus accrued interest to a cash deposit, if applicable, will be applied to MOMENTUM's account. Notwithstanding the foregoing, in the event that CenturyTel is holding a security deposit under this Agreement at the time the Parties enter into a subsequent agreement containing a provision for payment of deposits, CenturyTel may continue to hold the deposit in accordance with such terms in the subsequent agreement. Interest will be paid on returned cash deposits in accordance with state requirements for end user deposits.

7. CLEC Profile.

Before direct connection orders can be taken, the CLEC Profile in the form provided by CenturyTel must be completed by MOMENTUM and returned to CenturyTel; and, if required, by CenturyTel, an advanced deposit paid. Among other things MOMENTUM will provide CenturyTel with its Operating Company Number (OCN), Company Code (CC), and Customer Carrier Name Abbreviation (CCNA) as described in the CenturyTel Service Guide and as required for ordering services under this Agreement, MOMENTUM agrees to warrant to CenturyTel that it is a certified provider of telecommunications service in the State. MOMENTUM will document its Certificate of Operating Authority on the CLEC Profile and agrees to promptly update this CLEC Profile as required to reflect its current certification.

8. Contact Exchange.

The Parties agree to exchange and to update contact and referral numbers for orders, inquiry, trouble reporting, billing inquiries, and information required to comply with law enforcement and other security agencies of the local, State and Federal governments.

9. Ordering and Electronic Interface.

Manual interface is currently being used for MOMENTUM to order services, and it includes facsimile orders and E-mail orders in accordance with the CenturyTel Service Guide. Conventional electronic ordering interface is not currently available. If CenturyTel later makes electronic interface ordering available to MOMENTUM, then the Parties agree that, to the extent practicable, electronic interface will be used by MOMENTUM for ordering services and manual interface will be discontinued.

10. Billing and Payment.

Except as provided elsewhere in this Agreement and where applicable, in conformance with Multiple Exchange Carrier Access Billing (MECAB) guidelines and Multiple Exchange Carriers Ordering and Design Guidelines for Access Services-Industry Support Interface (MECOD), MOMENTUM and CenturyTel agree to exchange all information to accurately, reliably, and properly order and bill for features, functions and services rendered under this Agreement.

10.1 Back Billing.

Neither Party will bill the other Party for previously unbilled charges for services that were provided longer ago than one (1) year.

10.2 Dispute.

If one Party disputes a billing statement issued by the other Party, the billed Party shall make reasonable efforts to notify Provider in writing regarding the nature and the basis of the dispute within ninety (90) calendar days of the bill date or the dispute shall be waived, subject to any State regulatory requirements. Notwithstanding the foregoing, the billed Party shall have one (1) year from the bill date to perform internal billing audits related to charges billed by the billing Party. Where the Parties mutually agree that an over-billing was made by the billing Party, the billing Party shall refund such over-billed amounts to the billed Party. Such refunds shall not be required for amounts that appeared on billing statements that were issued more than one (1) year prior. The Parties shall diligently work toward resolution of all billing issues. Notwithstanding the foregoing, if Provider notifies Party of the unpaid charges the dispute provisions thereof shall prevail.

10.3 Late Payment Charge.

If any undisputed amount due on the billing statement is not received by Provider on the payment due date, Provider shall calculate and assess, and Customer agrees to pay, at Provider's option, a charge on the past due balance at an interest rate equal to the lower amount of 1½% charge per month, or the maximum nonusurious rate of interest permitted to be billed to end user customers under applicable law. Such late payment charges shall be included on the Provider's next statement.

10.4 Due Date.

Payment is due thirty (30) calendar days from the bill date.

10.5 Audits.

10.5.1 In General

Either Party may conduct an audit of the other Party's books and records pertaining to the Services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with

the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10.5.2 Traffic Audits.

On thirty (30) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CenturyTel and MOMENTUM shall retain records of call detail for a minimum of nine (9) months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter for which the audit was completed, the usage for the quarter prior to the completion of the audit, and the usage for the two quarters following the completion of the audit. If, as a result of an audit either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

11. Binding Effect.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12. Capacity Planning and Forecasting.

Within twenty (20) Business Days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to, number portability and interconnection services. CenturyTel may delay processing MOMENTUM service orders should the Parties not perform obligations as specified in this Section 12, except that CenturyTel shall not delay such order processing if CenturyTel fails to timely meet its obligations in this Section 12. Such responsibilities shall include but are not limited to the following:

12.1 The Parties will establish periodic reviews of network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.

12.2 MOMENTUM will furnish to CenturyTel information that provides for statewide annual forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.

12.3 The Parties will develop joint forecasting responsibilities for traffic utilization over trunk groups and yearly forecasted trunk quantities as set forth in Article IV.

12.4 MOMENTUM shall notify CenturyTel promptly of changes greater than ten percent (10%) to current forecasts (increase or decrease) that generate a shift in the demand curve for the following forecasting period. MOMENTUM orders that exceed the capacity of the MOMENTUM's forecast shall only be filled in the standard intervals by CenturyTel to the extent the requested capacity is Currently

Available. Notwithstanding the foregoing, orders for increased capacity that CenturyTel has the capability to provide shall be filled by CenturyTel in the interval that it would provide such capacity to itself or to its own end users.

12.5 CenturyTel reserves the right to condition the fulfillment of additional service orders on satisfactory MOMENTUM fill rates in previously ordered capacity, or on MOMENTUM payment for all of the additional capacity absent satisfactory fill rates.

12.6 CenturyTel reserves the right to assess MOMENTUM a stranded plant or discontinued service order charge for capacity forecast by MOMENTUM but not used by MOMENTUM, to the extent that CenturyTel built the plant based solely on MOMENTUM's order.

12.7 Where the Parties are unable to reach mutual agreement on satisfactory capacity plans and forecasts, including but not limited to appropriate fill rates, the Parties shall follow the dispute resolution process set forth in the Agreement.

13. Compliance with Laws and Regulations.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14. Confidential Information.

14.1 Identification.

Either Party may disclose to the other proprietary or confidential customer, technical, or business information in written, graphic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such.

Notwithstanding the foregoing, preorders and all orders for services placed by MOMENTUM pursuant to this Agreement, and information that would constitute customer proprietary network information of MOMENTUM end user customers pursuant to the Act and the rules and regulations of the FCC, as well as recorded usage information with respect to MOMENTUM end users, whether disclosed by MOMENTUM to CenturyTel or otherwise acquired by CenturyTel in the course of its performance under this Agreement shall be considered Confidential Information.

14.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

(a) That all Confidential Information shall be and shall remain the exclusive property of the source;

(b) To limit access to such Confidential Information to authorized employees who have a need to know the Confidential Information for performance under this Agreement;

(c) To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;

(d) Not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the source;

(e) To return promptly any copies of such Confidential Information to the source at its request; and

(f) To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

14.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the source, was received in good faith from a third party not subject to a confidential obligation to the source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source, or that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however, that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

14.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

15. Consent.

Where consent notice, approval, mutual agreement, or similar action is permitted or required of a Party by any provision of this Agreement, it shall not be conditional, unreasonably withheld, or delayed.

16. Fraud.

MOMENTUM assumes responsibility for all fraud associated with its end-user customers and accounts. CenturyTel shall bear no responsibility for, nor is it required to investigate or make adjustments to MOMENTUM's account in cases of fraud.

17. Reimbursement of Expenses.

If requested by MOMENTUM and with prior approval, CenturyTel may be required to make expenditures or incur costs that are not otherwise reimbursed under this Agreement. In such event CenturyTel is entitled to reimbursement from MOMENTUM for all such reasonable and approved costs and expenses. For all such costs and expenses CenturyTel shall receive through non-recurring charges ("NRCs") the actual costs and expenses

incurred, including labor costs and expenses, overhead and fixed charges, and may include a reasonable contribution to CenturyTel's common costs.

18. Dispute Resolution.

18.1 Alternative to Litigation.

Except for the approval of this Agreement by the Commission, the Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedures as the sole remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

18.2 Negotiations.

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by non-lawyer, business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

18.3 Arbitration.

If the negotiations do not resolve the dispute within sixty (60) Business Days of the initial written request, the dispute shall be submitted to binding arbitration. At the election of either Party, arbitration shall be before the Commission. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise the rules described in part (a) below shall be applicable.

(a) A Party may demand such arbitration in accordance with the procedures set out in AAA rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond to, a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following: interrogatories, demands to produce documents, or requests for admission. Each Party is also entitled to take the oral deposition of one individual of another Party. Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within sixty (60) Business Days of the demand for arbitration. The arbitration shall be held in a mutually agreeable city. The arbitrator shall control the scheduling so as to process

the matter expeditiously. The Parties may submit written briefs. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) Business Days after the close of hearings. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause.

(b) Judgment upon the award rendered by the arbitrator, whether it be the Commission or an AAA or other arbitrator, may be entered in any court having jurisdiction

18.4 Expedited Arbitration Procedures.

If the issue to be resolved through the negotiations referenced in Section 18.2 directly and materially affects service to either Party's end-user customers, then the period of resolution of the dispute through negotiations before the dispute is to be submitted to binding arbitration shall be five (5) Business Days. Once such a service affecting dispute is submitted to arbitration, and if arbitration with the Commission is not selected, the arbitration shall be conducted pursuant to the expedited procedures rules of the Commercial Arbitration Rules of the American Arbitration Association (i.e., rules 53 through 57).

18.5 Costs.

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the reasonable costs of production of documents (including search time and reproduction costs).

18.6 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations in accordance with this Agreement. However, during the pendency of any dispute resolution procedures CenturyTel agrees to continue to accept new MOMENTUM service orders only if MOMENTUM is current on all undisputed charges.

19. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

20. Expenses.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

21. Force Majeure.

In the event performance of this Agreement, or any obligation hereunder, is restricted, or interfered with by reason of fire, flood, earthquake or likes acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by

Customer, or any other material change of circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease. It is expressly agreed that financial difficulties of a Party are not subject to this Section. In the event the Force Majeure event is not resolved within sixty days, the Party whose performance was not affected by the Force Majeure event, may terminate this Agreement without penalty or further responsibility.

22. Good Faith Performance.

In the performance of their obligations under this Agreement, the Parties shall act in good faith. In situations in which notice, consent, approval or similar action by a Party is permitted or required by any provision of this Agreement, such action shall not be conditional, unreasonably withheld or delayed.

23. Governing Law.

This Agreement shall be governed by and construed in accordance with applicable federal and (to the extent not inconsistent therewith) domestic laws of the state where the services are provided or the facilities reside and shall be subject to the exclusive jurisdiction of the courts therein.

24. Standard Practices.

The Parties acknowledge that CenturyTel shall be adopting selected industry standard practices and/or establishing its own standard practices to meet various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. MOMENTUM agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement to the extent such practices are not in conflict with terms of this Agreement, and are, at a minimum, equal to such standard practices.

25. Headings.

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

26. Independent Contractor Relationship.

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and state withholding.

27. Law Enforcement Interface.

27.1 CenturyTel shall provide seven day a week/twenty-four hour a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 CenturyTel agrees to work jointly with MOMENTUM in security matters to support law enforcement agency requirements for taps, traces, court orders, etc. Charges for providing such services for MOMENTUM customers will be billed to MOMENTUM at the rates no higher than those which recover the costs incurred by CenturyTel.

27.3 CenturyTel will, in non-emergency situations, inform the requesting law enforcement agencies that the end-user to be wire tapped, traced, etc. is a MOMENTUM Customer and shall refer them to MOMENTUM.

28. Liability and Indemnity.

28.1 Indemnification.

Subject to the limitations set forth in Section 28.4 of this Article III, each Party agrees to release, indemnify, defend, and hold harmless the other Party from all direct losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other party or person, for personal injury to or death of any person or persons, caused by the indemnifying Party's gross negligence or willful misconduct. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party or any claim, lawsuit, or demand, if the indemnifying Party has not approved the settlement in advance, unless the indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the indemnifying Party shall be liable for any reasonable settlement made by the indemnified Party without approval of the indemnifying Party.

28.2 End-User and Content-Related Claims.

The Indemnifying Party agrees to release, indemnify, defend, and hold harmless the other Party, its affiliates, and any third-party provider or operator of facilities involved in the provision of services or Facilities under this Agreement (collectively, the "Indemnified Party") from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered, made, instituted, or asserted by the Indemnifying Party's end-users against an Indemnified Party arising from Services or Facilities. The Indemnifying Party further agrees to release, indemnify, defend, and hold harmless the Indemnified Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, suffered,

made, instituted, or asserted by any third party against an Indemnified Party arising from or in any way related to actual or alleged defamation, libel, slander, interference with or misappropriation of proprietary or creative right, or any other injury to any person or property arising out of content transmitted by the Indemnifying Party and the Indemnified Party or such Party's end-users, or any other act or omission of the Indemnified Party or such Party's end-users.

28.3 DISCLAIMER.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. PROVIDER DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

28.4 Limitation of Liability.

Each Party's liability, whether in contract, tort or otherwise, shall be limited to direct damages, which shall not exceed the monthly charges, plus any related costs/expenses either Party may recover, including those under Section15 above, and plus any costs/expenses for which the Parties specify reimbursement in this Agreement for the services or facilities for the month during which the claim of liability arose. Under no circumstance shall either Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or any accessories attached thereto, delay, error, or loss of data. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to provision of such advice, recommendations, and analysis.

29. Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

30. No Third Party Beneficiaries.

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

31. Notices.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable street or post office box address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section: Although E-mail will not be used to provide notice, the Parties provide their E-mail addresses below to facilitate informal communications.

If to CenturyTel:

CenturyTel
Attention: Carrier Relations
100 CenturyTel Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072

With a copy to:

CenturyTel
Attention: Carrier Relations
333 North Front Street
La Crosse, WI 54601
Telephone number: (608) 796-7894
Facsimile number: (608) 796-7890

If to Momentum :

Rick Richardson
General Counsel
Momentum Telecom, Inc.
2700 Corporate Drive, Suite 200
Birmingham, AL 35242
Telephone number: (205) 978-4411
Facsimile number: (205) 978-3403

32. Protection.

32.1 Impairment of Service.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services, cause damage to its plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

32.2 Resolution.

If either Party causes an Impairment in Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary

discontinuance of the use of any circuit, facility or equipment may be imposed by the Impaired Party. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of or disconnect the affected circuit, facility or equipment with notice to the Impairing Party, without further liability or costs.

33. Publicity.

Any news release, public announcement, advertising, or any form of publicity pertaining to this Agreement, provision of Services or Facilities pursuant to it, or association of the Parties with respect to provision of the services described in this Agreement shall be subject to prior written approval of both CenturyTel and MOMENTUM.

34. Regulatory Agency Control.

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the Federal Communications Commission and/or the applicable State Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

35. Changes in Legal Requirements.

CenturyTel and MOMENTUM further agree that the terms and conditions of this Agreement were composed in order to effectuate the legal requirements in effect at the time the Agreement became effective. Upon written notice by either Party, the Parties agree to negotiate in good faith an amendment to this Agreement to bring it into compliance with modifications to those requirements pursuant to Section 42 of this Article.

36. Effective Date.

This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval. The "effective date" of this Agreement for all purposes will be the latest date reflected by the signing parties. The Parties agree that orders for services will not be submitted or accepted until the latter of (a) the submission of the CLEC Profile required by Section 7; or (b) the expiration of the first ten (10) Business Days after the Agreement is effective.

37. Regulatory Matters.

Each Party shall be responsible for obtaining and keeping in effect all FCC, Commission, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement.

38. Rule of Construction.

No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.

39. Section References.

Except as otherwise specified, references within an Article of this Agreement to a Section refer to Sections within that same Article.

40. Severability.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may invoke the provisions for dispute resolution set forth in Article III, Section 18 of this Agreement.

41. Subcontractors.

Provider may enter into subcontracts with third parties or affiliates for the performance of any of Provider's duties or obligations under this Agreement, provided that a Provider remains liable for the performance of its duties and obligations hereunder.

42. Subsequent Law.

The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, voluntarily, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties agree to modify, in writing, the affected term(s) and condition(s), should one or both Parties choose to avail themselves of such law, rule, or regulation. The Dispute Resolution provisions of Article III, Section 18 shall also govern any disputes arising out of or relating to such modifications. To the extent that subsequent applicable laws, rules or regulations of Federal, State or local governmental authority require modification or negotiation of one or more terms of this Agreement, the Parties agree to begin negotiating such terms within thirty (30) Business Days after such subsequent change. If negotiations fail within sixty (60) Business Days thereafter, this matter shall proceed to the Dispute Resolution procedures of Article III, Section 18, with the consequent changes in this Agreement to be retroactive to the extent required by the subsequent applicable laws, rules or regulations.

Notwithstanding the foregoing, should the FCC establish a mechanism for intercarrier compensation for Internet protocol voice traffic in its IP-Enabled Services docket or its Intercarrier Compensation docket, the Parties will incorporate such mechanisms into this Agreement pursuant to the change of law provisions in the Agreement.

43. Taxes.

Any state or local excise, sales, or use taxes (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. The collecting Party shall charge and collect from the obligated Party, and the obligated Party agrees to pay to the collecting Party, all applicable taxes, except to the extent that the obligated Party provides to the collecting Party appropriate documentation as CenturyTel requires that qualifies the obligated Party for a full or partial exemption. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The obligated Party may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The collecting

Party shall cooperate in any such contest by the other Party. The other Party will indemnify the collecting Party from any sales or use taxes that may be subsequently levied on payments by the other Party to the collecting Party.

Notwithstanding anything to the contrary contained herein, MOMENTUM is responsible for furnishing tax exempt status information to CenturyTel at the time of the execution of the Agreement. MOMENTUM is also responsible for furnishing any updates or changes in its tax exempt status to CenturyTel during the Term of the Agreement and extensions thereof. In addition, MOMENTUM is responsible for submitting and/or filing tax exempt status information to the appropriate regulatory, municipality, local governing, and/or legislative body to the extent that such information is required to be filed. It is expressly understood and agreed that the MOMENTUM's representations to CenturyTel concerning the status of MOMENTUM's claimed tax exempt status, if any, and its impact on this Section 42 are subject to the indemnification provisions of Section 28.1, which for purposes of this Section, are to be enjoyed by CenturyTel. Notwithstanding the foregoing, to the extent that CenturyTel fails to timely bill MOMENTUM for applicable taxes for which MOMENTUM has not provided proof of exemption, CenturyTel shall be responsible for any penalties or interest levied by taxing authorities for late payments.

43.1 Tax.

A charge which is statutorily imposed by the state or local jurisdiction and is either (a) imposed on the seller with the seller having the right or responsibility to pass the charge(s) on to the purchaser and the seller is responsible for remitting the charge(s) to the state or local jurisdiction or (b) imposed on the purchaser with the seller having an obligation to collect the charge(s) from the purchaser and remit the charge(s) to the state or local jurisdiction.

Taxes shall include but not be limited to: federal excise tax, state/local sales and use tax, state/local utility user tax, state/local telecommunication excise tax, state/local gross receipts tax, and local school taxes. Taxes shall not include income, income-like, gross receipts on the revenue of a Provider, or property taxes. Taxes shall not include payroll withholding taxes unless specifically required by statute or ordinance.

43.2 Fees/Regulatory Surcharges.

A charge imposed by a regulatory authority, other agency, or resulting from a contractual obligation, in which the seller is responsible or required to collect the fee/surcharge from the purchaser and the seller is responsible for remitting the charge to the regulatory authority, other agency, or contracting party.

Fees/Regulatory Surcharges shall include but not be limited to E-911/911, other N11, franchise fees, and Commission surcharges.

44. Trademarks and Trade Names.

Except as specifically set out in this Agreement, nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, or trade names of the other for any purpose whatsoever.

45. Waiver.

The failure of either Party to insist upon the performance of any provision of this Agreement, or to exercise any right or privilege granted to it under this Agreement, shall not be construed as a waiver of such provision or any provisions of this Agreement, and the same shall continue in full force and effect.

46. Environmental Responsibility.

The Parties agree that prior to such time as either Party may place its equipment in the other Party's premises pursuant to a collocation or some other arrangement, the Parties will negotiate appropriate terms with respect to responsibility for environmental matters.

47. TBD Prices.

If a provision references prices in an Attachment and there are no corresponding prices in such Attachment, such price shall be considered "To Be Determined" (TBD). With respect to all TBD prices, prior to either Party ordering any such TBD item, the Parties shall meet and confer to establish a price. If the Parties are unable to reach agreement on a price for such item, an interim price shall be set for such item that is equal to the price for the nearest analogous item for which a price has been established. Any interim prices so set shall be subject to modification by any subsequent decision of the Commission. If an interim price is different from the rate subsequently established by the Commission, any underpayment shall be paid by the billed Party to the billing Party, and any overpayment shall be refunded by the billing Party to the billed Party, within 45 Business Days after the establishment of the price by the Commission.

ARTICLE IV

CONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

1.1 Types of Services.

This Article governs the provision of Internetwork Facilities (i.e., physical connection services and facilities), by CenturyTel to MOMENTUM or by MOMENTUM to CenturyTel and the transport and termination and billing of Local Traffic between CenturyTel and MOMENTUM. For purposes of this Agreement, Local Traffic shall be defined per Appendix B, Section 1.61. Traffic not meeting the definition of Local Traffic is not subject to this Agreement. The Parties reserve the right to seek compensation for such non-Local Traffic including the imposition of access charges, pursuant to each Party's effective tariffs, where appropriate.

1.1.1 MOMENTUM will initiate orders for trunk-side Local Traffic connection services by sending an ASR to CenturyTel. The ordering process is described in the CenturyTel Service Guide. The ASR will be reviewed by CenturyTel for validation and correction of errors. Errors will be referred back to MOMENTUM. MOMENTUM then will correct any errors that CenturyTel has identified and resubmit the request to CenturyTel through a supplemental ASR.

1.1.2 MOMENTUM must comply with the Capacity Planning and Forecasting provisions of Section 12, Article III and Section 4 of this Article IV before CenturyTel will process the MOMENTUM's ASR for interconnection services.

2. Billing and Rates.

2.1 Service Ordering, Service Provisioning, and Billing.

The following describes generally the processes CenturyTel will use for ordering, provisioning and billing for connection facilities and services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide.

2.2 Rates and Charges.

Each Party, where applicable, agrees to pay the other Party the rates and charges for the Services set forth in the applicable appendices to this Agreement. Rates and charges are set forth in Appendix A attached to this Agreement and made a part hereof.

2.3 Billing.

CenturyTel shall render to MOMENTUM a bill for direct connection services on a monthly basis. Charges for physical facilities and other non-usage sensitive charges shall be billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed by each Party to the other Party in arrears. MOMENTUM is required to order trunks pursuant to Section 4.4 of this Article.

2.4 Billing Specifications.

The Parties agree that billing requirements and outputs will be consistent with the Ordering & Billing Form (OBF) and also with Telcordia Technologies Billing Output Specifications (BOS).

2.4.1 Usage Measurement: Usage measurement for calls shall begin when Answer Supervision or the equivalent Signaling System 7 (SS7) message is received from the terminating office and shall end at the time of call disconnect by the calling or called subscriber, whichever occurs first.

2.4.2 Minutes of use (MOU), or fractions thereof, shall not be rounded upward on a per-call basis, but will be accumulated over the billing period. At the end of the billing period, any remaining fraction shall be rounded up to the nearest whole minute to arrive at total billable minutes. MOU shall be collected and measured in minutes, seconds, and tenths of seconds.

3. Transport and Termination of Local Traffic.

3.1 Traffic to be Exchanged.

The Parties shall reciprocally terminate Local Traffic originating on each other's networks utilizing either Direct or Indirect Network Connections as provided in Section 4 or Section 5 herein. To this end, the Parties agree that there will be interoperability between their networks. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

3.2 Compensation for Exchange of Local Traffic.

3.2.1 Mutual Compensation. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end-user customers in accordance with Section 3.2.2 of this Article, subject to any applicable regulatory conditions. Charges for the transport and termination of optional EAS, intraLATA toll and interexchange traffic shall be in accordance with the Parties' respective intrastate or interstate access tariffs, as appropriate.

3.2.2 Bill-and-Keep. The Parties shall assume that Local Traffic originated by or terminating to the Parties' end-user customers is roughly balanced between the parties unless traffic studies indicate otherwise. Accordingly, the Parties agree to use a Bill-and-Keep Arrangement with respect to termination of Local Traffic only. Either Party may initiate a traffic study no more frequently than once a quarter. Such traffic study shall examine all Local Traffic excluding Local Traffic that is also Information Access Traffic. Should such traffic study indicate, in the aggregate, that either Party is terminating more than 60 percent of the Parties' total terminated minutes for Local Traffic excluding Local Traffic that is also Information Access Traffic, either Party may notify the other in writing that mutual compensation will commence for such Local Traffic, excluding Local Traffic that is also Information Access Traffic, pursuant to the rates set forth in Appendix A of this Agreement and following such notice it shall begin and continue for the duration of the Term of this Agreement unless otherwise agreed.

3.2.3 Percent Local Use. Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Traffic call and every non-Local Traffic call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Requirements associated with PLU calculation and reporting shall be as set forth in CenturyTel's current PLU policy, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate Local Traffic usage compensation to be paid.

3.2.4 Percentage Interstate Usage. In the case where MOMENTUM desires to terminate its Local Traffic over or co-mingled on its switched access Feature Group D trunks, MOMENTUM will be required to provide a projected Percentage Interstate Usage ("PIU") to CenturyTel. All jurisdictional report requirements, rules and regulations for Interexchange Carriers and as required by applicable law will apply to the Parties. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has industry-accepted message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.

3.3 Tandem Switching Local Traffic.

The Parties will provide tandem switching for Local Traffic between the Parties' end offices subtending each other's access tandem.

The Parties agree to enter into their own traffic exchange arrangements with third-party providers either by contract or a presumed bill and keep relationship in the absence of a contractual arrangement. In the event that either Party originates traffic that transits the other Party's network and terminates to a third-party provider with whom the originating Party does not have a traffic exchange agreement, then the originating Party agrees to indemnify the transiting Party for any termination charges rendered by a third-party provider for such traffic. Notwithstanding the foregoing, neither Party shall enter into an agreement with such third-party to act as an agent to collect termination charges on behalf of the third-party where no contractual traffic exchange arrangement exists between the Originating party and third-party provider.

4. Network Connection.

4.1 Network Connection Architecture.

MOMENTUM may connect with CenturyTel on its network at any of the minimum Currently Available points required by the FCC. Connection at additional points will be reviewed on an individual case basis. Where the Parties mutually agree to directly connect their respective networks, connection will be as specified in the following subsections. Based on the configuration, the

installation time line may vary, however, CenturyTel will work with MOMENTUM in all circumstances to install Interconnection Points (IP) within one hundred twenty (120) calendar days of a MOMENTUM order. Internetwork connection and protocol must be based on industry standards developed consistent with Section 256 of the Act.

4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility connection, using such interface media as are (i) appropriate to support the type of connection requested and (ii) available at the facility at which connection is requested.

a. A Mid-Span Fiber Meet within an existing CenturyTel exchange area whereby the Parties mutually agree to jointly plan and engineer their facility IP at a designated manhole or junction location with each Party being individually responsible for its incurred costs in establishing this arrangement. The IP is the demarcation between ownership of the fiber transmission facility.

b. A special access and/or CLEC Dedicated Transport arrangement terminating at a CenturyTel Wire Center subject to the rates, terms, and conditions contained in CenturyTel's applicable tariffs. These facilities will meet the standards set forth in such tariffs.

c. If permitted by the provider, MOMENTUM may exchange traffic via indirect connections by transiting a third-party provider's interconnection with CenturyTel. In the event that MOMENTUM sends traffic through a third-party provider, then MOMENTUM agrees to indemnify CenturyTel for any termination, transiting or tandem charges rendered by a third-party provider for such traffic.

4.1.2 Where direct connection is utilized under options (a) or (b) above, the Parties will mutually designate at least one IP on CenturyTel's network within each CenturyTel local calling area or such other location as mutually agreed upon by the Parties.

4.2 Compensation.

The Parties agree to the following compensation for inter-network facilities, depending on facility type. Only Local Traffic will be used for calculation of this compensation.

4.2.1 Mid-Span Fiber Meet: Each Party shall pay for the interconnection facilities on their side of the IP. The IP will be at a technically feasible point within CenturyTel's exchange boundary.

4.2.2 Special Access: Each Party shall pay for the interconnection facilities on their side of the IP. The IP will be at a technically feasible point within CenturyTel's exchange boundary.

4.3 Trunking Requirements.

Where the Parties directly interconnect their networks, the Parties shall meet and agree on trunking availability and requirements in order for the Parties to begin exchange of traffic.

4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching center designated by either Party, including end offices, tandems, and 911 routing switches. The Parties will mutually agree where one-way or two-way trunking will be available. Agreement to use two-way trunks for delivery of Local Traffic shall not be unreasonably withheld where two-way trunking is technically feasible and the Party's are capable of rendering accurate bills for charges associated with two-way trunking. The Parties may use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of Local Traffic to the other Party. If a Party elects to provision its own one-way trunks for Local Traffic, that Party will be responsible for its own expenses associated with the trunks.

4.3.2 MOMENTUM shall make available to CenturyTel trunks over which CenturyTel shall terminate to end-users of MOMENTUM-provided Exchange Services and Local Traffic originated from end-users of CenturyTel-provided Exchange Service. Compensation for CenturyTel's use of such trunks shall be pursuant to Section 4.2 of Article IV.

4.3.3 MOMENTUM and CenturyTel shall, where applicable, make reciprocally available, by mutual agreement, the required trunk groups to handle different traffic types. MOMENTUM and CenturyTel will support the provisioning of trunk groups that carry combined or separate Local Traffic. CenturyTel requires separate trunk groups from MOMENTUM to originate and terminate Non-Local Traffic calls and to provide Switched Access Service to IXCs. To the extent MOMENTUM desires to have any IXCs originate or terminate switched access traffic to or from MOMENTUM, using jointly provided switched access facilities routed through a CenturyTel access tandem, it is the responsibility of MOMENTUM to arrange for such IXC to issue an ASR to CenturyTel to direct CenturyTel to route the traffic. If CenturyTel does not receive an ASR from the IXC, CenturyTel will initially route the switched access traffic between the IXC and MOMENTUM. If the IXC subsequently indicates that it does not want the traffic routed to or from MOMENTUM, CenturyTel will not route the traffic.

4.3.3.1 Each Party agrees to route traffic only over the proper jurisdictional trunk group.

4.3.3.2 Each Party shall only deliver traffic over the local connection trunk groups to the other Party's access tandem for those publicly-dialable NXX Codes served by end offices that directly subtend the access tandem or to those wireless service providers that directly subtend the access tandem.

4.3.3.3 Neither party shall route Switched Access Service traffic over local connection trunks, or Local Traffic over Switched Access Service trunks.

4.3.4 <u>End-Office Trunking</u>. The Parties will work together to establish high usage end-office trunk groups sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between a MOMENTUM end office and a CenturyTel end office.

4.3.5 MOMENTUM and CenturyTel will reciprocally provide Percent Local Usage (PLU) factors to each other on or before January 15 and July 15 of each year to identify the proper percent of Local Traffic carried on local connection trunks. If either Party does not provide to the other Party an updated PLU, the previous PLU will be utilized. The parties agree to the initial PLU factor as set forth in Appendix A. Notwithstanding the above, either party may use actual call detail to bill instead of using provided PLUs provided that the party has the technical means to identify and jurisdictionalize call detail. In such a case, written notice will be provided to the other party that such a capability exists and will be used.

4.3.6 Reciprocal traffic exchange arrangement trunk connections shall be made at a DS-1 or multiple DS-1 level, DS-3, (Synchronous Optical Network (SONET)) where technically available) and shall be jointly engineered to the appropriate State grade of service standard.

4.3.7 MOMENTUM and CenturyTel agree to use diligent efforts to develop and agree on a Joint Connection Plan prescribing standards to ensure that the reciprocal traffic exchange arrangement trunk groups are maintained at the appropriate State grade of service standard. Such plan shall also include mutually-agreed upon default standards for the configuration of all segregated trunk groups.

4.3.8 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.

4.3.9 The Parties agree to offer and provide to each other B8ZS Extended Superframe Format (ESF) facilities, where available, capable of voice and data traffic transmission.

4.3.10 The Parties will support intercompany 64kbps clear channel where available.

4.3.11 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.4 Trunk Forecasting.

4.4.1 The Parties will develop joint forecasting of trunk groups in accordance with Article III, Section 12, and as a condition to CenturyTel's processing of MOMENTUM interconnection services ASRs under Section 1.1. Intercompany forecast information must be provided by the Parties to each other once a year. The annual forecasts will include:

4.4.1.1 Yearly forecasted trunk quantities for no less than a two-year period (current year, plus one year); and the use of (i) CLCI-MSG codes, which are described in Telcordia Technologies document BR 795-100-100; (ii) circuit identifier codes as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.

4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section

4.4.1.1. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.4.3 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.

4.5 Trunk Facility Under Utilization.

At least once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on the State grade of service standard or the Joint Connection Plan referenced in Section 4.3.7. When a condition of excess capacity is identified, CenturyTel will facilitate a review of the trunk group existing and near term (3 to 6 months) traffic requirements with the customer for possible network efficiency adjustment.

4.6 Joint Trunk Planning Criteria.

In order to facilitate sound and economical network planning and provisioning, CenturyTel deployment of trunks for MOMENTUM use may be conditioned on (i) fill factors for trunks previously deployed for the MOMENTUM; (ii) a stranded plant or special construction termination charge to MOMENTUM for not utilizing the ordered trunking for the forecasted duration; and (iv) whether the MOMENTUM ordered trunking is Currently Available. Notwithstanding the foregoing, trunk orders that CenturyTel has the capability to provide shall be filled by CenturyTel in the interval that it would provide such facilities to itself or to its own end users.

4.7 Network Redesigns Initiated by CenturyTel.

CenturyTel will not charge MOMENTUM when CenturyTel initiates its own network redesigns/reconfigurations.

5. Indirect Network Connection.

5.1 Indirect Network Connection is intended to handle de minimis mutual traffic exchange until Local Traffic volumes grow to a point where it is economically advantageous to provide a direct connection as provided in Section 5.4 of this Article.

5.2 MOMENTUM is required to establish a direct connection in each instance where MOMENTUM has established telephone numbers that are rated to a CenturyTel rate center.

5.3 Consistent with Section 8, Article IV, MOMENTUM is required to establish a direct connection in each instance where MOMENTUM ports a number that is rated to a CenturyTel rate center.

5.4 In instances where MOMENTUM has not established telephone numbers that are rated to a CenturyTel rate center, but has established telephone numbers that are rated to a rate center that is within the mandatory local calling area of CenturyTel

end user customers, the Parties agree to establish a direct connection when any one of the following conditions is met for a consecutive three-month period:

5.4.1 Combined traffic between two single switches of each Party reaches a DS-1 equivalent (200,000 combined minutes of use ("MOU");

A DS-1 trunk equivalency is deemed established in any the following instances:

5.4.1.1 Traffic studies of peak busy CCS indicate that the number of trunks necessary to achieve a .001 Grade of Service based upon application of the Erlang B table is equal to or exceeds 24 for three consecutive months, or for three months of any consecutive five month period.

5.4.1.2 Combined two-way traffic between two single switches of each Party reaches 100,000 combined minutes of use per month for two consecutive months, or for any two months in a consecutive three-month period.

5.4.1.3 At any point where a traffic forecast prepared pursuant to requirements of Article III or Article V indicates that combined two-way traffic between two single switches of each Party will exceed 100,000 minutes of use per month.

5.4.1.4 When either Party is assessed transiting costs by a third party and such charges associated with a single traffic exchange route exceed $300.00 per month.

5.4.2 In any instance where **CLEC is providing a tandem function then **CLEC must direct connect to CenturyTel pursuant to the terms of this section. Language should also require them to record and provide billing records for that traffic transiting their switch and terminating to CenturyTel.

5.4.3 The Parties may mutually agree to establish a Direct Network Interconnection even where none of the conditions set forth in Section 5.4.1 of this Article.

5.5 Neither Party shall deliver traffic destined to terminate at the other Party's end office via another LEC's end office except as provided for in Section 4.1.1 (c).

6. Common Channel Signaling.

6.1 Service Description.

The Parties will provide Common Channel Signaling (CCS) via a Signaling System 7 (SS7) network connection, where and as available, in the manner specified in FCC Order 95-187, in conjunction with all traffic exchange trunk groups. The Parties will cooperate on the exchange of all appropriate SS7

messages for local and intraLATA call set-up signaling, including ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP) messages to facilitate full interoperability of all CLASS Features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as data base queries) will be jointly negotiated and agreed upon.

6.2 Signaling Parameters.

All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification (ANI), Calling Party Number (CPN), Privacy Indicator, calling party category information, originating line information, charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter (CIP), wherever such information is needed for call routing or billing.

6.3 Privacy Indicators.

Each Party will honor all privacy indicators as required under applicable law.

6.4 Connection Through Signal Transfer Point (STP).

MOMENTUM must interconnect with the CenturyTel STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected. Such connection shall be negotiated and contracted with the appropriate CenturyTel affiliate.

6.5 Third Party Signaling Providers.

MOMENTUM may choose a third-party SS7 signaling provider.

6.6 Multi-Frequency Signaling

In the case where CCS is not available, in band Multi-Frequency (MF), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information is needed for call routing or billing.

7. Network Management Controls.

Each Party shall provide a 24-hour contact number for Network Traffic Management issues to the other's network surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. Additionally, both Parties agree that they shall work cooperatively that all such events shall attempt to be conducted in such a manner as to avoid degradation or loss of service to other end-users. Each Party shall maintain the capability of respectively implementing standard protective controls.

ARTICLE V

MISCELLANEOUS SERVICES

1. **911/E-911 Arrangements**

911/E911 Service will be provided pursuant to the Wholesale Services Tariff

2. **Directory Services**

Directory Services will be provided pursuant to the Wholesale Services Tariff.

3. **NETWORK INTERFACE DEVICE**

3.1 CenturyTel will provide nondiscriminatory access to either side of the Network Interface Device (NID). CenturyTel shall provide access to the NID under the following terms and conditions. Rates and charges applicable to NIDs are set forth in Article VII (Pricing), and such rates and charges shall apply.

3.2 The NID is defined as any means of interconnection of customer premises wiring to CenturyTel's distribution plant, such as a cross-connect device used for that purpose. Fundamentally, the NID establishes the closest access point to the demarcation point between the loop (inclusive of the NID) and the End User Customer's inside wire. Except in multi-unit tenant properties where CenturyTel owns and maintains control over inside wire within a building, maintenance and control of the End User Customer's inside wiring (*i.e.*, on the End User Customer's side of the NID) is under the control of the End User Customer. Conflicts between telephone service providers for access to the End User's inside wire on the End User's side of the NID must be resolved by the End User.

3.3 Momentum may obtain access to the NID on CenturyTel's network side or the End User Customer's side on a stand-alone basis to permit Momentum to connect its own loop facilities to the premises wiring at any customer location. Momentum may not connect to or otherwise access the End User Customer side of the NID except in accordance with these terms. Any repairs, upgrade and/or rearrangements to the NID requested or required by Momentum will be performed by CenturyTel based on the Time and Material Charges set out in Article VII (Pricing). CenturyTel, at the request of Momentum, will disconnect the CenturyTel Local Loop from the NID, at charges reflected in Article VII (Pricing). Momentum may elect to disconnect CenturyTel's Local Loop from the NID on the customer's side of the NID, but Momentum shall not perform any disconnect on the network side of the NID. Under no circumstances, however, shall Momentum connect to either side of the NID unless the CenturyTel network is first disconnected from the NID as set forth in this Article.

3.4 With respect to multiple dwelling units or multiple-unit business premises, Momentum shall have the option of connecting directly with the End User's premises wire, or may connect with the End User's premises wire via CenturyTel's NID.

3.5 CenturyTel shall be under no obligation to install a NID in order to enable Momentum to interconnect to such NID, but CenturyTel shall make available to Momentum any NID that exists at the time Momentum seeks interconnections to a NID to serve an End User Customer. The NIDs that Momentum uses under this Article will be existing NIDs already installed by CenturyTel to serve its End Users.

3.6 In no case shall Momentum access, remove, disconnect or in any other way rearrange CenturyTel's loop facilities from CenturyTel's NIDs, enclosures or protectors. In no case shall Momentum attach to, remove or disconnect ground wires from CenturyTel's NIDs, enclosures or protectors. In no case shall Momentum remove or disconnect NID modules, protectors or terminals from CenturyTel's NID enclosures.

3.7 Momentum may access the End User Customer's side of the NID for the purpose of disconnecting and capping off the End User's premises wiring or removing the End User's premises wiring for connection to Momentum's own NID without any charge to Momentum being incurred. Any other access to the End User Customer's side of the NID that involves the insertion or use of any wiring owned or provided by Momentum in a connection of any type to the End User premises wiring or to any NID functionality, including a NID to NID connection, shall be considered a billable use of the CenturyTel NID.

3.8 Ordering Processes & Provisioning Intervals. The ordering processes and standard provisioning intervals applicable to NIDs made available pursuant to this Article shall be as set forth in the CenturyTel Service Guide. Standard provisioning intervals shall be substantially the same as the intervals under which CenturyTel provisions the same service to itself.

4. NUMBER PORTABILITY

4.1 Definitions.

For purposes of this Section 1.0 governing number portability, the following definitions shall apply:

4.1.1 "Coordinated Hot Cut (CHC)" – A Coordinated Hot Cut is a combined and simultaneous effort between local service providers to perform the completion of a local service request order.

4.1.2 "Donor Party" – The Donor Party is the Party that is receiving the number port request and is relinquishing the ported number.

4.1.3 "Local Routing Number (LRN)"- A Local Routing Number is a ten (10)-digit number that is assigned to the network switching elements for the routing of calls in the network.

4.1.4 "Permanent Number Portability" (PNP) is the in-place long-term method

of providing Number Portability (NP) using the LRN method.

4.1.5 "Recipient Party" – The Recipient Party is the Party that is initiating the number port request and is receiving the ported number.

4.1.6 "Ten-Digit Unconditional Trigger Method (TDT)" – TDT is an industry-defined PNP solution that utilizes the ten-digit Local Routing Number to provide for an automated process that permits the work at the Recipient Party's switch to be done autonomously from the work at the Donor Party's switch resulting is less downtime to the end–user.

4.2 Number Portability (NP).

4.2.1 The Parties agree that they shall provide NP in accordance with the Act, and such binding FCC and State mandates, and industry standards, as may be applicable.

4.2.2 A Party requesting a number to be ported must send the other providing Party a Local Service Request (LSR). If Momentum requests that CenturyTel port a number, the Parties shall follow the "Local Number Portability Ordering Process" set forth in CenturyTel Service Guide.

4.2.2.1 If Momentum submits to CenturyTel NP orders that are more than twenty percent (20%) in excess of Momentum's forecasted needs, CenturyTel's standard provisioning intervals shall not apply to any NP orders in excess of those forecasted by Momentum.

4.2.2.2 Standard intervals will apply to a maximum number of 50 orders from Momentum (LSR, DSR, Porting) per day. Any Momentum orders exceeding 50 per day may be subject to project management and will be worked on a best effort basis.

4.2.3 The Party receiving the LSR will bill the service order charge set forth in the Pricing Article for each LSR received.

4.2.4 The Party will bill the service order charge for a LSR, regardless of whether that LSR is later supplemented, clarified or cancelled. Notwithstanding the foregoing, neither Party will bill an additional service order charge for supplements to any LSR submitted to clarify, correct, change or cancel a previously submitted LSR.

4.2.5 Regardless of the number of Location Routing Numbers (LRNs) used by a Momentum in a LATA, CenturyTel will route traffic destined for Momentum's End User Customers via direct trunking where direct trunking has been established. In the event that direct trunking has not been established, such traffic shall be routed via a Tandem Switch.

4.2.6 When CenturyTel receives an unqueried call from Momentum to a telephone number that has been ported to another local services provider, the transit rate and NP dip charge will apply.

4.2.7 Neither Party shall be required to provide Number Portability under this Agreement for excluded numbers defined by FCC orders or other Applicable Law, as updated from time to time, including but not limited to: 500 NPAs; 900 NPAs; 950 and 976 NXX number services; and OCS NXXs (*i.e.*, numbers used internally by either Party for its own business purposes). The term "Official Communications Service (OCS)" means the internal telephone numbers used by CenturyTel or Momentum.

4.3 Cut-Over Process for Number Porting Orders

4.3.1 TDT Cut-Overs.

4.3.1.1 Where technically feasible, both Parties will use PNP-LRN cut-overs, which rely upon the Ten-Digit Unconditional Trigger Method (TDT) for porting numbers. CenturyTel will update its CenturyTel Service Guide to identify the circumstances of which it is aware where use of TDT is not technically feasible.

4.3.1.2 The Donor Party agrees to set the ten-digit unconditional trigger by 5:00 p.m. Central Time on the day before the scheduled due date.

4.3.1.3 The Donor Party agrees to remove the ten-digit unconditional trigger on the next Business Day, no earlier than 11:59 a.m., after the scheduled due date for the port and replace with a PNP trigger, unless the Recipient Party requests otherwise by contacting the Donor Party and submitting a supplemental order.

4.3.2 Coordinated Hot Cuts (CHC).

4.3.2.1 Where the Parties agree or are required to implement a Coordinated Hot Cut (CHC) to effectuate a service cut-over, the Parties shall follow the process and procedures for such CHCs set forth in the CenturyTel Service Guide.

4.3.2.2 Pricing for CHC.

4.3.2.2.1 When a Recipient Party orders Coordinated Hot Cut (CHC) service, the Donor Party shall charge, and the Recipient Party shall pay, the applicable time, additional Time and Material Charges set forth in Article VII (Pricing).

4.3.2.2.2 For calculating "time" and/or "additional time" labor charges, the time shall begin when the Donor Party receives the call from Recipient Party and ends when the Parties disconnect from the call.

ARTICLE VI

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party has executed this Agreement. The Effective Date of this Agreement for such purposes will be established by the date of the final signature on this agreement subject to confirmation by Commission approval order.

CENTURYTEL OF NORTHERN WISCONSIN, LLC

By: _____

Name: Jeff Glover

Title: VP External Relations

Date: 8-1-08

MOMENTUM TELECOM, INC.

By: _____

Name: Alan L. Creighton

Title: President & CEO

Date: 7/17/08

APPROVED JUL 18 2008 LEGAL

APPENDIX A

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Appendix A are the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

Each Party will bill the other Party as appropriate:

A. Reciprocal Compensation

Local Traffic excluding Local Traffic that is also Information Access Traffic (If invoked pursuant to Article IV, Section 3.2.2)	TBD
Local Traffic that is also Information Access Traffic	$0.00

B. Transiting Charge Appropriate Tariff

C. Transport Charge Appropriate Tariff

D. Initial Factors

1.	PLU	100%
2.	Initial CenturyTel Originated Local Traffic Factor	50%

E. Additional Services

1. Network Interface Devices

	MRC
Basic NID - each	$ 1.30
Complex (12 x) NID - each	$ 1.40

	NRC
Initial Service Order (ISO)	$33.38
Outside Facility Connection	$43.69

NP Dip Charge Per Interstate Access Tariff

3. Category 11 Mechanized Record Charge $.05 per message

4. 911/E-911 Arrangements

911/E-911 Service will be provided pursuant to the Wholesale Services Tariff

5. Directory Services Rates and Charges

Directory Services will be provided pursuant to the Wholesale Services Tariff.

F. Non-recurring Charges

General. The rates contained in this Appendix are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel costs), or any appeal or other litigation.

Local Service Request (LSR) charge - per order submitted (Including Number Portability LSRs)	
Simple	**$13.80**
Complex	**$64.68**
Subsequent LSR Order to Amend, Suspend, or Cancel a Pending Order	**$ 7.45**
Service Order Expedite:	**$12.59**
Account Establishment	**$255.45**
Customer Record Search Per Account	**$ 8.61**

(The following NRCs are in addition to other NRCs as applicable):

Coordinated Conversions:	**$ 17.76**
Coordinated Hot Cut	
CHC – 1st Hour	**$ 42.84**
CHC – Add'l Quarter Hour	**$ 10.71**

Application of NRCs

Local Service Request is applicable to each LSR submitted for whatever service request is desired. (including an LSR for LNP)

Account Establishment is a one-time charge applied the first time that service is ordered under this Agreement.

Customer Record Search applies when MOMENTUM requests a summary of the services currently subscribed to by the end-user.

Service Order Expedite applies if MOMENTUM requests service prior to the standard due date intervals.

Coordinated Conversion applies if MOMENTUM requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion per Hour applies when MOMENTUM requests real-time coordination of a service cut-over.

NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

Application of NRCs

Local Service Request is applicable to each LSR submitted for whatever service request is desired. (including an LSR for LNP)

Account Establishment is a one-time charge applied the first time that service is ordered under this Agreement.

Customer Record Search applies when MOMENTUM requests a summary of the services currently subscribed to by the end-user.

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Hot Coordinated Conversion per Hour applies when MOMENTUM requests real-time coordination of a service cut-over.

NID Outside Facility Connection applies in addition to the ISO when incremental fieldwork is required.

APPENDIX B

DEFINITIONS

1. General Definitions.

Except as otherwise specified herein, the following definitions shall apply to all Articles and Appendices contained in this Agreement. Additional definitions that are specific to the matters covered in a particular Article may appear in that Article. To the extent that there may be any conflict between a definition set forth in this Appendix B and any definition in a specific Article or Appendix, the definition set forth in the specific Article or Appendix shall control with respect to that Article or Appendix.

1.1 **Access Service Request (ASR)**

An industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services or trunks for the purposes of Interconnection.

1.2 **Act**

The Telecommunications Act of 1996, Public Law 104-104 of the 104th United States Congress effective February 8, 1996.

1.3 **Affiliate**

A person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party.

1.4 **Answer Supervision**

An off-hook supervisory signal.

1.5 **Applicable Law**

All laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, and approvals of any Governmental Authority, which apply or relate to the subject matter of this Agreement.

1.6 **Automatic Location Identification/Data Management System (ALI/DMS)**

The emergency services (E-911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to process subscriber access records into Automatic Location Identification (ALI) records.

1.7 **Automated Message Accounting (AMA)**

The structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia Technologies as GR-1100-CORE, which defines the industry standard for message recording.

1.8 **Automatic Number Identification (ANI)**

The number transmitted through the network identifying the calling party.

1.9 **Basic Local Exchange Service**

Voice grade access to the network that provides the ability to place and receive calls; touch-tone service, access to operator services; access to directory assistance; access to emergency services (E911); access to telephone relay service (TRS); access to interexchange carriers of the customer's choice; standard white pages directory listing; and toll blocking for low-income consumers participating in Lifeline (subject to technical feasibility).

1.10 **Bill-and-Keep Arrangement**

A compensation arrangement whereby the Parties do not render bills to each other for the termination of Local Traffic specified in this Agreement and whereby the Parties terminate local exchange traffic originating from end-users served by the networks of the other Party without explicit charging among or between said carriers for such traffic exchange.

1.11 **Bona Fide Request (BFR)**

Process intended to be used when requesting customized service orders for certain services, features, capabilities or functionality defined and agreed upon by the Parties as services to be ordered as BFRs.

1.12 **Business Day**

Monday through Friday, except for holidays on which the non-priority U.S. mail is not delivered.

1.13 **Centralized Message Distribution System (CMDS)**

The billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other incumbent LECs use to efficiently exchange out collectibles and in collectibles as well as Carrier Access Billing System (CABS) records.

1.14 **Central Office (CO)**

A telephone company building where customer lines are joined to a switch or switches for connecting customers to each other, for Local and non-Local Traffic.

1.15 **Central Office Switch**

A switch used to provide telecommunications services including (1) End Office Switches which are Class 5 switches from which end-user Exchange Services are directly connected and offered, and (2) Tandem Office Switches which are Class 4 switches used to connect and switch trunk circuits between and among central office switches. Central office switches may be employed as combination end office/tandem office switches (combination Class 5/Class 4).

1.16 **CenturyTel Service Guide**

The CenturyTel Service Guide, which contains CenturyTel's operating procedures for ordering, provisioning, trouble reporting and repair for resold services. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance shall be governed by the CenturyTel Service Guide, which may be amended from time to time by CenturyTel as needed.

1.17 **Certificate of Operating Authority**

MOMENTUM must represent and warrant to CenturyTel that it is a certified provider of local exchange service in the State and authorized within the CenturyTel local service area. MOMENTUM will provide a copy of its Certificate of Operating Authority or other evidence of its status to CenturyTel upon request. MOMENTUM will notify CenturyTel if its certificate has been revoked.

1.18 **CLASS**

CLASS is an acronym for Custom Local Area Signaling Services. It is based on the availability of common channel signaling. CLASS consists of number-translation services such as call-forwarding and caller identification, available within a local exchange. CLASS is a service mark of Bellcore, now Telcordia.

1.19 **CLLI Codes**

Common Language Location Identifier Codes.

1.20 **Commission**

The State Public Service or Public Utilities Commission, as applicable.

1.21 **Common Channel Signaling (CCS)**

A high-speed specialized packet-switched communications network that is separate (out-of-band) from the public packet-switched and message networks. CCS carries addressed signaling messages for individual trunk circuits and/or database-related services between Signaling Points in the CCS network using SS7 signaling protocol.

1.22 **Competitive Local Exchange Carrier (CLEC)**

Any company or person authorized to provide local exchange services in competition with an ILEC.

1.23 **Compliance**

Environmental and safety laws and regulations based upon a Federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.

1.24 **Conversation Time**

The time that both Parties' equipment is used for a completed call, measured from the receipt of Answer Supervision to the receipt of Disconnect Supervision.

1.25 **CTOC or CenturyTel**

The CenturyTel Operating Company in the State that is a Party to this Agreement.

1.26 **Currently Available**

Existing as part of CenturyTel's network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel either does not provide to itself or to its own end users, or does not have the capability to provide.

1.27 **Customer**

The Party receiving service from the other. CenturyTel or MOMENTUM, depending on the context and which Party is receiving the service from the other Party.

1.28 **Customer Service Record Search**

Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyTel or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per requested loop basis.

1.29 **Dedicated Transport**

An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.

1.30 **Disconnect Supervision**

An on-hook supervisory signal end at the completion of a call.

1.31 **DS-1**

A service carried at digital signal rate of 1.544 Mbps.

1.32 **DS-3**

A service carried at digital signal rate of 44.736 Mbps.

1.33 **Electronic File Transfer**

A system or process that utilizes an electronic format and protocol to send/receive data files.

1.34 **E-911 Service**

A method of routing 911 calls to a PSAP that uses a customer location database to determine the location to which a call should be routed. E911 service includes the forwarding of the caller's Automatic Number Identification (ANI) to the PSAP where the ANI is used to retrieve and display the Automatic Location Identification (ALI) on a terminal screen at the answering attendant's position. It usually includes selective routing.

1.35 **Exchange Message Record (EMR)**

An industry standard record used to exchange telecommunications message information among CLECs for billable, non-billable, sample, settlement and study data. EMR format is defined in BR-010-200-010 CRIS Exchange Message Record, published by Telcordia Technologies.

1.36 **Exchange Service**

All basic access line services, or any other services offered to end users which provide end users with a telephonic connection to, and a unique telephone number address on, the Public Switched Telecommunications Network (PSTN), and which enable such end users to place or receive calls to all other stations on the PSTN.

1.37 **Facility**

All buildings, equipment, structures and other items located on a single site or contiguous or adjacent sites owned or operated by the same persons or person as used in Article III, Section 46.

1.38 **FCC**

The Federal Communications Commission.

1.39 **Generator**

Under the Resource Conservation Recovery Act (RCRA), the person whose act produces a hazardous waste (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 (see reference in Article III, Section 46).

1.40 **Hazardous Chemical**

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

1.41 **Hazardous Waste**

As described in the Resource Conservation Recovery Act (RCRA), a solid waste(s), which may cause, or significantly contribute to an increase in mortality or illness or pose a substantial hazard to human health or the environment when improperly treated, stored, transported or disposed of or otherwise managed because of its quantity, concentration or physical or chemical characteristics.

1.42 **Imminent Danger**

As described in the Occupational Safety and Health Act and expanded for environmental matters, any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause death or serious harm or significant damage to the environment or natural resources.

1.43 **Incumbent Local Exchange Carrier (ILEC)**

Any local exchange carrier that was as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. §69.601(b) of the FCC's regulations.

1.44 **Indirect Network Connection**

The Interconnection of the Parties' networks for exchange of Local Traffic..

1.45 **Information Access Traffic**

Information Access Traffic, for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an end-user and an ISP physically located in the same CenturyTel Local Calling Area. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.

1.46 **Information Service Provider or "ISP"**

A provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.47 **Initial Service Order**

A charge applied to each LSR of Unbundled Loops with the exception of Subsequent Service Order changes to existing CLEC accounts.

1.48 **Interconnection Facility**

See "Internetwork Facilities".

1.49 **Interconnection Point (IP)**

The physical point on the network where the two parties interconnect. The IP is the demarcation point between ownership of the transmission facility.

1.50 **Interexchange Carrier (IXC)**

A telecommunications service provider authorized by the FCC to provide interstate long distance communications services between LATAs and is authorized by the State to provide inter- and/or intraLATA long distance communications services within the State.

1.51 **Internetwork Facilities**

The physical connection of separate pieces of equipment, transmission facilities, etc., within, between and among networks, for the transmission and routing of exchange service and exchange access.

1.52 **ISDN User Part (ISUP)**

A part of the SS7 protocol that defines call setup messages and call takedown messages.

1.53 **Line Side**

Refers to an end office switch connection that has been programmed to treat the circuit as a local line connected to an ordinary telephone station set. Line side connections offer only those transmission and signaling features appropriate for a connection between an end office and an ordinary telephone set.

1.54 **Local Access and Transport Area (LATA)**

A geographic area for the provision and administration of communications service; i.e., intraLATA or interLATA.

1.55 **Local Calling Area**

Local Calling Area includes the local exchange area, and any mandatory Extended Area Service (EAS) exchanges, as defined in CenturyTel local exchange tariffs.

1.56 **Local Exchange Carrier (LEC)**

Any company certified by the Commission to provide local exchange telecommunications service. This includes the Parties to this Agreement.

1.57 **Local Exchange Routing Guide (LERG)**

The Telcordia Technologies reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designation.

1.58 **Local Number Portability (LNP)**

The ability of users of telecommunications services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications carrier to another.

1.59 **Local Provider**

A carrier authorized to provide local telecommunications service in the State.

1.60 **Local Service Request (LSR)**

The industry standard form, which contains data elements and usage rules, used by the Parties to establish, add, change or disconnect resold services and unbundled elements for the purposes of competitive local services.

1.61 **Local Traffic**

Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area, or mandatory Extended Area Service (EAS) area, as defined in CenturyTel's local exchange tariffs. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic exchange serving area for an additional fee), referred to hereafter as "optional EAS". Local Traffic includes Information Access Traffic to the extent that the end user and the ISP are physically located in the same CenturyTel Local Calling Area.

1.62 **Main Distribution Frame (MDF)**

The distribution frame used to interconnect cable pairs and line trunk equipment terminating on a switching system.

1.63 **Meet Point Billing (MPB)**

Refers to an arrangement whereby two LECs jointly provide the transport element of a switched access service to one of the LEC's end office switches, with each

LEC receiving an appropriate share of the transport element revenues as defined by the effective access tariffs.

1.64 **Mid Span Fiber Meet**

An Interconnection architecture whereby two carriers' fiber transmission facilities meet at a mutually agreed upon IP.

1.65 **Multiple Exchange Carrier Access Billing (MECAB)**

Refers to the document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Telcordia Technologies as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECs, or by one LEC in two or more states within a single LATA.

1.66 **Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface (MECOD)**

A document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Telcordia Technologies as Special Report SR-STS-002643, establishes methods for processing orders for access service that is to be provided by two or more LECs.

1.67 **911 Service**

A MOMENTUM telephone number that gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

1.68 **North American Numbering Plan (NANP)**

The system of telephone numbering employed in the United States, Canada, and Caribbean countries that employ NPA 809.

1.69 **Numbering Plan Area (NPA)**

Also sometimes referred to as an area code, is the three-digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A Geographic NPA is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A Non-Geographic NPA, also known as a "Service Access Code" or "SAC Code" is typically associated with a specialized telecommunications service that may be provided across multiple geographic NPA areas. 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

1.70 **NXX, NXX Code, Central Office Code or CO Code**

The three-digit switch entity indicator that is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.

1.71 **Owner or Operator**

As used in OSHA regulations, owner is the legal entity, including a lessee, which exercises control over management and record keeping functions relating to a building or facility. As used in the Resource Conservation and Recovery Act (RCRA), Operator means the person responsible for the overall (or part of the) operations of a facility.

1.72 **Party/Parties**

CenturyTel and/or MOMENTUM.

1.73 **Pole Attachment**

A Party's use of space on telephone poles belonging to the other Party for attachment of cables and related materials to provide services in accordance with the terms and conditions of this Agreement.

1.74 **Provider**

The Party providing service to the other. CenturyTel or MOMENTUM depending on the context and which Party is providing the service to the other Party.

1.75 **Public Safety Answering Point (PSAP)**

An answering location for 911 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Emergency Response Agencies (ERAs) such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.76 **Qualifying Service**

A Qualifying Service is a telecommunications service that competes with a telecommunications service that has been traditionally the exclusive or primary domain of incumbent local exchange carriers, including, but not limited to, local exchange service (such as "Plain Old Telephone Service"), and access service (such as DSL services and high-capacity circuits).

1.77 **Rate Center**

The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.

1.78 **Right-of-Way (ROW)**

The right to use the land or other property of another Party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A ROW may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.79 **Routing Point**

Denotes a location that a LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bear a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a "LEC Consortium Point of Interconnection." The Routing Point must be in the same LATA as the associated NPA-NXX.

1.80 **Service Switching Point or Signal Switching Point (SSP)**

A Signaling Point that can launch queries to databases and receive/interpret responses used to provide specific customer services.

1.81 **Signaling Point (SP)**

A node in the CCS network that originates and/or receives signaling messages, or transfers signaling messages from one signaling link to another, or both.

1.82 **Signaling System 7 (SS7)**

The signaling protocol, Version 7, of the CCS network, based upon American National Standards Institute (ANSI) standards.

1.83 **State**

The State in which Services are to be provided under the Agreement.

1.84 **Subsidiary**

A corporation or other legal entity that is majority owned by a Party.

1.85 **Subsequent Service Order**

Applied to LSRs requesting a service change to an existing unbundled account (no CLEC transfer). For disconnect-only LSRs, no NRC will be applied.

1.86 **Synchronous Optical Network (SONET)**

Synchronous electrical (STS) or optical channel (OC) connections between LECs.

1.87 **Switched Access Service**

The offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Service customers in a given area pursuant to a switched access tariff. Switched Access Services include: Feature Group A,

Feature Group B, Feature Group C, Feature Group D, 800 access and 900 access services.

1.88 **Tandem or Tandem Switch**

Tandem means to connect in series. A Tandem or Tandem Switch connects one trunk to another. It is an intermediate (Class 4) switch between an originating telephone call and the final destination of the call.

1.89 **TDM Technology**

Time Division Multiplexing. A method of multiplexing in which a common transmission path is shared by a number of channels on a cyclical basis by enabling each channel to use the path exclusively for a short time slot. This technology is used to provision traditional narrowband services (e.g., voice, fax, dial-up Internet access) and high-capacity services like DS1and DS3 circuits.

1.90 **Telcordia Technologies**

A wholly owned subsidiary of Science Applications International Corporation (SAIC). The organization conducts research and development projects for its owners, including development of new telecommunications services. Telcordia Technologies also provides certain centralized technical and management services for the regional holding companies and also provides generic requirements for the telecommunications industry for products, services and technologies.

1.91 **Telecommunications Services**

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

1.92 **Third Party Contamination**

Environmental pollution that is not generated by the LEC or MOMENTUM but results from off-site activities impacting a facility.

1.93 **Transit Traffic**

Transit Traffic is traffic originating on MOMENTUM's network that is switched and/or transported by CenturyTel and delivered to a third party's network.

1.94 **Trunk Side**

Refers to a central office switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity, for example, to another central office switch. Trunk side connections offer those transmission and signaling features appropriate for the connection of switching entities and cannot be used for the direct connection of ordinary telephone sets.

1.95 **Undefined Terms**

Undefined terms may appear in this Agreement. Parties acknowledge and agree that any such terms shall be construed in accordance with CenturyTel's tariffs, or, if not defined therein, under customary usage in the telecommunications industry as of the effective date of this Agreement.

1.96 **Wire Center**

A building or space within a building that serves as an aggregation point on a LEC's network, where transmission facilities and circuits are connected or switched.