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Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of)
)
Section 63.71 Application of)
)
CROSSTEL, INC.) Docket No. _____
)
For Authority to Discontinue Interconnected)
VoIP Service)

SECTION 63.71 APPLICATION

Crosstel, Inc. ("Crosstel"), through its undersigned counsel and pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, and Section 63.71 of the Commission's rules, 47 C.F.R. § 63.71, hereby files this Application to discontinue the provision of wholesale local and long distance interconnected VoIP services to Knology, Inc. ("Knology"), who terminated its contract for such wholesale services and who does not have a currently effective service contract with Crosstel or, alternatively, to obtain a determination from the Commission that no such Application or discontinuance authority is necessary.

In support of its Application, Crosstel submits the following information:

I. Description of Discontinuance

1. Name and address of carrier

Crosstel, Inc.
1791 O.G. Skinner Drive
Suite D
West Point, Georgia 31833

2. Date of planned service discontinuance

Crosstel intends to discontinue the service described in this Application on April 19, 2013, or as soon thereafter as any necessary federal approval may be obtained, subject to vacation or modification of a Preliminary Injunction issued by the United States District Court

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for the Northern District of Georgia that currently prohibits Crosstel from terminating service to Knology.

3. Points of geographic areas of service affected

Crosstel's proposed discontinuance of service will affect only Knology, who terminated its contract for Crosstel's wholesale interconnected VoIP services. Crosstel understands that Knology continues to use services previously offered under the terminated contract to provide interconnected VoIP services to two customers located in or around the City of Columbus, Georgia, one customer located in Huntsville, Alabama, one customer located in Panama City, Florida, and Knology offices in or around Columbus and Huntsville and in West Point, Georgia (the "Service Areas").

4. Brief description of the type of service affected

Crosstel proposes to discontinue the provision of wholesale services for the origination, termination and call completion of local and long distance interconnected VoIP services (the "VoIP Services").

5. Brief description of the dates and methods of notice to all affected customers

There is only one customer, Knology, in the Service Areas for the VoIP Services that Crosstel intends to discontinue. Crosstel historically provided the VoIP Services to Knology pursuant to a certain Master Carrier Agreement (the "MCA"), a copy of which is attached hereto as Exhibit A. On October 10, 2012, Knology provided Crosstel notice of its intention not to renew the MCA upon its expiration on March 31, 2013. Beginning in August 2012, even before Knology's notice of non-renewal of the MCA, Crosstel and Knology discussed various proposals for the continuation of the VoIP Services to Knology – including an extension of the MCA under its existing terms – but the parties were unable to reach agreement upon rates, terms and

conditions for continued service prior to the expiration of the MCA. Because Knology, and not Crosstel, chose to terminate Crosstel's provision of the VoIP Services, notice to Knology of Crosstel's proposed discontinuance of the VoIP Services is unnecessary. Out of an abundance of caution, however, Crosstel has provided the notice attached as Exhibit B to Knology via email and overnight courier.

6. Non-dominance of the carrier with respect to the service to be discontinued

The services to be discontinued are interconnected VoIP services. Accordingly, Crosstel is non-dominant with respect to the services as a matter of law.

7. Service

In accordance with Section 63.71 of the Commission's rules, Crosstel has mailed copies of this Application to the Governors of the States of Alabama, Florida and Georgia, the Alabama Public Service Commission, the Florida Public Service Commission, the Georgia Public Service Commission and the Special Assistant for Telecommunications for the Secretary of Defense.

8. Additional questions regarding this application may be addressed to the undersigned.

II. Circumstances of Discontinuance

A. Knology terminated its service contract, then sued Crosstel when it proposed to honor that termination.

Crosstel historically provided VoIP Services on a wholesale basis to Knology pursuant to the MCA. On October 10, 2012, Knology provided Crosstel notice of its intention not to renew the MCA upon its expiration on March 31, 2013. Even before Knology gave notice of non-renewal of the MCA, Crosstel and Knology discussed various proposals for the continuation of the VoIP Services to Knology – including Crosstel's proposal to extend the MCA under its

existing terms – but the parties were unable to reach agreement upon rates, terms and conditions for continued service prior to the expiration of the MCA.

On March 27, 2013, Knology and Knology of Columbus, Inc.¹ filed suit against Crosstel in the United States District Court for the Northern District of Georgia (the “Court”), contending that Crosstel’s proposed termination of the VoIP Services to Knology on March 31, 2013 – as a result of Knology’s own termination of the MCA – would violate Section 214 and the Commission’s order in *IP-Enabled Services*, 24 FCC Rcd. 6039 (2009), and that Crosstel was required by Section 201 to provide VoIP Services to Knology upon terms that Knology asserts are reasonable.

The next day, on March 28, 2013, the court entered a Preliminary Injunction, a copy of which is attached hereto as Exhibit C. The Preliminary Injunction requires Crosstel “[t]o continue all existing services, and to not disconnect or impair those services, to Knology, Inc. or Knology of Columbus, Inc.’s customers before the later of August 1, 2013 or the complete migration of all Plaintiffs’ customers to Plaintiffs’ network.” Exhibit C at 6. The Preliminary Injunction also prohibits Crosstel from “demand[ing] compensation from Plaintiffs for the services provided other than \$25,000 per month,” *id.*, which is both substantially less than the price of the VoIP services under the terminated MCA and substantially less than the cost to Crosstel to operate its network in order to provide the VoIP Services to Knology.

Contemporaneously with the filing of this Application, Crosstel has applied to the Court to vacate the Preliminary Injunction or to modify it so as to permit Crosstel to terminate the provision of the VoIP Services to Knology upon the Commission’s issuance of either a Section

¹ Crosstel has no service contract with Knology of Columbus, Inc. Moreover, to Crosstel’s knowledge, Knology of Columbus, Inc. is neither a telecommunications carrier nor an interconnected VoIP provider.

214 certificate authorizing the discontinuance of the VoIP Services in the Service Areas or a ruling that no Section 214 certificate is required to authorize Crosstel to terminate the provision of the VoIP Services to Knology under the circumstances presented.

B. Crosstel’s proposed termination of service to Knology is not a discontinuance, reduction or impairment of service under Section 214.

Commission precedent recognizes that a carrier does not “discontinue, reduce or impair service to a community, or part of a community” as contemplated by Section 214 when it terminates service to a wholesale customer pursuant to its tariff. *In Re Applications of The Bell Telephone Company of Pennsylvania for Authority and Certificate for Discontinuance, Reduction and Impairment of Service pursuant to Section 214 of the Communications Act of 1934*, 66 F.C.C.2d 227 (1977) (“*Bell Pennsylvania*”). Indeed, even when the Commission fined a wholesale carrier for terminating service to its customer in violation of the carrier’s own tariff, thereby cutting off service to some 58,500 end users, the Commission held that the wholesale carrier had not discontinued service in violation of Section 214. *In the Matter of Pacific Telatronics, Inc. Disconnection of Service to a Cable Television Customer in Oregon and Revisions to Tariff F.C.C. No. 4: Service to Cable Television Customers in California and Oregon*, 74 F.C.C.2d 286 (1979). Because the Commission does not permit non-dominant carriers to file tariffs for their non-access services and does not permit interconnected VoIP providers to file tariffs for any service, the same rule must apply to a termination of service authorized by a contract – or in this case, by the customer’s own termination of the contract.

Moreover, even if a wholesale carrier’s termination of service in response to a customer’s own request could require discontinuance authority under Section 214, the Commission has held that no such discontinuance authority is required if the customer is nevertheless able to provide its own services to any affected end users. “[I]f a service discontinuance to a carrier causes it to

make technical changes in the way it provides service to its customers, or requires that it pay more for service alternatives in order to continue providing service to its customers, but in no way impairs its ability to continue providing service to its customers, then no Section 214 issue arises.” *In re Southwestern Bell*, 8 FCC Rcd 2589, 2599 (1993), at ¶ 48, *remanded on other grounds sub nom. Southwestern Bell Telephone Company v. FCC*, 19 F.3d 1475 (D.C.Cir. 1994) (citing *In re Western Union Tel. Co.* 74 F.C.C.2d 293, 295-96 (1979)). Substitutes for Crosstel’s VoIP Services are readily available in the market, including from Knology itself. Specifically, Knology successfully transitioned numerous customers comprising almost 8000 access lines from Crosstel’s VoIP Services to Knology’s own services before March 31, including nearly 3500 access lines in the four day period between March 27 and March 31 (which included Easter weekend).

Issues concerning transition of customers to substitute services do not give rise to a Section 214 discontinuance. In *Bell Pennsylvania, supra*, the Commission held that there was no discontinuance of service when a telephone company terminated service to two wholesale customers for non-payment because their end users could obtain substitute services *from other carriers entirely*. Knology has asserted that one of its customers having approximately 900 access lines cannot effect a transition until late June or July 2013. But Knology has not explained why transitioning the access lines of a single customer would be problematic in light of Knology’s demonstrated ability to provide a substitute service to thousands of similar access lines or Knology’s demonstrated ability to transition almost 3500 access lines during a four day period.

C. Section 201 does not require Crosstel to continue to offer interconnected VoIP services to Knology at rates demanded by Knology.

Knology contends that Section 201(a) requires Crosstel to provide the VoIP Services to Knology “upon reasonable request therefor” while Knology transitions those customers from Crosstel’s network, and that Section 201(b) requires Crosstel to provide VoIP Services upon “just and reasonable” charges, practices, classifications, and regulations. But Section 201 does not apply to Crosstel’s provision of the VoIP Services.

Beginning with *Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, 19 FCC Rcd. 22404 (2004), the Commission consistently has declined to classify interconnected VoIP services as telecommunications services. In *IP-Enabled Services*, 24 FCC Rcd. 6039 (2009), the Commission required interconnected VoIP providers to comply with the Section 214 discontinuance procedures applicable to non-dominant common carriers, but it expressly stated that it was not classifying interconnected VoIP as a telecommunications service. *Id.* at ¶ 8 n.21. The Commission found it “important to note that we do not impose any economic regulation on providers of interconnected VoIP service by our actions today.” *Id.* at ¶ 3. More recently, in the course of comprehensively revising the rules for telecommunications carriers to compensate each other for the exchange of traffic, the FCC reiterated that it “has not classified interconnected VoIP services as ‘telecommunications services’ or ‘information services.’” *Connect America Fund, et al.*, 26 FCC Rcd. 17663, ____ (2011), at ¶ 718. The requirements of Section 201 represent the epitome of economic common carrier regulations that the Commission has expressly refrained from imposing upon interconnected VoIP providers.

Even if Crosstel’s services to Knology were telecommunications services subject to Section 201, the Commission has never held that Section 201 requires even a dominant carrier, much less a non-dominant carrier, to provide service at rates that a customer contends are “fair market value,”

as Knology contends Crosstel is required to do. The Commission's regulation of non-dominant carriers is expressly based upon its conclusion that "firms lacking market power simply cannot rationally price their services in ways which, or impose terms and conditions which, would contravene Sections 201(b) and 202(a) of the Act." *In the Matter of Policy and Rules Concerning Rates for Competitive Common Carrier Services and Facilities Authorizations Therefor*, 85 FCC 2d 1, 31 (1980). In *ACC Long Distance Corp. v. Yankee Microwave, Inc.*, 8 FCC Rcd. 85, 87 (1993), at ¶ 9 n. 30, the Commission noted that the complainant "cites no precedent, nor are we aware of any case, where the Commission prescribed rates to be charged by a carrier that it had classified as 'non-dominant' or not possessing market power." Since that time, the Commission has undertaken to regulate non-dominant carriers' access and reciprocal compensation rates, but those are not the rates at issue in this case. Knology has not cited a single case, and Crosstel has found none, in which the Commission has found any non-access rate of a non-dominant carrier to be unreasonable. "As non-dominant carriers, CLECs can charge their end-users what the market will bear." *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-Bound Traffic*, 16 FCC Rcd. 9151, 9188 (2001), at ¶ 80 n.151. "Competitive LECs are not regulated by the Commission and are not restricted in the same manner as price cap LECs in how they recover their costs." *In the Matter of Access Charge Reform*, 15 FCC Rcd. 12962, 13005 (2000), at ¶ 107. "Unlike incumbent LECs, competitive carriers (e.g., such as competitive LECs, CMRS providers, and non-dominant IXCs) lack market power and are considered non-dominant. As a result, their end-user charges are not subject to comparable rate regulation by the Commission and the states." *In the Matter of High-Cost Universal Service Support*, 24 FCC Rcd. 6475, 6638 (2008), at ¶ 314 (footnote omitted). "The Commission does not regulate the rates of non-dominant long distance

carriers Rather, the competitive market controls the rates of these non-dominant carriers.” *In the Matter of Petition for Declaratory Ruling on Issues Contained in Thorpe v. GTE*, 23 FCC Rcd. 6371, 6384 (2008) ¶ 24 (footnote omitted).

D. Knology is not within the zone of interests protected by the Commission’s requirement that interconnected VoIP service providers comply with the discontinuance requirements applicable to non-dominant telecommunications carriers.

When the Commission adopted the requirement that interconnected VoIP providers comply with the Section 214 discontinuance procedures applicable to non-dominant carriers, it emphasized the need to provide *notice to end user customers* that their service might be terminated. *See, e.g., IP-Enabled Services*, 24 FCC Rcd. at ____, ¶ 2 (“we take steps to protect *consumers* of interconnected VoIP service from the abrupt discontinuance, reduction, or impairment of their service *without notice*”); at ____, ¶ 8 (“*if customers were to lose their telephone service without sufficient notice*, they would also lose access to 911 service – possibly with disastrous consequences”); at ____, ¶ 11 (“By extending the section 214 discontinuance procedures to interconnected VoIP providers, the Commission *protects American consumers* from the unanticipated and harmful consequences that could follow the *loss of telephone service without sufficient notice*.”); at ____, ¶ 12 (“we find it reasonable for customers of interconnected VoIP service to expect *some advance notice before the discontinuance of their voice service*”); at ____, ¶ 14 (“even customers with competitive alternatives need fair notice and information to choose a substitute service”).

Nothing in the *IP-Enabled Services* order states or suggests that interconnected VoIP providers would be prohibited from terminating services to other service providers or required to provide transition services to them, much less that an interconnected VoIP provider could be required to continue to provide VoIP Service to a wholesale customer who has terminated its

contract, and to do so at rates dictated by the customer. Knology seeks to invoke protections instituted for consumers who may not understand the regulatory differences between interconnected VoIP service and traditional telephone service – for whom the Commission deems thirty days’ notice generally to be sufficient – although Knology had over *five months’ notice* of the proposed termination of Crosstel’s services, with knowledge that nothing in the MCA required Crosstel to provide any transition services, or any services of any kind, following its termination or expiration. Knology had at least 25 days’ notice that Crosstel did not intend to provide VoIP Services not required by the MCA upon terms demanded by Knology following termination of the MCA. A Knology representative stated in an exhibit to its court complaint that Knology itself provided its end user customers with *over two months’ notice* – more than twice the notice period required by Section 63.71 – of the need to transition from Crosstel’s services. And after diligent research, Crosstel has not identified a single case in which the FCC delayed or conditioned an interconnected VoIP provider’s discontinuance of service over the provider’s objection. *Cf., e.g., Comments Invited on Application of Open Range Communications Inc. to Discontinue Interconnected VoIP Services*, 26 FCC Rcd 15553 (2011), in which the Bureau permitted an interconnected VoIP provider with approximately 8000 customers² in 13 states³ to discontinue service thirty-one days after issuance of the Public Notice.

Unlike the end users the FCC sought to protect by extending the Section 214 discontinuance rules to interconnected VoIP services, Knology and WOW!, its new parent, are sophisticated industry players who, through various subsidiaries, operate both dominant⁴ and

² See Request For Immediate Authority To Discontinue Service, WC Docket No. 11-183, at 2, available at <http://apps.fcc.gov/ecfs/document/view?id=7021747670> (visited April 12, 2013).

³ See *Application of Open Range Communications Inc.*, WC Docket No. 11-183, at 1-2, available at <http://apps.fcc.gov/ecfs/document/view?id=7021746250> (visited April 12, 2013).

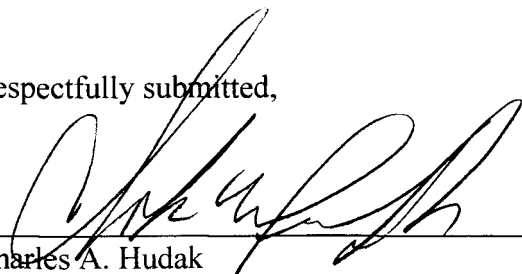
⁴ Knology itself owns three incumbent local exchange carriers.

non-dominant carriers and interconnected VoIP providers. Knology should be expected to know the difference between the rules applicable to telecommunications and interconnected VoIP services, including the fact that interconnected VoIP services are not subject to Section 201. And despite Knology's assertions to the contrary, FCC precedent establishes that the impact of a carrier's actions on a wholesale customer generally does not give rise to a Section 214 discontinuance, and common sense dictates that a customer's termination of its contract for service does not give rise to a discontinuance of service by a carrier.

III. Conclusion

Crosstel believes that its proposed termination of VoIP Services to Knology as a result of Knology's voluntary non-renewal of the contract requiring Crosstel to provide such services does not constitute a discontinuation, reduction or impairment of service to a community or part of a community under Commission precedent. Accordingly, Crosstel respectfully requests that the Commission rule that no Section 214 certificate is necessary to authorize Crosstel to terminate VoIP Service to Knology. Alternatively, to the extent that the Commission determines that a Section 214 certificate is required under the circumstances set out in this Application, Crosstel respectfully requests that this Application to discontinue the provision of VoIP Services to Knology be granted as promptly as possible.

Respectfully submitted,



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Dated: April 17, 2013

EXHIBIT A

Copy of Master Carrier Agreement between Crosstel, Inc. and Knology, Inc.

Master Carrier Agreement

THIS MASTER CARRIER AGREEMENT (the "Agreement") is made this 1st day of April 2008 (the "Effective Date"), by and between Crosstel, Inc. (collectively, "Crosstel"), with a principal place of business at 1241 O G Skinner Drive, West Point, Georgia, 31833, and Knology, Inc. ("Customer"), with a principal place of business at 1241 O G Skinner Drive, West Point, Georgia, 31833 (each a "Party" and collectively the "Parties")

WHEREAS, Crosstel operates certain telecommunications equipment and systems, and

WHEREAS, Customer wishes to purchase from Crosstel certain telecommunications and related services for use in connection with Customer's business, and Crosstel desires to provide said telecommunications and related services to Customer,

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows

1. **Definitions.** For all purposes of the Agreement, the following terms shall have the definitions set forth below

a. **Affiliate** means an entity that (directly or indirectly) controls, is controlled by, or is under common control with a Party, where "control" means the direct or indirect ownership of more than fifty percent (50%) of the voting equity

b. **Customer Premises** means the location or locations occupied by Customer to which Services are delivered.

c. **Customer's End Users** means, individually and collectively, any and all third parties who gain access to or utilize Service(s) provided to Customer hereunder

d. **Effective Date** means the date first set forth above.

e. **Facilities** means real or personal property owned or leased by Crosstel and used to deliver Services, including without limitation terminal and other equipment, wires, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms

f. **Initial Term** means a period of three (3) years commencing upon the Effective Date

g. **Service(s)** mean, individually and collectively Crosstel's IP Centrex Service, Local Service, Toll Free Service, Long Distance Termination Service and/or other telecommunications-related services and facilities described in a then-effective Service Order which has been accepted by Crosstel

h. **Service Order** means documents set forth in Exhibits "A" for Long Distance Termination Service, Exhibit "B" for IP Centrex Service, Exhibit "C" for Local Service and in the form set forth at Exhibit "D" for additional services added to this Agreement. "Service Order" expressly includes any Upgrade Service Orders

i. **Service Order Term** means, with respect to each Service Order, the period of time during which such Service Order shall be in effect

2. **Provision of Services.** Subject to all terms and conditions of the Agreement.

a. Commencing on the Effective Date and continuing through the end of the initial Term, Customer agrees to satisfy all of its intrastate, interstate and international telecommunications service requirements for IP Centrex Service, toll free service and long distance termination service (or any other service(s) purchased by Customer that is comparable to, or a substitute for, the foregoing) by purchasing the Services provided by Crosstel hereunder

b. With respect to each Service Order accepted by Crosstel, Crosstel shall promptly ensure that all Services described in such Service Order are available for Customer's use and thereafter, throughout the applicable Service Order Term (except during Excused Outages), provide to the Customer those Services specified in such Service Order in the quantity, and to the specifications, specified in such Service Order, and

c. Customer shall pay for such Services at the recurring and non-recurring rates and charges provided in such Service Order as more fully described in Sections 9 and 10 herein below

d. Crosstel may provide any additional services related to installation or use of the Services upon Customer's prior written approval of such additional services and any charges thereto, and Customer agrees to pay all rates and charges for such additional services upon invoice by Crosstel

3. **Term.** The term of this Agreement shall commence as of the Effective Date and shall expire, unless terminated earlier in accordance herewith, upon the later of (i) the expiration of the initial Term and any renewals thereof (as described below), or (ii) the last termination or expiration (without further renewal) of all Service Orders executed hereunder. Upon the expiration of the initial Term or any renewal term, this Agreement shall automatically renew for additional one (1) year renewal periods, unless a Party has delivered to the other Party written notice to the contrary at least ninety (90) days prior to the end of the then-current initial Term or renewal term, as the case may be. The Service Order Term for such Service Order will begin on the date such Service Order is executed by the Parties and shall continue for the duration of time set forth in the applicable Service Order. Upon the expiration of the initial Service Order Term or any extension thereof, the Service Order Term of such Service Order shall automatically be extended for additional one (1) year extension periods, unless a Party has delivered to the other Party written notice to the contrary at least ninety (90) days prior to the end of the then-current initial term of such Service Order or renewal term, as the case may be

4. **Service Ordering.** Customer shall offer to purchase Service(s) by executing a Service Order, and Crosstel shall be deemed to have accepted such offer upon Crosstel's execution thereof. Each Service Order (including all terms and conditions set forth therein) shall become part of, and be subject to all

Master Carrier Agreement

terms and conditions of the Agreement, with respect to the Service(s) set forth on such Service Order

5. Upgrades to Service Orders.

a. From time to time during the term of this Agreement, Customer may elect to purchase additional quantities of or functionally enhanced versions of, Services set forth on a then-current Service Order. In such event, at Customer's election and subject to Crosstel's approval and acceptance thereof, Customer may upgrade the then-current Service Order to encompass such additional quantities of, or functionally enhanced versions of, Services upon execution of an "Upgrade Service Order" which shall mean a Service Order which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or, where Customer seeks additional quantities of Services currently taken by such Customer pursuant to a then-current Service Order, the total amount of such Services to be provided to Customer, including any set forth on a then-current Service Order)

b. Upon Crosstel's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to terminate the prior Service Order(s) referenced in such Upgrade Service Order without liability to Customer for any early termination charges for such terminated Service Order(s). Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services)

6. Customer Premises, Crosstel Facilities.

a. Customer hereby grants to Crosstel, for the term of five years following the date of this Agreement, a license to access and use rack space within Customer's equipment bays at the Customer Premises, and/or such other space as mutually agreed upon by the Parties, as reasonably necessary for Crosstel to install, operate, inspect, maintain, or remove Facilities relating to the Services. Customer shall provide Crosstel with access to such space at the Customer Premises twenty-four (24) hours per day, three hundred sixty-five (365) days per year. Customer shall provide and maintain, at its own expense, the Customer Premises in good working, habitable and safe condition in accordance with telecommunications industry standards, including providing all necessary power (including back-up power/generator), heating, ventilation and air conditioning, temperature monitoring, fire protection/suppression, and grounding necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that the Customer Premises are secure and safe from hazards to the Facilities or to Crosstel's employees, agents and contractors. In addition, Customer shall be responsible for providing free transport facilities, to the extent such facilities are used to provide Knology with Service(s), for Crosstel's to interconnect Crosstel's equipment in the Customer site with the major telecommunications providers POP sites in 56 Marietta or 250 Williams Street in Atlanta, Georgia

b. Title to all Facilities shall remain with Crosstel. Crosstel will provide and maintain the Facilities in good

working order. Customer shall not, and shall not permit others to, without the prior written consent of Crosstel, (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which Crosstel provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in the Agreement to the contrary notwithstanding, in no event will Crosstel be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer or third parties provided access to the Facilities by Customer in violation of this Section 6. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Agreement) to allow Crosstel to remove the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as Crosstel may determine is necessary or desirable from time to time

c. Customer shall defend, indemnify and hold harmless Crosstel, and its successors or assigns, against any and all claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by Crosstel to the extent that the same arise from Customer's gross negligence, willful misconduct or failure to perform its obligations under this Section 6, including without limitation any damage to the Facilities resulting therefrom

7. **Customer-Provided Equipment.** Crosstel may install certain Customer-provided communications equipment at the request of Customer, but Crosstel shall not be responsible for the operation or maintenance of any Customer-provided communications equipment. Crosstel shall have no liability whatsoever for the configuration, management, or performance of Customer-provided communications equipment.

8. **Credit Approval and Deposits.** Customer will provide Crosstel with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. Crosstel may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two months) as a condition to Crosstel's acceptance of any Service Order, or as a condition to Crosstel's continuation of Services. The deposit will be held by Crosstel as security for payment of Customer's charges, and, in Crosstel's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of the Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.

9. Rates and Charges.

a. Rates and charges for Service(s) shall be set forth in the Service Order(s) pursuant to which such Service(s) are provided to Customer. Charges for additional services required for installation or use of such Services shall be at Crosstel's then-current charges for same. Billing to Customer for recurring charges with respect to Service(s) will commence on the date on which Customer is deemed to have accepted such Services in accordance with Section 9(b) below. All other

Master Carrier Agreement

charges for Services or additional Services may be billed at the times designated by Crosstel

b. Upon completion of installation, testing and activation of each Service, Crosstel shall notify Customer that such Service is installed and functioning properly for Customer's use. Customer may, in its discretion, conduct any reasonable tests of the Service for thirty (30) business days after receipt of such notice to confirm that the Service has been installed and is functioning properly. Unless Customer transmits written notice to Crosstel within such thirty (30) business day period that the Service is not installed and functioning properly for Customer's use, Customer shall be deemed to have accepted the Services as of the end of such thirty (30) business days period. In the event that Customer notifies Crosstel within the time period stated above that the Service is not installed and functioning properly, then Crosstel shall, within five (5) business days after receipt of such notice, correct any deficiencies to ensure that the Service is installed and functioning properly and deliver a new Service activation notice to Customer. The procedure described in this paragraph shall be repeated until the Customer expressly accepts such Services or is deemed to have accepted such Services as described herein, provided, however, that Customer shall have the right to terminate any Service Order pertaining to such Services, without any liability whatsoever upon notice to Crosstel, in the event that (i) Crosstel fails, within five (5) business days after receipt of notice from Customer, to ensure that the Service is installed and functioning properly, or (ii) the procedure described in this Section 9(b) is repeated more than two (2) times without acceptance of such Services by Customer. Upon any such termination, Crosstel shall refund to Customer any charges (other than any special construction charges) previously paid by Customer under such Service Order respecting such Service.

c. At Customer's request, Crosstel shall meet with Customer annually on or after each anniversary of the Effective Date to determine whether (and, if so, what) adjustments to the rates and charges for each of the Services are appropriate by virtue of technological or marketplace developments. At that meeting, Customer and Crosstel will act in good faith in requesting any rate changes and will base any such requests on documented rate information or rate quotes obtained by for comparable services provided by carriers comparable to Crosstel, taking into consideration the overall terms material to the establishment of such rates (the "Benchmark Rates"). The intent of the Parties is that the rates and charges for Services provided pursuant to the Agreement will remain competitive with the Benchmark Rates. If, upon completing the rate review, the Parties, (i) agree that Crosstel's rates and charges for any Service should be modified and on the amount of such change in accordance with this Section, then the Parties shall promptly execute an amendment to this Agreement prospectively adjusting Customer's rates and charges for such Service(s) in accordance therewith, or (ii) do not agree on whether Customer's rates and charges for any Service(s) should be modified or on the amount of such change in accordance with this Section and the Customer or Crosstel is unwilling to modify its prospective rates to meet or beat the Benchmark Rates, then, commencing on the completion of the rate

review, Crosstel's or Customer's obligations under Section 2(b) or (c) of this Agreement shall terminate, but only with respect to the Service(s) subject to such disagreement, and Customer may upon one hundred eighty (180) days' written notice to Crosstel, terminate any Service(s) subject to such disagreement, without any termination liability whatsoever, other than payment for Service(s) provided through the effective date of such termination.

d. Knology agrees that Crosstel shall be the exclusive provider for the toll services contained in Exhibit A for the term of this agreement for Domestic Toll Termination for Knology Divisions existing as of the date of this Agreement

10. **Payment.** Crosstel shall invoice Customer for the Services, and for charges for additional services required for installation or use of such Services, on a monthly basis, provided, however, that Crosstel may invoice Customer for nonrecurring charges for the Services or for additional services at any time. Billing for partial months is prorated based on a calendar month. Subject to Section 11, Customer shall pay all amounts set forth on an invoice within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1 5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

11. **Disputed Invoices.** In the event Customer disputes any portion of a Crosstel invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to Crosstel a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All claims must be submitted to Crosstel within ninety (90) days of receipt of the invoice for those Services. Customer waives the right to dispute any charges not disputed within such ninety (90) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, Section 10. If any dispute timely brought by Customer hereunder has not been resolved by the Parties within thirty (30) days (or such longer period as the Parties mutually agree upon) after Customer first submits the written claim regarding such dispute, then the disputed amounts shall become due and payable, and neither this provision nor the voluntary payment of such amount shall prevent Customer from pursuing any available legal remedies to obtain a refund of such amounts.

12. **Taxes.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on a Party's net income and taxes assessed on a Party's tangible or intangible property, the other Party will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service and permitted by applicable law to be passed through to such other Party, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively "Applicable Taxes"). If a Party is entitled to an exemption from any Applicable Taxes, such Party shall be responsible for presenting the other Party with a valid exemption certificate. Both Parties will give effect to any such valid exemption

Master Carrier Agreement

certificate to the extent it applies to any Service billed by a Party to the other Party

13. Status as Carrier.

a. Crosstel and Customer each represent and warrant to the other that it is as of the Effective Date, and shall be at all times during the term of this Agreement, a "telecommunications carrier" as defined in the Communications Act of 1934, with all required operating authority. Customer further (i) represents to Crosstel that, as of the Effective Date, it has filed an FCC Form 499-A with the Federal Communications Commission, and (ii) warrants to Crosstel that it will, at all times during the term of this Agreement, report to the Federal Communications Commission, via periodic filings of FCC Form 499, that Customer uses the Services to provide telecommunications services to end users or intermediate carriers, for purposes of federal universal service assessments

b. In reliance on the representations and warranties made by the Parties at Section 13(a) hereof, the Parties hereto have entered into this Agreement as a carrier to carrier agreement pursuant to Section 211 of the Communications Act of 1934, as amended, not as a service agreement subject to tariff, and expressly agree that any attempt to treat any of the Services as a tariffed service shall be void

14. **Use Of Marks.** Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "Marks") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to the Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval. Each Party agrees that it shall only use any Marks in strict compliance with the other Party's instructions. In no event whatsoever shall a Party use the Marks: (i) except in connection with such Party's exercise of rights and performance of obligations under the Agreement, (ii) in any manner which is derogatory to or critical of the other Party or otherwise in breach of the Agreement, or (iii) without the other Party's express prior written permission, in connection with trademarks, service marks, logos, or trade names of third parties or in any manner that expresses or implies any affiliation, connection, or association of such other Party with, or such other Party's sponsorship or approval of, the activities of any third party

15. **Customer's Use of Services** Customer shall defend, indemnify, and hold harmless Crosstel from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's End Users and/or the content of any communications transmitted via the Service(s), except for costs, losses, harm or damages arising out of Crosstel's gross negligence or willful misconduct

16. Nondisclosure.

a. Each Party acknowledges that, in the course of performance under the Agreement, it may receive Confidential Information (as hereinafter defined) of the other Party. Neither Party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such Party's performance under the Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other Party. Anything in this Section 16 to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of the Receiving Party, (ii) are publicly disclosed by the proprietor thereof, (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same, (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party, or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. For purposes of this Agreement, "Disclosing Party" means the Party who has disclosed Confidential Information of such Party to the other Party and "Receiving Party" means the Party to whom Confidential Information of the other Party is disclosed.

b. If a Receiving Party is required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The Parties hereto further agree that, anything in the Agreement to the contrary notwithstanding, in the event such a protective order or limitation on such disclosure issued by an appropriate court or regulatory authority of competent jurisdiction is not obtained by the latest date such disclosure is legally required, or in the event that the Disclosing Party elects to not seek such protective order or limitation on disclosure, such Receiving Party's compliance with such requirement or legal compulsion shall not be deemed a breach of the Agreement. Each Receiving Party agrees, when complying with such requirement or legal compulsion, to disclose only that limited portion of the Disclosing Party's Confidential Information that it is advised by counsel is legally required for such compliance and further agrees to exercise its best efforts to obtain assurance that the recipient will accord confidential treatment to such Confidential Information

c. For the purposes of the Agreement, "Confidential Information" shall mean all technical, economic, business, engineering or other information (including "trade secrets", as defined under applicable law) which is proprietary to the Disclosing Party (or with respect to which the Disclosing Party owes a third party a duty of confidence) and which the Disclosing Party discloses to the Receiving Party either (i) in tangible form marked as confidential, or (ii) orally, provided that the Disclosing Party identifies such information disclosed orally

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as being confidential at the time of disclosure and then promptly confirms the confidential nature of such information in writing to the Receiving Party

d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this Section 16, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other rights and remedies available to the Disclosing Party, in equity and at law. This Section 16 shall survive expiration or termination of the Agreement for any reason whatsoever, and the Receiving Party's obligations under this Section 16 shall continue (i) with respect to Confidential information of the Disclosing Party which also constitutes "trade secrets", as defined under applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of eighteen (18) months after the expiration or termination of the Agreement or such longer period as may be required by applicable law

17. **Force Majeure.** If a Party's performance hereunder is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk, including, without limitation, acts of God or of the public enemy; governmental requirements, changes in governmental laws or regulations; earthquakes, fires, floods or other catastrophes, epidemics or quarantines, freight embargoes, war, civil strife, insurrection, riot, materials shortages, or labor stoppages (each, a "Force Majeure Event"), then the Party whose performance is delayed or prevented shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented (and the other Party shall be excused from any corresponding performance for the same period); provided, however, that the Party whose performance is delayed or prevented shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform whenever and to the extent reasonably possible, and provided further that any time for performance set forth in this Agreement shall be extended for a period equal to the period of any such delay.

18. **Suspension of Service(s).**

a. Crosstel may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts which are the subject of a then-current dispute in accordance with Section 11) within ten (10) calendar days after Customer's receipt of written notice from Crosstel of planned suspension of Services, and may continue such suspension until all amounts due are paid in full or Crosstel terminates applicable Service(s), Service Order(s) or the Agreement pursuant to Section 19 or Section 20

b. Crosstel may suspend Service(s) without liability if Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by Crosstel, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer

has provided to Crosstel adequate security for payment for Services

19. **Termination by Crosstel.** Crosstel may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate a Service Order (in whole or in part) and/or discontinue Service(s) (in whole or in part) or terminate the Agreement, all without liability, in the event that:

a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with Section 11) remain unpaid sixty (60) days after the date such amounts were first due;

b. Customer (i) suspends its business operations, (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;

c. Crosstel is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s) (except where Crosstel is then in breach of any representation or warranty at Section 13(a)); or

d. changes in applicable law, regulation, decision, rule or order materially increase the costs to Crosstel of, or materially affects other terms of Crosstel's delivery of Service(s), and Crosstel and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within ninety (90) days after Crosstel's delivery of written notice requesting renegotiation thereof.

20. **Termination by Either Party.** In addition to any other right of a Party to terminate a Service Order or the Agreement, a Party may, by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given, terminate the Agreement or, at its election, affected Service Order(s), in the event the other Party has committed a material breach of any provision of the Agreement, provided that such non-breaching Party has first delivered written notice of such breach to the other Party, and (i) if the breach arises other than under Sections 2, 10, 14 or 16, thirty (30) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach, or (ii) if the breach arises under Sections 2, 10, 14 or 16, ten (10) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach

21. **Termination by Customer.**

a. Customer may terminate a Service Order prior to the end of the applicable Service Order Term therefor without payment of any applicable termination charge if: (i) any Service provided pursuant to such Service Order is Unavailable (as defined below) on two or more separate occasions of more than three (3) hours each in any thirty (30) day period, (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred and twenty (120) day period, or (iii) the quality of Service fails to meet any applicable Service Levels (if any) specified for such Service in the Service Order for such

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Service six (6) or more times in any ninety (90) day period. For purposes of the foregoing, "Unavailable" shall mean a total interruption in any Service specified in a Service Order, except for any interruption that is an Excused Outage. The duration of any interruption will commence when Crosstel is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate any affected Service Order under this Section, in writing, within thirty (30) days after the occurrence that gave rise to a right of termination hereunder. "Excused Outage" means any outage, interruption, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives at least five (5) days prior notice, (y) actions or inactions of Customer or Customer's End Users, or failure of Customer-provided power or equipment, or (z) a Force Majeure Event as defined in Section 17.

b. In addition to any other right of Customer to terminate a Service Order hereunder, Customer may terminate a Service Order prior to the end of the term thereof upon thirty (30) days' prior written notice to Crosstel, subject to payment to Crosstel of termination charges as set forth herein, in addition to any other charges incurred by such Customer in connection with such Service Order.

22. Effect of Termination.

a. Upon termination or expiration of any Service(s) or Service Order for any reason whatsoever:

(1) all obligations of the Parties hereto under such Service Order and under the Agreement with respect to such terminated Service(s) shall immediately terminate, provided, however, that each Party's respective rights and obligations under Sections 15 and 24 hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of such Service(s) or Service Order, and

(2) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

b. Upon termination or expiration of the Agreement for any cause whatsoever:

(1) all obligations of Crosstel under all Service Orders and under the Agreement shall immediately terminate, provided, however, that each Party's respective rights and obligations under Sections 15 and 24 hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of the Agreement; and

(2) all payment obligations of Customer under the Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

23. **Termination Charges.** Upon termination of any Service(s), Service Order or the Agreement by Crosstel

pursuant to Section 19(a), 19(b), or 20 or by Customer for any reason other than pursuant to Section 20 or Section 21(a), Crosstel may, in addition to all other remedies that may be available to Crosstel at law or in equity, assess and collect from Customer, and Customer shall pay, a termination charge equal to the sum of (i) the total amount of any all credits or waivers of nonrecurring charges applied to Customer's account for the terminated Service(s) from the Effective Date through to the effective date of such termination; and (ii) an amount equal to fifty percent (50%) of the total fixed recurring monthly charges for such terminated Service(s) for each full calendar month remaining in each then-current Service Order Term in the absence of such termination; and (iii) an amount equal to fifty percent (50%) of the average monthly usage charges for such terminated Service(s), measured during the three (3) calendar month period immediately preceding the effective date of such termination, multiplied by the number of full calendar months remaining in any applicable then-current Service Order Term in the absence of such termination. The Parties agree that for purposes of calculating Termination Charges for early termination of the Service Order for Domestic Long Distance Service, the amount equal to fifty percent (50%) of the average monthly usage charges for such terminated Service(s), measured during the three (3) calendar month period immediately preceding the effective date of such termination shall be calculated using a minimum usage of fifteen million minutes per month by Knology.

24. Limitation of Liability

a. Except for Customer's indemnification obligations under the Agreement, the aggregate liability of each Party to the other Party for any losses or damage, whether direct or indirect, arising out of or in connection with the Agreement, any Service Order or the use of any Services or Facilities, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the fixed monthly recurring charges paid to Crosstel by Customer for the Service(s) which gave rise to the liability during the six (6) calendar month(s) immediately preceding the calendar month in which the act or omission giving rise to such liability occurred.

b. Any other provision of the Agreement to the contrary notwithstanding, neither Party shall be liable to the other Party for lost profits or other consequential damages, special damages, general damages, incidental damages, indirect damages, exemplary or punitive damages, cover damages, damages arising from loss or corruption of data or for any claims against such other Party by any third party, even if such Party was advised of the possibility of same.

25. **DISCLAIMER OF WARRANTIES.** CROSSTEL MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND CROSSTEL HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF

Master Carrier Agreement

PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES CROSSTEL HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

26. Assignment. Neither Party may assign any portion of this Agreement, voluntarily or involuntarily, including without limitation by operation of law or by merger in which such Party does not survive, except with the express written consent of the other Party (which consent shall not be unreasonably withheld, delayed or conditioned), and any attempt to do so shall be null and void. No person or entity not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof, and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

27. Notice. Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under the Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.

28. Governing Law. The Agreement and the rights and obligations of the Parties hereto hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to Georgia's conflict of law principles.

29. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.

30. Severability. Any provision of the Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of the Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

31. Relationship of Parties. Nothing in the Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has or shall have any authority to bind, assume any obligation for or incur any debt on behalf of the other Party in any respect whatsoever.

32. Supersedence. In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Agreement, the terms of the applicable Service Order shall control.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly respective authorized representatives as of the Effective Date

Crosstel, Inc.
("Crosstel")

By



Name: M.V. Thomas

Title: President & CEO

Knology, Inc.
("Customer")

By



Name: Chad S. Wachter

Title: 

Master Carrier Agreement

EXHIBIT "A"

SERVICE ORDER No. 2008-1 TO MASTER CARRIER AGREEMENT Between Crosstel, Inc. and Knology, Inc.

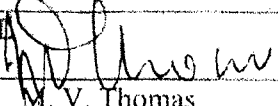


| Customer Information | Crosstel Information |
|--|---------------------------------------|
| Knology, Inc. | Crosstel, Inc. |
| 1241 O.G. Skinner Drive | 1241 O.G. Skinner Drive |
| West Point, Georgia 31833 | West Point, Georgia 32833 |
| Contact: Chad Wachter | Contact: M.V. Thomas |
| Phone: 706-634-2663 | Phone: 706-645-3002 |
| Fax: 706-645-0148 | Fax: 706-645-3025 |
| E-mail address: chad.wachter@knology.com | E-mail address: mvthomas@crosstel.com |

The Parties agree that within twelve months from the date of this Service Order, the Benchmark Rates for Domestic Toll Termination shall be set at \$0.009, for Domestic Toll Termination for Knology Divisions existing as of the date of this Agreement, excluding Domestic Toll Calls originating out of the Rapid City and the Sioux Falls divisions.

| |
|--|
| Service Address: 901 1 st Avenue, West Point, Georgia 31833 |
| Site Contact Information: |
| Service Description: Termination of toll calls, 800 number calls and International/Offshore calls, and Conference Calling on a Retail basis. |
| Service Details/Additional Terms: Rates for Long Distance Service originating from Knology's local network |

| Type | Term | Charges | Non-Recurring Charges |
|--|--|--|-----------------------|
| Domestic Toll Termination, Toll Free Call Termination, International/Offshore Toll Termination & Directory Assistance. | Thirty (36) months from April 1, 2008 | The monthly "cost" invoiced to Crosstel by third party providers for the Termination service provided to Knology hereunder, plus an amount equal to \$0.00355 per minute-of-use. | N/A |
| Conference Calling | Twelve Months from April 1, 2008 | \$0.025 | |
| Local Transit Termination | Nine (9) months from turn up of transit service. | \$0.0015 per MOU | |

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| | |
|---|--|
| CROSSTEEL | |
| By:  | CUSTOMER: |
| Print Name: M. V. Thomas | By:  |
| Title: President & CEO | Print Name: Chad Wachter |
| Date: 2/1/08 | Title:  |
| | Date: 4/1/08 |

Master Carrier Agreement

EXHIBIT B
SERVICE ORDER No. 2008-2 TO MASTER CARRIER AGREEMENT
Between Crosstel, Inc. and Knology, Inc.

| Customer Information | Crosstel Information |
|--|--|
| Knology, Inc. | Crosstel, Inc |
| 1241 O.G. Skinner Drive | 1241 O.G. Skinner Drive |
| Contact: Chad Wachter | Contact: M.V. Thomas |
| West Point, Georgia 31833 | West Point, GA 31833 |
| Phone: 706-634-2663 | Phone: 706-645-3002 |
| Fax: 706-645-0148 | Fax: 706-645-3025 |
| E-mail address: asivell@knology.com | E-mail address: mvthomas@crosstel.com |

Chad Wachter

| |
|---|
| Service Address: 901 1 st Avenue, West Point, Georgia 31833 |
| Site Contact Information: |
| Service Description: SIP Trunking/IP Centrex Line / Features Pricing / ACD Queuing / Audit Access/Carrier Reconciliation/CALEA. |
| Service Details: Rates for IP Centrex lines originating from Knology's local network. |

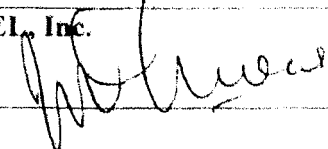
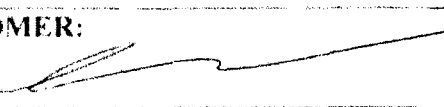

| Type | Frequency | Recurring Charges | Set Up Charges |
|---|--|---|---|
| SIP Trunk and IP Centrex Line Includes IP Station Features, VM and Web Portal * | <ul style="list-style-type: none"> ○ ○ ○ Monthly per line/trunk for all lines | 11.25 <small>-4300 line min</small> 11.25 11.00 10.75 10.50 10.25 10.00 9.75 9.50 9.25 9.00 8.75 | 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 |
| IP Centrex Line Ancillary Charges | | | |
| Console Assistant | Monthly per user | 60.00 | N/A |
| Soft-Phone | Monthly per user | 5.00 | 30.00 |
| Mobile Portal | Monthly per user | 3.00 | N/A |

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| | | | |
|----------------------|--|--------|-------|
| Custom Music on Hold | Per set-up/change Monthly - per queue license | N/A | 10.00 |
| ACD Queue License * | | | |
| 1-10 agents | | 25.00 | N/A |
| 11-25 agents | | 50.00 | 30.00 |
| 26-50 agents | | 90.00 | N/A |
| 51+ agents | | 120.00 | 30.00 |
| ACD Reporting | Per Report | | |
| Voice Mail | Per Line (stand alone) | 500.00 | N/A |
| | | 2.00 | |

The Parties agree to include rates for IP Centrex Ancillary Charges in their annual rate review as described in Paragraph 9(c) of the Master Carrier Agreement.

| Type | Frequency | Recurring Charges | Set Up Charges |
|-----------------------------------|------------------|-------------------|----------------|
| Administration *: | | | |
| • T-6000 Admin Access: | Monthly Per User | Included | N/A |
| • 1-5 (max 5) | Monthly Per User | Included | |
| • Call Record Audit License | Monthly | Included | |
| • Carrier Reconciliation Services | Monthly | Included | |
| • CALEA Compliance | Monthly | Included | |
| • CALEA Incident | Per Event | | \$1,000.00 |

| | |
|---|--|
| CROSSTEL, Inc. | CUSTOMER: |
| By:  | By:  |
| Print Name: M.V. Thomas | Print Name: Chad Wachter |
| Title: President & CEO | Title:  |
| Date: 7.11.2008 | Date: 4/1/08 4/1/08 |

Master Carrier Agreement

EXHIBIT C

SERVICE ORDER No. 2008-3 TO MASTER CARRIER AGREEMENT Between Crosstel, Inc and Knology, Inc.

| Customer Information | Crosstel Information |
|--|---------------------------------------|
| Knology, Inc. | Crosstel, Inc |
| 1241 O.G. Skinner Drive | 1241 O.G. Skinner Drive |
| Contact: Chad Wachter | Contact: M.V. Thomas |
| West Point, Georgia 31833 | West Point, GA 31833 |
| Phone: 706-34-2663 | Phone: 706-645-3002 |
| Fax: 706-645-0148 | Fax: 706-645-3025 |
| E-mail address: chad.wachter@knology.com | E-mail address: mvthomas@crosstel.com |

| |
|---|
| Service Address: 901 1 st Avenue, West Point, Georgia 31833 |
| Site Contact Information: |
| Service Description: Residential VoIP / Residential Features Pricing / Access |
| Service Details: Rates for Knology "on network" retail customers |

| Type | Frequency | Recurring Charges | Set Up Charges |
|--|-------------|-------------------|----------------|
| Subscriber Line: Basic Residential Line - Analog station • w/ 4 residential analog station features | Monthly | 5.00 | 10.00 |
| Features: Residential Line | | | |
| Analog Station Features | Monthly per | .25 | N/A |
| Voice Assistant | feature | 1.00 | N/A |
| Web Portal or Voice Mail | Monthly | 2.00 | N/A |
| Mobile Portal | Monthly | 3.00 | N/A |

| | | | |
|--|--|--|--|
| | | | |
| | | | |

1. Crosstel IP Centrex Service provides Customer an arrangement for interconnecting multiple users by carrying packetized voice streams for simultaneous calls via broadband access facilities. Crosstel IP Centrex Service is furnished by a GenBand M6 and associated facilities needed to provide the following basic service capabilities and features:

| | |
|--|--|
| Billing account codes - up to 20 digit account codes | Hold |
| Call forwarding | Hold recall |
| Call pick-up groups | Message waiting notification |
| | Multiple line appearances (digital only) |

Master Carrier Agreement

| | |
|--|---|
| Auto Attendants | multiple Line Hunt Groups |
| Park | Music on hold |
| Call transfers – announced/unannounced | Mute |
| Call Waiting/Caller ID | Remote Call forward to DID |
| Group Pickup | Redial |
| Caller ID | Speed dials – up to 99 memory positions per station |
| Caller ID Block | Station-to-station intercom (Digital only) |
| Conference Calling - | Toll restriction |
| Direct extension assignment | 411 Blocking |
| Direct Inward Dialing | Forward to Voice Mail |
| Do-not-disturb | Four (+) digit extension dialing |

Other features may be added to this list as they are made available throughout the term of this Service Order.

| | |
|---|---|
| CROSSTEL Inc. | CUSTOMER: |
| By:  | By:  |
| Print Name: M.V. Thomas | Print Name: Chad S. Wachter |
| Title: President & CEO | Title:  |
| Date: 7.11.2008 | Date: |

Master Carrier Agreement

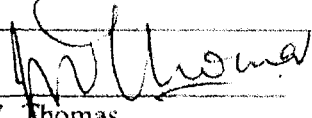
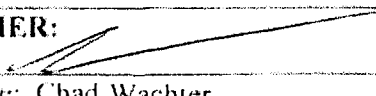
EXHIBIT "D"

SERVICE ORDER No. 2008-4 TO MASTER CARRIER AGREEMENT Between Crosstel, Inc. and Knology, Inc.

| Customer Information | Crosstel Information |
|--|---------------------------------------|
| Knology, Inc. | Crosstel, Inc. |
| 1241 O.G. Skinner Drive | 1241 O.G. Skinner Drive |
| West Point, Georgia 31833 | West Point, Georgia 32833 |
| Contact: Chad Wachter | Contact: M.V. Thomas |
| Phone: 706-634-2663 | Phone: 706-645-3002 |
| Fax: 706-645-0148 | Fax: 706-645-3025 |
| E-mail address: chad.wachter@knology.com | E-mail address: mvthomas@crosstel.com |

| |
|--|
| Service Address: 901 1 st Avenue, West Point, Georgia 31833 |
| Site Contact Information: |
| Service Description: Termination of toll calls, 800 number calls and International/Offshore calls, and Conference Calling on a Wholesale basis. |
| Service Details/Additional Terms: Rates for Long Distance Service originating from Knology's off-net Wholesale Customers. These rates shall be subject to a true-up reconciliation contained in the Joint Ownership Agreement between the parties. |

| Type | Term | Charges | Non-Recurring Charges |
|--|---------------------------------------|--|-----------------------|
| Domestic Toll Termination, Toll Free Call Termination, International/Offshore Toll Termination & Directory Assistance. | Thirty (36) months from April 1, 2008 | The monthly "cost" invoiced to Crosstel by third party providers for the Termination service provided to Knology hereunder, plus an amount equal to \$0.00355 per minute-of-use. | N/A |
| Conference Calling | Twelve Months from April 1, 2008 | \$0.025 | |
| Local Transit Termination | Thirty (36) months from April 1, 2008 | \$0.0015 per MOU | |

| | |
|---|---|
| CROSSTEL By:  Print Name: M. V. Thomas Title: President & CEO Date: 7-11-2008 | CUSTOMER: By:  Print Name: Chad Wachter Title: Date: |
|---|---|

Master Carrier Agreement

EXHIBIT E

SERVICE ORDER No. 2008-5 TO MASTER CARRIER AGREEMENT

Between Crosstel, Inc. and Knology, Inc.

| Customer Information | Crosstel Information |
|--|---------------------------------------|
| Knology, Inc. | Crosstel, Inc |
| 1241 O.G. Skinner Drive | 1241 O.G. Skinner Drive |
| Contact: Chad Wachter | Contact: M.V. Thomas |
| West Point, Georgia 31833 | West Point, GA 31833 |
| Phone: 706-634-2663 | Phone: 706-645-3002 |
| Fax: 706-645-0148 | Fax: 706-645-3025 |
| E-mail address: asivell@knology.com | E-mail address: mvthomas@crosstel.com |
| <i>Chad Wachter</i> | |
| Service Address: 901 1 st Avenue, West Point, Georgia 31833 | |
| Site Contact Information: | |
| Service Description: SIP Trunking/IP Centrex Line / Features Pricing / ACD Queuing / Audit Access/Carrier Reconciliation/CALEA. | |
| Service Details: Rates for IP Centrex lines originating from Knology's off-net Wholesale Customers. These rates shall be subject to a true-up reconciliation contained in the Joint Ownership Agreement between the parties. | |

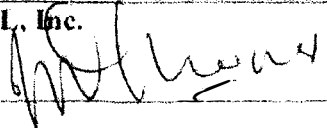
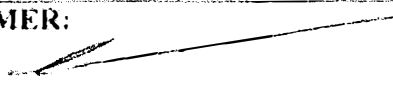
| Type | Frequency | Recurring Charges | Set Up Charges |
|--|--|--|--|
| SIP Trunk and IP Centrex Line Includes IP Station Features, VM and Web Portal * | ○ Monthly per line/trunk for all lines | | |
| <ul style="list-style-type: none"> • <4300 • 4300 - 4599 • 4600 - 4899 • 4900 - 5199 • 5200 - 5499 • 5500 - 5799 • 5800 - 6099 • 6100 - 6399 • 6400 - 6699 • 6700 - 6999 • 7000 - 7299 • 7300 + | | 11.25 -4300 line min 11.25 11.00 10.75 10.50 10.25 10.00 9.75 9.50 9.25 9.00 8.75 | 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 10.00 |
| IP Centrex Line Ancillary Charges Console Assistant | Monthly per user | 60.00 | N/A |

Master Carrier Agreement

| | | | |
|----------------------|-----------------------------|--------|-------|
| Soft-Phone | Monthly per user | 5.00 | 30.00 |
| Mobile Portal | Monthly per user | 3.00 | N/A |
| Custom Music on Hold | Per set-up/change | N/A | 10.00 |
| ACD Queue License * | Monthly - per queue license | | |
| 1-10 agents | | 25.00 | N/A |
| 11-25 agents | | 50.00 | 30.00 |
| 26-50 agents | | 90.00 | N/A |
| 51+ agents | | 120.00 | 30.00 |
| ACD Reporting | Per Report | | |
| Voice Mail | Per Line (stand alone) | 500.00 | N/A |
| | | 2.00 | |

The Parties agree to include rates for IP Centrex Ancillary Charges in their annual rate review as described in Paragraph 9(c) of the Master Carrier Agreement.

| Type | Frequency | Recurring Charges | Set Up Charges |
|-----------------------------------|------------------|-------------------|----------------|
| Administration *: | | | |
| • T-6000 Admin Access: | Monthly Per User | Included | N/A |
| • 1-5 (max 5) | Monthly Per User | Included | |
| • Call Record Audit License | Monthly | Included | |
| • Carrier Reconciliation Services | Monthly | Included | |
| • CALEA Compliance | Per Event | Included | \$1,000.00 |
| • CALEA Incident | | | |

| | |
|--|--|
| CROSSTEL, Inc. By:  Print Name: M.V. Thomas Title: President & CEO Date: 7/11/08 | CUSTOMER: By:  Print Name: Chad Wachter Title: VP Date: 7/11/08 |
|--|--|

Master Carrier Agreement

EXHIBIT F

SERVICE ORDER No. 2008-6 TO MASTER CARRIER AGREEMENT Between Crosstel, Inc and Knology, Inc.

| Customer Information | Crosstel Information |
|--|---------------------------------------|
| Knology, Inc. | Crosstel, Inc |
| 1241 O.G. Skinner Drive | 1241 O.G. Skinner Drive |
| Contact: Chad Wachter | Contact: M.V. Thomas |
| West Point, Georgia 31833 | West Point, GA 31833 |
| Phone: 706-34-2663 | Phone: 706-645-3002 |
| Fax: 706-645-0148 | Fax: 706-645-3025 |
| E-mail address: chad.wachter@knology.com | E-mail address: mythomas@crosstel.com |

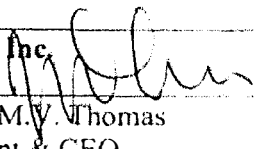
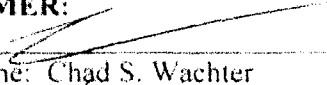

| |
|--|
| Service Address: 901 1 st Avenue, West Point, Georgia 31833 |
| Site Contact Information: |
| Service Description: Residential VoIP / Residential Features Pricing / Access |
| Service Details: Rates for Knology off-net Wholesale Customers. These rates shall be subject to a true-up reconciliation contained in the Joint Ownership Agreement between the parties. |

| Type | Frequency | Recurring Charges | Set Up Charges |
|---|-------------|-------------------|----------------|
| Subscriber Line: | | | |
| Basic Residential Line – Analog station • w/ 4 residential analog station features | Monthly | 5.00 | 10.00 |
| Features: | | | |
| Residential Line | | | |
| Analog Station Features | Monthly per | .25 | N/A |
| Voice Assistant | feature | 1.00 | N/A |
| Web Portal or Voice Mail | Monthly | 2.00 | N/A |
| Mobile Portal | Monthly | 3.00 | N/A |

| | |
|--|---|
| <p>1. Crosstel IP Centrex Service provides Customer an arrangement for interconnecting multiple users by carrying packetized voice streams for simultaneous calls via broadband access facilities. Crosstel IP Centrex Service is furnished by a GenBand M6 and associated facilities needed to provide the following basic service capabilities and features:</p> | Hold Hold recall Message waiting notification |
| Billing account codes – up to 20 digit account codes Call forwarding | |

Master Carrier Agreement

| | |
|--|--|
| Call pick-up groups Auto Attendants Park Call transfers – announced/unannounced Call Waiting/Caller ID Group Pickup Caller ID Caller ID Block Conference Calling - Direct extension assignment Direct Inward Dialing Do-not-disturb | Multiple line appearances (digital only) multiple Line Hunt Groups Music on hold Mute Remote Call forward to DID Redial Speed dials – up to 99 memory positions per station Station-to-station intercom (Digital only) Toll restriction 411 Blocking Forward to Voice Mail Four (4) digit extension dialing |
| Other features may be added to this list as they are made available throughout the term of this Service Order. | |

| | |
|---|---|
| CROSSTEL, Inc. By:  Print Name: M.V. Thomas Title: President & CEO Date: 7.11.2008 | CUSTOMER: By:  Print Name: Chad S. Wachter Title:  Date: 7/11/08 |
|---|---|

SERVICE ORDER No. _____ TO MASTER CARRIER AGREEMENT
Between Crosstel, Inc. and Knology, Inc.

| Customer Information | Crosstel Information |
|------------------------|------------------------|
| Customer Name: | Crosstel Name: |
| Street Address: | Street Address: |
| Contact: | Contact: |
| City/State/Zip: | City/State/Zip: |
| Business Phone Number: | Business Phone Number: |
| Business Fax Number: | Business Fax Number: |
| E-mail Address: | E-mail Address: |

Crosstel shall provide the following Services and equipment and Customer agrees to pay the fees and charges set forth below:

| |
|--|
| Service Address: |
| Site Contact Information: Office: Cell: |
| Service Description: |
| Service Details/Additional Terms: |

EXHIBIT B

Copy of notice letter to Knology, Inc. and Knology of Columbus, Inc.



April 17, 2013

Knology, Inc.
1241 O.G. Skinner Drive
West Point, Georgia 31833
Attn: Steven Cochran, President

Re: Termination of Crosstel, Inc.'s provision of interconnected VoIP services to Knology, Inc.

Dear Mr. Cochran:

As a result of Knology's decision to permit that certain Master Carrier Agreement between Crosstel and Knology dated as of April 1, 2008 (the "MCA") to expire without renewal and Knology's failure to enter into a new agreement for services on terms acceptable to Crosstel, Crosstel hereby gives notice of its termination of interconnected VoIP services and related services to Knology. Crosstel intends to terminate service promptly upon (1) Crosstel's receipt of authorization pursuant to Section 214 of the Communications Act of 1934, as amended, 47 U.S.C. § 214, for such termination by the Federal Communications Commission ("FCC") or a ruling by the FCC that no such authorization is required and (2) an order of the United States District Court for the Northern District of Georgia either vacating the Preliminary Injunction issued in *Knology, Inc. and Knology of Columbus, Inc. v. Crosstel, Inc.*, Civil Action No. 3:13-cv-00054-TCB (N.D.Ga.) on March 28, 2013 or modifying such Preliminary Injunction to permit Crosstel to terminate such services, but not before April 19, 2013.

Crosstel's termination of service to Knology will result in the termination of all services that Crosstel currently provides pursuant to the MCA to Knology in all locations, including, but not limited to, Huntsville, Alabama, Panama City, Florida, Columbus and West Point, Georgia and the surrounding areas.

The FCC will normally authorize this proposed discontinuance of service unless it is shown that customers would be unable to receive service or a reasonable substitute from another carrier or that the public convenience and necessity is otherwise adversely affected. If you wish to object, you should file your comments as soon as possible, but no later than 15 days after the Commission releases public notice of the proposed discontinuance. Address them to the Federal Communications Commission, Wireline Competition Bureau, Competition Policy Division, Washington, DC 20554, and include in your comments a reference to the § 63.71 Application of Crosstel, Inc. Comments should include specific information about the impact of this proposed discontinuance upon you or your company, including any inability to acquire reasonable substitute service.

Notwithstanding the foregoing, as you know, Crosstel believes that no Section 214 authorization is required for Crosstel to terminate service to Knology as a result of Knology's non-renewal of the MCA and that Knology therefore has no right to object to any discontinuance of service.

Please take due notice and be governed accordingly.

Sincerely,

A handwritten signature in black ink, appearing to read "John Feehan". The signature is fluid and cursive, with a large loop at the beginning and a long horizontal stroke at the end.

John Feehan
Vice President and General Manager
Crosstel, Inc.

EXHIBIT C

Copy of Preliminary Injunction entered March 31, 2013, in *Knology, Inc. and Knology of Columbus, Inc. v. Crosstel, Inc.*, Civil Action No. 3:13-cv-00054-TCB (N.D.Ga.)

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
NEWNAN DIVISION

**Knology, Inc. and Knology of
Columbus, Inc.,**

Plaintiffs,

v.

Crosstel, Inc.,

Defendant.

**Civil Action File No.
3:13-cv-00054-TCB**

**AND
~~PRELIMINARY INJUNCTION OR~~ TEMPORARY
RESTRAINING ORDER**

In this civil action, the Plaintiffs Knology, Inc. (“Knology”) and Knology of Columbus, Inc. (“Knology of Columbus”) (collectively, “Plaintiffs”) have filed a Verified Complaint (Dkt. 1) against Defendant Crosstel, Inc. (“Crosstel”) and an Emergency Motion for Temporary Restraining Order or Preliminary Injunction (referred to here as the Motion) against Crosstel, its officers, agents, and any persons acting in concert with Crosstel. The Court has federal subject matter jurisdiction of this case pursuant to 28 U.S.C. §§ 1331, 1337, 2201 and 2202. Verified Complaint ¶¶6-10. The Court has personal jurisdiction over Defendant as a corporation conducting business within this District. Verified Complaint ¶10.

The Plaintiffs filed the Verified Complaint on March 27, 2013, verified by Kathryn E. Ford, Vice President, Legal Affairs. The Verified Complaint attaches several documents, including the Plaintiffs' contract with Crosstel a Master Carrier Agreement ("MCA"), correspondence relating to the MCA and another contract between non-party Knology Provider Solutions Group, Inc. and Crosstel, the Strategic Collaboration and Service Agreement ("SCA"). The Verified Complaint also attaches Declarations including one from Captain Joel Heape from the Bay County Sheriff's Office in Panama City, Florida and another from Ms. Ford. Plaintiffs represent that they sent the Verified Complaint by email the same day to Crosstel's business representatives, M.V. Thomas and John Feehan.

On March 27, 2013, Plaintiffs also filed the Motion with a Brief in Support. Plaintiffs provided Crosstel the same service for the Motion. Crosstel has not controverted this service. The Motion accordingly is one with notice to Crosstel, and the Court can accordingly enter the order as a preliminary injunction that does not expire within the time prescribed for temporary restraining orders. Fed. R. Civ. P. 65(a)(1), (b)(1); Wright & Miller, *Federal Practice & Procedure (Civ.)* § 2951 (2nd Ed.).

The Court held a hearing on the Motion on March 28, 2013. Representatives from both Plaintiffs and Defendants attended the hearing with legal counsel.

The movant for a preliminary injunction or temporary restraining order generally must prove “(1) substantial likelihood of success on the merits; (2) irreparable injury will be suffered unless the injunction issues; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; and (4) if issued, the injunction would not be adverse to the public interest.” *BellSouth Telecomms., Inc. v. MCI Metro Access Transmission Servs., LLC*, 425 F.3d 964, 968 (11th Cir. 2005). In the Eleventh Circuit, irreparable harm is presumed when a statute’s purpose would be eviscerated if injunctive relief were denied. *See, e.g., Gresham v. Windrush Partners, Ltd.*, 730 F.2d 1417, 1423-24 (11th Cir. 1984) (housing discrimination); *Alabama-Tombigbee Rivers Coalition, v. Dep’t of Interior*, 26 F.3d 1103, 1106-1107 (11th Cir. Ala. 1994) (injunction against use of report in violation of federal statute); *C.B. v. Bd. of Sch. Com’rs of Mobile Co., AL*, 261 F. App’x 192, 194, 2008 WL 63298 (11th Cir. Jan. 7, 2008) (unpublished opinion, discussing *Alabama-Tombigbee*). Here, regardless of whether such a presumption of irreparable harm applies, the Plaintiffs have met all four factors.

The Motion, Verified Complaint, Declarations, exhibits, and the matters discussed at the hearing together show that Plaintiffs have met the standard for a temporary restraining order or preliminary injunction under Rule 65(a) and (b), enjoining Crosstel from terminating services under the MCA on April 1, 2013. Section 214 of the Communications Act requires Crosstel to obtain FCC authorization before terminating service (47 U.S.C. § 214(a)), and the same statute provides a private right of action in this Court for any “interested party” to seek an injunction. 47 U.S.C. § 214(c). The FCC’s rules expressly apply to providers of interconnected VoIP services (47 C.F.R. § 63.60(a)), which are among the services provided by Crosstel under the MCA and which Crosstel proposes to stop providing as of the close of March 31, 2013. The Communications Act also prohibits refusal of a reasonable request for service (47 U.S.C. § 201(a)) and prohibits unjust and unreasonable practices in connection with interstate communications. 47 U.S.C. § 201(b). Crosstel does not have a Section 214 certificate from the FCC that authorizes it to discontinue service. For the reasons stated in the Brief in Support of Motion, the Plaintiffs have demonstrated a likelihood of success on the merits of these claims.

For the reasons further stated in Plaintiffs’ Brief, the Plaintiffs demonstrate that if Crosstel terminates service on April 1, 2013, they will suffer an irreparable

injury of having telephone service to certain of their customers shut off before those customers can migrate to Plaintiffs' network. Termination of service to two of those customers in particular would also irreparably harm the public – a university in Columbus, Georgia¹ and the Bay County Sheriff's Office.

The potential harm to Plaintiffs outweighs any harm to Crosstel from the injunction. Plaintiffs have offered to post a bond in the amount of \$75,000 to cover the continuation of services. Fed. R. Civ. P. 65(c). The Court finds this bond amount – which is more than the contractual rates to which Crosstel would be entitled for delivery of services to the affected customers – ~~adequate~~ *inadequate; the bond should be \$100,000.*

The public interest also weighs in favor of the injunction. Plaintiffs' Declarations in particular show this element because terminating service to the Bay County Sheriff's Office would leave the public without a 911 emergency service provider for the county, and would do so during what the Sheriff's Office notes is a very busy spring break season in the county. Terminating service to a university also is against the public interest in having the students and faculty be able to communicate during their spring semester. The public interest also supports not allowing the sudden termination of service to the several other customers whom

¹ Plaintiffs moved for leave to file under seal a document that identifies the university and the number of access lines, as customer proprietary network information under 47 U.S.C. § 222.

Plaintiffs are unable to transition by April 1, 2013.

Accordingly, because all four factors for a preliminary injunction weigh in Plaintiffs' favor, the Court hereby GRANTS the Motion.

Defendant Crosstel, its agents, attorneys, servants, employees, and other persons in active concert or participation with Crosstel are ORDERED and ENJOINED:

1. To continue all existing services, and to not disconnect or impair those services, to Knology, Inc. or Knology of Columbus, Inc.'s customers before the later of August 1, 2013 or the complete migration of all Plaintiffs' customers to Plaintiffs' network;

2. To not interfere with Plaintiffs' migration of their customers to their network;


3. While this Order is effective, to not demand compensation from Plaintiffs for the services provided other than ~~the posted bond amount.~~

\$25,000 per month. TCB

4. On or before Monday, April 1, 2013, Plaintiffs shall pay Defendant ^{the} \$500,000 pursuant to the parties' SCA. _{approximately}

Plaintiffs SHALL post a bond in the amount of ~~\$75,000~~ ^{\$100,000} ^{year} with the Court
within three business days from the entry of this Order.
This Order shall remain in effect until further Order of the Court.
SO ORDERED this March 28, 2013 at 4:35 ~~am~~ p.m.

BY THE COURT:



Judge Timothy C. Batten
Northern District of Georgia

VERIFICATION

I, John Feehan, state that I am Vice President & General Manager of Crosstel, Inc.; that I am authorized to make this Verification on behalf of Crosstel, Inc.; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 17th day of April, 2013.

A handwritten signature in black ink, appearing to read "John Feehan", written over a horizontal line.

John Feehan
Vice President & General Manger
Crosstel, Inc.

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Section 63.71 Application of Crosstel, Inc. was served this 17th day of April, 2013, by mailing true and correct copies thereof, postage prepaid, to the following persons at the addresses listed below.

Governor Robert Bentley
State Capitol N-104
600 Dexter Avenue
Montgomery, AL 36130-2751

Alabama Public Service Commission
PO Box 304260
Montgomery, AL 36130

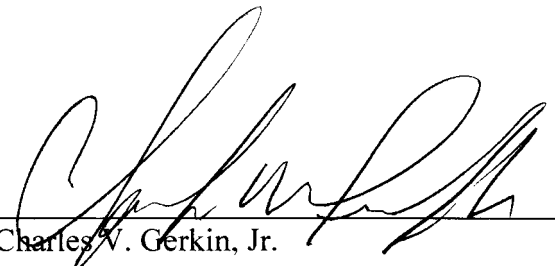
Governor Rick Scott
The Capitol
Tallahassee, FL 32399-0001

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Governor Nathan Deal
Office of the Governor
203 State Capitol
Atlanta, GA 30334

Georgia Public Service Commission
244 Washington Street, S.W.
Atlanta, GA 30334

Secretary of Defense
Attn: Special Asst. for Telecommunications
The Pentagon
Washington, D.C. 20301



Charles W. Gerkin, Jr.