

**RUTLEDGE, ECENIA, PURNELL & HOFFMAN ORIGINAL**

PROFESSIONAL ASSOCIATION  
ATTORNEYS AND COUNSELORS AT LAW

STEPHEN A. ECENIA  
KENNETH A. HOFFMAN  
THOMAS W. KONRAD  
MICHAEL G. MAIDA  
MARTIN P. McDONNELL  
J. STEPHEN MENTON

POST OFFICE BOX 551, 32302-0551  
215 SOUTH MONROE STREET, SUITE 420  
TALLAHASSEE, FLORIDA 32301-1841

TELEPHONE (850) 681-6788  
TELECOPIER (850) 681-6515

R. DAVID PRESCOTT  
HAROLD F. X. PURNELL  
GARY R. RUTLEDGE  
GOVERNMENTAL CONSULTANTS  
MARGARET A. MENDUNI  
M. LANE STEPHENS

January 18, 2002

Ms. Blanca S. Bayo, Director  
Commission Clerk & Administrative Services  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Betty Easley Conference Center, Room 110  
Tallahassee, Florida 32399-0850

**HAND DELIVERY**

020057-II

RECEIVED-FPSC  
02 JAN 18 PM 2:37  
COMMISSION  
CLERK

Re: Momentum Business Solutions, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service between points within the State of Florida

Dear Ms. Bayo:

Enclosed for submission please find the original and six copies of this letter and Momentum Business Solutions, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service between points within the State of Florida. Also enclosed is a check for \$250.00, made payable to the Florida Public Service Commission for the \$250.00 filing fee. Please file this Application in your usual fashion and acknowledge receipt of this Application by stamping the extra copy of this letter "filed" and returning the copy to me.

If you should have any questions or comments regarding the enclosed, please feel free to contact me.

Sincerely,

*Martin P. McDonnell*  
Martin P. McDonnell

Initials of person who forwarded check

*LM*

MPM/rl  
Enclosures  
Bayo.2jan117

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00673 JAN 18 2002

FPSC-COMMISSION CLERK

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

**APPLICATION FORM**  
for  
**AUTHORITY TO PROVIDE**  
**INTEREXCHANGE TELECOMMUNICATIONS SERVICE**  
**BETWEEN POINTS WITHIN THE STATE OF FLORIDA**

020057-TL

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Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission**  
***Division of Records and Reporting***  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6770**

Note: **No filing fee** is required for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Regulatory Oversight**  
**Certification Section**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6480**

## APPLICATION

1. This is an application for  (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.

**Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.

**Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Momentum Business Solutions, Inc.

3. Name under which the applicant will do business (fictitious name, etc.):

Momentum Business Solutions

4. Official mailing address (including street name & number, post office box, city, state, zip code):

2090 Columbiana Road, Suite 3000  
Birmingham, Alabama 35216

5. Florida address (including street name & number, post office box, city, state, zip code):

6. **Select type of business your company will be conducting**  (check all that apply):

- Facilities-based carrier**- company owns and operates or plan to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** – company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** – company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** – company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** – company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debt Card Provider** – any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. **Structure of organization:**

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other               |   |

8. **If individual, provide:**

Name:

Title:

Address:

City/State/Zip:

Telephone No.: \_\_\_\_\_ Fax No.:

Internet E-Mail Address:

Internet Website Address:

**9. If incorporated in Florida, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

Document number F00000002733

**10. If foreign corporation, provide proof of authority to operate in Florida:**

(a) The Florida Secretary of State corporate registration number:

**11. If using fictitious name-d/b/a, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:**

(a) The Florida Secretary of State fictitious name registration number:

**12. If a limited liability partnership, provide proof of registration to operate in Florida:**

(a) The Florida Secretary of State registration number:

**13. If a partnership, provide name, title and address of all partners and a copy of the partnership agreement.**

Name:

Title:

Address:

City/State/Zip:

Telephone No.: \_\_\_\_\_ Fax No.:

Internet E-Mail Address:

Internet Website Address:

**14. If a foreign limited partnership, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.**

(a) The Florida registration number:

**15. Provide F.E.I. Number(if applicable):**

63-1248402

**16. Provide the following ( if applicable) :**

(a) Will the name of your company appear on the bill for your services?

Yes  No

(b) If not, who will bill for your services?

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Fax No. \_\_\_\_\_

(c) How is this information provided?

\_\_\_\_\_  
\_\_\_\_\_

**17. Who will receive the bills for your service?**

Residential Customers

PATS Providers

Hotels & motels

Universities

Other (specify) \_\_\_\_\_

Business Customers

PATS station end-users

Hotel & motel guests

Universities dormitory residents

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Peggy McKay

Title: Director, Product Management

Address: : 2090 Columbiana Road, Suite 3000

City/State/Zip: Birmingham, Alabama 35216

Telephone No.: 205-978-4410 Fax No.: 205-978-4401

Internet E-Mail Address: pmckay@momentumbusiness.com

Internet Website Address: www.momentumbusiness.com

(b) Official point of contact for the ongoing operations of the company:

Name: Todd Fowler

Title: Vice President, Operations

Address: 2090 Columbiana Road, Suite 3000

City/State/Zip: Birmingham, Alabama 35216

Telephone No.: 205-978-4480 Fax No.: 205-978-4401

Internet E-Mail Address: tfowler@momentumbusiness.com

Internet Website Address: www.momentumbusiness.com

(c) Complaints/Inquiries from customers:

Name: Todd Fowler

Title: Vice President, Operations

Address: 2090 Columbiana Road, Suite 3000

City/State/Zip: Birmingham, Alabama 35216

Telephone No.: 205-978-4480 Fax No.: 205-978-4401

Internet E-Mail Address: tfowler@momentumbusiness.com

Internet Website Address: www.momentumbusiness.com

**19. List the states in which the applicant:**

(a) has operated as an alternative local exchange company.

Alabama, Georgia, and Tennessee

(b) has applications pending to be certificated as an alternative local exchange company.

North Carolina and Louisiana

(c) is certificated to operate as an alternative local exchange company.

Alabama, Georgia, Tennessee, Mississippi, South Carolina and Kentucky

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

None

(e) has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None



- (f) has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

**20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:**

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. Provide explanation.

NO

- (b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

NO

**21. The applicant will provide the following interexchange carrier services  (check all that apply):**

**a. \_\_\_\_\_ MTS with distance sensitive per minute rates**

- \_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

**b. \_\_\_\_\_ MTS with route specific rates per minute**

- \_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

**c.  MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- \_\_\_\_\_ Method of access is FGA  
\_\_\_\_\_ Method of access is FGB  
\_\_\_\_\_ Method of access is FGD  
\_\_\_\_\_ Method of access is 800

**d. \_\_\_\_\_ MTS for pay telephone service providers**

e. \_\_\_\_\_ Block-of-time calling plan (Reach Out Florida, Ring America, etc.)

f.  800 Service (toll free)

g. \_\_\_\_\_ WATS type service (bulk or volume discount)  
\_\_\_\_\_ Method of access is via dedicated facilities  
\_\_\_\_\_ Method of access is via switched facilities

h.  Private line services (Channel Services)  
(For ex. 1.544 mbs, DS3, etc.)

i.  Travel Service  
\_\_\_\_\_ Method of access is 950  
 Method of access is 800

j. \_\_\_\_\_ 900 Service

k.  Operator Services  
 Available to presubscribed customers  
\_\_\_\_\_ Available to non presubscribed customers ( for example, to patrons of hotels, students in universities, patients in hospitals).  
\_\_\_\_\_ Available to inmates.

22. **Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 ( example enclosed).**

**Attached**

23. **Submit the following:**

**A. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.**

**See Exhibit A Attached.**

**B. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.**

**See Exhibit A Attached.**

### **C. Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

1. the balance sheet:
2. income statement: and
3. statement of retained earnings.

**NOTE:** *This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.*

Further, the following (which includes supporting documentation) should be provided:

1. **written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Attached

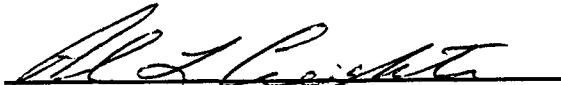
THIS PAGE MUST BE COMPLETED AND SIGNED

APPLICANT ACKNOWLEDGMENT STATEMENT

- REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Alan L. Creighton



Print Name

Signature

President & CEO

January 14, 2002

Title

Date

205-978-4440

205-978-4401

Telephone No.

Fax No.

Address: 2090 Columbiana Road, Suite 3000  
Birmingham, Alabama 35216

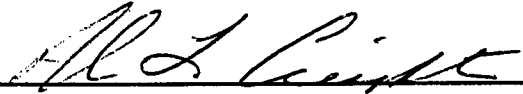
**THIS PAGE MUST BE COMPLETED AND SIGNED**  
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please  check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more that one month in advance.
  
- ( ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

**UTILITY OFFICIAL:**

Alan L. Creighton



**Print Name**

**Signature**

President & CEO

January 15, 2002

**Title**

**Date**

205-978-4440

205-978-4401

**Telephone No.**

**Fax No.**

**Address:** 2090 Columbiana Road, Suite 3000  
Birmingham, Alabama 35216

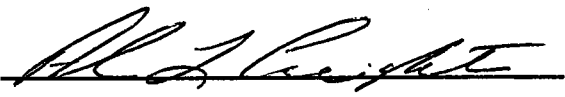
**THIS PAGE MUST BE COMPLETED AND SIGNED**

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083."

**UTILITY OFFICIAL:**

<u>Alan L. Creighton</u>	
Print Name	Signature
<u>President &amp; CEO</u>	<u>January 14, 2002</u>
Title	Date
<u>205-978-4440</u>	<u>205-978-4401</u>
Telephone No.	Fax No.
Address: <u>2090 Columbiana Road, Suite 3000</u>	
<u>Birmingham, Alabama 35216</u>	

## CURRENT FLORIAD INTRASTATE SERVICES

Applicant **has** ( ) or **has not** (✓) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

(a) What services have been provided and when did these services begin?

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(b) If the services are not currently offered, when were they discontinued?

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### UTILITY OFFICIAL:

Alan L. Creighton

Print Name

President & CEO

Title

205-978-4440

Telephone No.

*Alan L. Creighton*

Signature

*January 14, 2002*

Date

205-978-4401

Fax No.

Address: 2090 Columbiana Road, Suite 3000  
Birmingham, Alabama 35216

# CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name)  
(Title) \_\_\_\_\_ of (Name of Company)

and current holder of Florida Public Service Commission Certificate Number #  
\_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

- ( ) sale
- ( ) transfer
- ( ) assignment

of the above-mentioned certificate.

## UTILITY OFFICIAL:

\_\_\_\_\_  
**Print Name**

**Signature**

\_\_\_\_\_  
**Title**

**Date**

\_\_\_\_\_  
**Telephone No.**

**Fax No.**

**Address:**



## **Exhibit A**

### **Momentum Business Solutions, Inc. Management Biographies**

#### **Alan L. Creighton President and CEO**

Mr. Creighton graduated from the University of Alabama in 1985 with a Bachelor of Science Degree in Finance with a Minor in Computer Science.

Mr. Creighton joined BellSouth Advanced Systems after graduating from the University of Alabama. BellSouth employed Mr. Creighton as a large business Account Executive until 1988. During his time spent with BellSouth, he consistently achieved objectives and won the "Presidential Circle of Excellence Award". Mr. Creighton later joined NuCel, Inc. a wireless telecommunications company as Director of Marketing. NuCel built entire cellular systems for independent owners of MSA's. From 1989 through 1999, he helped create and build significant businesses (in terms of members, revenues and valuations) in the managed care business. As part of that, Mr. Creighton served in several senior management positions including Vice President, Development, Regional Vice President and President.

#### **Jack M. Salyer Senior Vice President, Sales and Marketing**

Mr. Salyer graduated from the University of Georgia in 1988 and holds a Bachelor of Science Degree in Risk Management and Insurance.

Mr. Salyer began his professional career in 1989 with Alnet Communications, a long distance telecommunications company (now part of Global Crossing). During his three years at Alnet, Mr. Salyer held various sales and sales manager positions. His production consistently ranked in the top 10% within the company. He was responsible for selling a wide range of telecommunications products, including voice, data, and dedicated services. From 1992 to 1999, prior to forming Momentum Business Solutions, L.L.C., Mr. Salyer ran the sales organizations for three managed care organizations (Complete Health, Triton Health Systems, and Momentum Health Services). Mr. Salyer was a founding shareholder and officer of both Triton Health Systems and Momentum Health Services, and his sales team significantly surpassed all production projections and quotas.

**Todd Fowler**  
**Vice President, Operations**

Mr. Fowler graduated from the University of Alabama-Birmingham in 1985 and holds a Bachelor of Science Degree in Marketing. Mr. Fowler began his career at BellSouth Telecommunications, Inc. as Product Manager for CPE. Mr. Fowler quickly took on new responsibilities as Staff Manager responsible for the Billing and Collections product for Interexchange Carriers. Later, Mr. Fowler helped create Federal TransTel managing Billing and Collection contracts with Regional Bell Operating Companies. Mr. Fowler was recruited by Business Telecom, Inc. as Director – Customer Care Services in charge of National Call Center, National Trouble Dispatch Center, Field Support Services, Enhanced Communications Services, and Field Dispatch Operations.

**Dennis E. Lipford**  
**Vice President, Finance**

Mr. Lipford graduated from Auburn University in 1989 with a Bachelor of Science Degree in Accounting. He joined Ernst & Young after graduating. Ernst & Young employed Mr. Lipford as an auditor until 1992. At that time, Mr. Lipford joined United healthcare, most recently in a senior management position as Vice President, Contracting and Government Programs.

**Dr. Hiliare Bruno deSa**  
**Director, Information Technologies**

Dr. deSa holds a MB, BS, and Masters Degree in Medical Sciences and is currently certified as a Microsoft Certified Trainer, Certified Technical Trainer, Microsoft Certified Systems Engineer, Microsoft Certified Professional and Internet and Certified Novell Engineer. He began his career as a physician in internal medicine, but Dr. deSa moved into information technologies achieving many certifications as described above and has a wide range of experience, ranging from ISP management, network administration, and database application development. Most recently, Dr. deSa was with BellSouth Telecommunications and EDS working as Project Management, managing 450 NT and Novell servers and 20,000 work stations in a nine state region.

**Peggy D. McKay**  
**Director, Product Management**

Ms. McKay graduated from the University of Alabama in Birmingham with a Bachelor of Science Degree in Business Administration. Ms. McKay has 35 years experience in the telecommunication industry, including positions at AT&T and BellSouth. Ms. McKay retired from BellSouth effective May 31, 2000.

Ms. McKay's career began as a Long Distance Operator in 1967 and held positions including Service Representative, Communications Consultant, Systems Designer, Manager and Director. Ms. McKay spent much of her career in the "line" business and has had experience working in customer ordering, billing, CPE sales, bid response sales technical support and Interconnection.

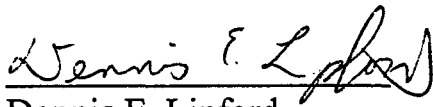
Ms. McKay joined the BellSouth Interconnection Sales team as Director in 1997, which supported the Competitive Local Exchange Carriers (CLECs). She managed the Complex Resale Support Group, which received and processed complex resale orders from CLECs. She then managed a team responsible for supporting the CLECs, which included subject matter experts in the areas of operational support system (OSS) interfaces, local interconnection trunking, billing, local number portability, unbundled network elements, and collocation.

After retiring, Ms. McKay was contracted by BellSouth to develop and deliver training to CLECs on subjects, to include collocation, unbundled network elements, LENS, and switched port loop combinations.

# Momentum Business Solutions, Inc.

## Florida Application Financial Statement Affirmation

Management hereby affirms that the accompanying financial statements of Momentum Business Solutions, Inc. are true and correct. It is management's opinion that the accompanying financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America.



Dennis E. Lipford  
Vice President, Finance

11/7/02

Date



Alan L. Creighton  
President and CEO

11/7/2002

Date

**Momentum Business Solutions, Inc.**  
**Balance Sheet**  
**November 30, 2001**  
**UNAUDITED**

	<u>MBS Inc.</u>
<b>Assets</b>	
Current assets:	
Cash and cash equivalents	\$1,867,859
Accounts receivable	\$10,210
Access fees receivable	\$17,564
Pledged Securities	\$1,936,140
Other	\$8,033
Total current assets	<u>\$3,839,806</u>
Property and equipment, net	\$869,531
Deferred income taxes	\$563,654
Deposits	\$178,538
Intangible assets, net	
Franchise fees	\$74,708
<b>Total Assets</b>	<u><u>\$5,526,237</u></u>
<b>Liabilities &amp; stockholders' equity</b>	
Current liabilities:	
Accounts payable	\$46,289
Accrued payroll and taxes	\$269,255
Hedge liability	\$1,789,373
Current portion of capital lease obligations	\$83,731
Current portion of notes payable	\$144,204
Payable to affiliate	-
Total current liabilities	<u>\$2,332,852</u>
Capital lease obligations	\$175,373
Notes payable	\$57,275
Equity	
Common stock	\$168
Additional paid in capital	\$4,403,292
R/E (deficit)	(\$1,442,723)
Total stockholders' equity	<u>\$2,960,737</u>
<b>Total liabilities &amp; stockholders' equity</b>	<u><u>\$5,526,237</u></u>

**Momentum Business Solutions, Inc.**  
**Consolidated Statement of Income**  
**For the Eleven Months Ended November 30, 2001**

	<u>MBS Inc.</u>
<b>Sales</b>	
Local phone service	\$146,357
Long distance phone service	\$29,282
Shipping service	\$47,114
Internet service	\$325
Local access fees	\$17,564
	<u>\$240,642</u>
<b>Cost of Sales</b>	
Local phone service	\$78,490
Long distance phone service	\$15,624
Shipping service	\$34,438
Internet service	\$213
	<u>\$128,765</u>
<b>Gross Margin</b>	<u>\$111,877</u>
<b>Other Income</b>	
Interest income	\$27,321
Unrealized gain (loss) on HFI securities	\$690
Unrealized gain (loss) on hedge liability	\$11,527
<b>Expenses</b>	
Selling and administrative	\$1,970,450
Interest expense	\$39,987
Depreciation and amortization	\$104,588
Loss before taxes	<u>(\$1,963,610)</u>
Income tax benefit (expense)	<u>\$555,682</u>
<b>Net loss</b>	<u><u>(\$1,407,928)</u></u>

MBS, Inc.  
 Consolidated Statement of Stockholders' Equity  
 For the eleven months ended November 30, 2001  
 UNAUDITED

	Common Stock	Additional Paid in Capital	Preferred Stock	R/E (Deficit)	Total Equity
<b>Total stockholders' equity, beginning</b>	\$168	\$16,607	-	(\$34,795)	(\$18,020)
Capital contributions	-	\$4,386,685	-	-	\$4,386,685
Net loss	-	-	-	(\$1,407,928)	(\$1,407,928)
<b>Total stockholders' equity, ending</b>	<u>\$168</u>	<u>\$4,403,292</u>	<u>-</u>	<u>(\$1,442,723)</u>	<u>\$2,960,737</u>

**MOMENTUM BUSINESS SOLUTIONS**  
**Projected Income Statement**  
**2002**

	2002												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>REVENUES</b>													
LONG DISTANCE	\$27,163	\$49,383	\$77,631	\$111,889	\$150,161	\$192,246	\$236,467	\$278,476	\$318,385	\$356,298	\$392,316	\$426,533	\$2,616,9
LOCAL SERVICE	\$167,853	\$290,491	\$456,654	\$658,171	\$883,300	\$1,130,860	\$1,390,980	\$1,638,093	\$1,872,851	\$2,095,871	\$2,307,740	\$2,509,016	\$15,401,8
SHIPPING	\$16,785	\$28,393	\$44,353	\$63,848	\$85,705	\$109,805	\$135,817	\$160,528	\$184,004	\$206,306	\$227,493	\$247,620	\$1,510,6
ISP	\$2,686	\$4,543	\$7,096	\$10,216	\$13,713	\$17,569	\$21,731	\$25,684	\$29,441	\$33,009	\$36,399	\$39,619	\$241,7
DSL	\$980	\$5,124	\$10,650	\$17,297	\$24,689	\$32,790	\$41,283	\$49,352	\$57,018	\$64,300	\$71,218	\$77,791	\$452,4
ACCESS FEES	\$19,502	\$33,987	\$53,429	\$77,006	\$103,346	\$132,311	\$162,745	\$191,657	\$219,124	\$245,217	\$270,006	\$293,555	\$1,801,8
<b>TOTAL REVENUE</b>	<b>\$234,968</b>	<b>\$411,922</b>	<b>\$649,813</b>	<b>\$938,427</b>	<b>\$1,260,914</b>	<b>\$1,615,580</b>	<b>\$1,989,022</b>	<b>\$2,343,791</b>	<b>\$2,680,822</b>	<b>\$3,001,001</b>	<b>\$3,305,171</b>	<b>\$3,594,133</b>	<b>\$22,025,5</b>
<b>COST OF GOODS SOLD</b>													
LONG DISTANCE	\$15,211	\$27,655	\$43,473	\$62,658	\$84,090	\$107,658	\$132,421	\$155,946	\$178,295	\$199,527	\$219,697	\$238,858	\$1,465,4
LOCAL SERVICE	\$83,926	\$145,246	\$228,327	\$329,086	\$441,650	\$565,430	\$695,490	\$819,047	\$936,426	\$1,047,936	\$1,153,870	\$1,254,508	\$7,700,9
SHIPPING	\$12,085	\$20,443	\$31,934	\$45,971	\$61,708	\$79,059	\$97,788	\$115,580	\$132,483	\$148,540	\$163,795	\$178,287	\$1,087,6
ISP	\$1,746	\$2,953	\$4,613	\$6,640	\$8,913	\$11,420	\$14,125	\$16,695	\$19,136	\$21,456	\$23,659	\$25,753	\$157,1
DSL	\$980	\$5,124	\$9,585	\$15,567	\$20,739	\$26,232	\$33,027	\$38,495	\$43,334	\$48,225	\$51,989	\$56,009	\$349,3
ACCESS FEES	\$4,290	\$7,477	\$11,754	\$16,941	\$22,736	\$29,108	\$35,804	\$42,165	\$48,207	\$53,948	\$59,401	\$64,582	\$396,4
<b>TOTAL COGS</b>	<b>\$118,239</b>	<b>\$208,897</b>	<b>\$329,686</b>	<b>\$476,863</b>	<b>\$639,836</b>	<b>\$818,907</b>	<b>\$1,008,655</b>	<b>\$1,187,928</b>	<b>\$1,357,881</b>	<b>\$1,519,631</b>	<b>\$1,672,412</b>	<b>\$1,817,997</b>	<b>\$11,156,9</b>
<b>GROSS PROFIT</b>	<b>\$116,729</b>	<b>\$203,025</b>	<b>\$320,127</b>	<b>\$461,564</b>	<b>\$621,078</b>	<b>\$796,673</b>	<b>\$980,367</b>	<b>\$1,155,863</b>	<b>\$1,322,941</b>	<b>\$1,481,370</b>	<b>\$1,632,760</b>	<b>\$1,776,137</b>	<b>\$10,868,6</b>
<b>OPERATING EXPENSES:</b>													
ADMINISTRATIVE COST	\$230,795	\$243,989	\$254,537	\$312,301	\$347,797	\$376,595	\$429,597	\$448,469	\$466,655	\$495,002	\$521,725	\$523,129	\$4,650,5
DEPRECIATION/AMORTIZATION	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000	\$45,000	\$46,000	\$486,0
SALES COST	\$463,564	\$554,473	\$627,471	\$683,165	\$753,218	\$818,797	\$872,248	\$851,041	\$865,233	\$913,582	\$908,772	\$899,050	\$9,210,6
<b>TOTAL OPERATING EXPENSE</b>	<b>\$729,359</b>	<b>\$834,462</b>	<b>\$919,007</b>	<b>\$1,033,466</b>	<b>\$1,140,015</b>	<b>\$1,235,392</b>	<b>\$1,342,845</b>	<b>\$1,341,510</b>	<b>\$1,374,888</b>	<b>\$1,452,585</b>	<b>\$1,475,497</b>	<b>\$1,468,179</b>	<b>\$14,347,2</b>
<b>PRETAX PROFIT (LOSS)</b>	<b>(\$612,630)</b>	<b>(\$631,437)</b>	<b>(\$598,881)</b>	<b>(\$571,902)</b>	<b>(\$518,937)</b>	<b>(\$438,719)</b>	<b>(\$362,478)</b>	<b>(\$185,647)</b>	<b>(\$51,947)</b>	<b>\$28,785</b>	<b>\$157,262</b>	<b>\$307,957</b>	<b>(\$3,478,5</b>
<b>PROVISION FOR TAXES</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>NET PROFIT (LOSS)</b>	<b>(\$612,630)</b>	<b>(\$631,437)</b>	<b>(\$598,881)</b>	<b>(\$571,902)</b>	<b>(\$518,937)</b>	<b>(\$438,719)</b>	<b>(\$362,478)</b>	<b>(\$185,647)</b>	<b>(\$51,947)</b>	<b>\$28,785</b>	<b>\$157,262</b>	<b>\$307,957</b>	<b>(\$3,478,5</b>



**MOMENTUM BUSINESS SOLUTIONS  
PRO FORMA CASH FLOW STATEMENT  
2002**

	2002												
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	TOTAL
<b>CASH FLOW - OPERATIONS:</b>													
NET PROFIT (LOSS)	(\$12,630)	(\$631,437)	(\$598,881)	(\$571,902)	(\$518,937)	(\$438,719)	(\$362,478)	(\$185,647)	(\$51,947)	\$28,785	\$157,262	\$307,957	(\$3,478,573)
<b>NON-CASH ITEMS</b>													
DEPRECIATION	\$35,000	\$36,000	\$37,000	\$38,000	\$39,000	\$40,000	\$41,000	\$42,000	\$43,000	\$44,000	\$45,000	\$46,000	\$486,000
<b>CASH FLOW - OPERATING:</b>													
INCOME TAXES			(\$125,000)										(\$125,000)
TOTAL CASH FLOW - INVESTING	\$0	\$0	(\$125,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	(\$125,000)
<b>CASH FLOW - INVESTING:</b>													
PURCHASE FIXED ASSETS	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$600,000)
TOTAL CASH FLOW - INVESTING	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$50,000)	(\$600,000)
<b>CASH FLOW - FINANCING:</b>													
CAPITAL CONTRIBUTIONS	\$1,500,000			\$1,000,000								\$0	\$2,500,000
CAPITAL LEASE OBLIGATIONS - FIXED ASSETS	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$360,000
PRINC/INTEREST ON NOTES	(\$25,000)	(\$27,000)	(\$29,000)	(\$31,000)	(\$33,000)	(\$35,000)	(\$37,000)	(\$39,000)	(\$41,000)	(\$43,000)	(\$45,000)	(\$47,000)	(\$432,000)
TOTAL CASH FLOW - FINANCING	\$1,505,000	\$3,000	\$1,000	\$999,000	(\$3,000)	(\$5,000)	(\$7,000)	(\$9,000)	(\$11,000)	(\$13,000)	(\$15,000)	(\$17,000)	\$2,860,000
<b>NET CASH FLOW</b>	<b>\$877,370</b>	<b>(\$642,437)</b>	<b>(\$735,881)</b>	<b>\$415,098</b>	<b>(\$532,937)</b>	<b>(\$453,719)</b>	<b>(\$378,478)</b>	<b>(\$202,647)</b>	<b>(\$69,947)</b>	<b>\$-9,785</b>	<b>\$137,262</b>	<b>\$286,957</b>	<b>(\$857,573)</b>
<b>BEG BALANCE - CASH &amp; INVESTMENTS</b>	<b>\$1,750,000</b>	<b>\$2,627,370</b>	<b>\$1,984,933</b>	<b>\$1,249,052</b>	<b>\$1,664,150</b>	<b>\$1,131,213</b>	<b>\$677,494</b>	<b>\$299,016</b>	<b>\$96,369</b>	<b>\$26,422</b>	<b>\$36,207</b>	<b>\$173,470</b>	<b>\$1,750,000</b>
<b>END BALANCE - CASH &amp; INVESTMENTS</b>	<b>\$2,627,370</b>	<b>\$1,984,933</b>	<b>\$1,249,052</b>	<b>\$1,664,150</b>	<b>\$1,131,213</b>	<b>\$677,494</b>	<b>\$299,016</b>	<b>\$96,369</b>	<b>\$26,422</b>	<b>\$36,207</b>	<b>\$173,470</b>	<b>\$460,427</b>	<b>\$892,427</b>

**RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO END USER**

**INTRASTATE TELECOMMUNICATIONS SERVICES**

**FURNISHED BY**

**MOMENTUM BUSINESS SOLUTIONS, INC.**

**WITHIN THE STATE OF FLORIDA**

Issued: August 2, 2001

Effective: August 2, 2001

Issued by: Alan L. Creighton, President and Chief Executive Officer  
Momentum Business Solutions, Inc.  
2090 Columbiana Road, Suite 3000  
Birmingham, Alabama 35216

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**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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30	Original *		

\* - Indicates pages submitted with most recent filing.

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### TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.I.
  - 2.1.1.A.I.(a).
  - 2.1.1.A.I.(a).I.
  - 2.1.1.A.I.(a).I.(i).
  - 2.1.1.A.I.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida PSC.

### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

**(C)** - To signify changed regulation.

**(D)** - To signify discontinued rate or regulation.

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- (I) - To signify increased rate.
- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

#### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to exchange access and intrastate toll communications services within the State of Florida.

\_\_\_\_\_  
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## SECTION 1 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

**Account Codes:** Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**Advance Payment:** Part or all of a payment required before the start of service.

**Automatic Number Identification ("ANI"):** Allows the automatic transmission of a caller's billing account telephone number to a local exchange company, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

**Bit:** The smallest unit of information in the binary system of notation.

**Collocation:** An arrangement whereby the Company's switching equipment is located in a local exchange Company's central office

**Company:** Momentum Business Solutions, Inc.

**Customer or Subscriber:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**Dedicated Inbound Calls:** Refers to calls that are terminated via dedicated access facilities connecting the Customer's premises and the Company's Point of Presence ("POP"). This service is offered to the extent facilities are available and where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's POP. The Customer shall be responsible for all costs and charges associated with the dedicated access facilities.

**Dedicated Outbound Calls:** Refers to service that is offered to the extent facilities are available in those cases where the Company and the Customer jointly arrange for the establishment of dedicated access facilities connecting the Customer's trunk-compatible PBX or other suitable equipment to the Company's (POP) The Customer shall be responsible for all costs and charges associated with the dedicated access facilities

**Deposit:** Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

**Dial Pulse (or "DP"):** The pulse type employed by rotary dial station sets.

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**Direct Inward Dial (or "DID"):** A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial (or "DOD"):** A service attribute that allows individual station users to access and dial outside numbers directly.

**Dual Tone Multi-Frequency (or "DTMF"):** The pulse type employed by tone dial station sets.

**Duplex Service:** Service which provides for simultaneous transmission in both directions.

**End Office:** With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

**Exchange Telephone Company or Telephone Company:** Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**Hunting:** Routes a call to an idle station line in a prearranged group when the called station line is busy.

**In-Only:** A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

**IXC or Interexchange Carrier:** A long distance telecommunications services provider.

**KBPS:** Kilobits per second, denotes thousands of bits per second.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

**Local Interconnection Trunking Service:** A local circuit administration point, other than a cross-connect or an information outlet that provides capability for routing and re-routing circuits.

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**MBPS:** Megabits, denotes millions of bits per second.

**Minimum Point of Presence ("MPOP"):** The main telephone closet in the Customer's building.

**Momentum:** Momentum Business Solutions, Inc., a Delaware corporation.

**Monthly Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Multi-Frequency or ("MF"):** An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

**Non-Recurring Charge ("NRC"):** The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**NPA:** Numbering plan area or area code.

**Off-Net:** A means for carrying and switching traffic to or from the Customer's premises, where the Company leases Other Telephone Company's facilities to deliver traffic to a Customer location. With Off-Net service, the Customers' premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

**On-Net:** A means for carrying and switching local traffic to or from the Customer's premises, where the Company connects to the MPOP in a Customer building or on a Customer's premises using Company-owned fiber facilities or local loops obtained from Other Telephone Companies. With On-Net service, the Customer's premises is connected through such facilities directly to switching equipment owned by the Company.

**Other Telephone Company:** An Exchange Telephone Company, other than the Company.

**PBX:** Private Branch Exchange

**Point of Presence ("POP"):** Point of Presence

**Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

**Service Commencement Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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**Service Order:** The written request for Network Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**Shared:** A facility or equipment system or subsystem that can be used simultaneously by several Customers.

**Shared Inbound Calls:** Refers to calls that are terminated via the Customer's Company-provided local exchange line.

**Shared Outbound Calls:** Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are pre-subscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

**Tandem:** A class 4 switch facility to which NPA and NXX codes are subtended.

**Two-Way:** A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

**Usage Based Charges:** Charges for minutes or messages traversing over local exchange facilities.

**User or End User:** A Customer, Joint User, or any other person authorized by a Customer to use service provided under this tariff.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Florida, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### 2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

#### 2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated

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by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.

- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff, or
  - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Florida without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.

**2.1.4 Limitations on Liability**

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer

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or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.

- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
  - 1. Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
  - 2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
  - 3. Any unlawful or unauthorized use of the Company's facilities and services;
  - 4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
  - 5. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - 6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or

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performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
  8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
  9. Any non-completion of calls due to network busy conditions;
  10. Any calls not actually attempted to be completed during any period that service is unavailable;
  11. And any other claim resting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.
- E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F. The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- G. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

#### **2.1.5 Notification of Service Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers services. No specific advance notification period is applicable to all service activities. The Company will work

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cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

#### **2.1.6 Provision of Equipment and Facilities**

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
  - 1.** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  - 2.** the reception of signals by Customer-provided equipment; or
  - 3.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

#### **2.1.7 Non-Routine Installation**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges

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based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

### **2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

### **2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

## **2.2 Prohibited Uses**

**2.2.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Florida Public

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Service Commission's regulations, policies, orders, and decisions.

**2.2.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

**2.2.4** A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

## **2.3 Obligations of the Customer**

### **2.3.1 General**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this

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section prior to accepting an order for service.

- E.** providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

### **2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the

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Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

## **2.4 Customer Equipment and Channels**

### **2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form

of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

### **2.4.2 Station Equipment**

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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**2.43 Interconnection of Facilities**

**SECTION 2.4.3 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

- A.** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Florida Public Service Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- B.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D.** Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

**2.4.4 Inspections**

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten

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days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

## 2.5 Customer Deposits and Advance Payments

### 2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

### 2.5.2 Deposits

- A. To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Florida Public Service Commission General Rule 8. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to one estimated regular monthly bill, plus two months estimated toll. A deposit may be required in addition to an advance payment.
- B. Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C. Deposits will accrue interest annually at the rate of 7% per annum in accordance with Florida Public Service Commission General Rule 8.
- D. The Company shall annually and automatically refund the deposits of Customers

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who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

### **2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Florida gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Florida Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Florida, or both, and are charged to a subscriber's telephone number or account in Florida.

### **2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring charges are due and payable upon receipt of the invoice mailed to the Customer by the Company.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service

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Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

- E.** If any portion of the payment is not received by the Company within 30 days of receipt of the bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge equal to the difference between Momentum Business Solutions' tariff and BellSouth's retail tariff rate for comparable service shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F.** The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Florida Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Florida Public Service Commission  
P.O. Box 991  
Montgomery, AL 36101-0991  
Telephone: (334) 242-5211  
Toll Free: (800) 392-8050

- G.** If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates of this tariff.

### **2.6.3 Discontinuance of Service for Cause**

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to

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the Customer to be immediately due and payable (discounted to present value at six percent).

- A. Upon nonpayment of any regulated amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- E. Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- F. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- G. Without notice in the event of tampering with the equipment or services furnished by the Company.
- H. The Customer is responsible for providing adequate access lines to enable the Company to terminate all 800 Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate 800 Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company with either verbal or written notice of desire to terminate service.

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**2.6.5 Cancellation of Application for Service - Contract Services Only**

- A. Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

**2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.7 Bad Check Charge**

A service charge equal to \$20.00 will be assessed in accordance with Florida law for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

**2.7 Allowances for Interruptions in Service**

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**2.7.1 General**

- A.** A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;

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- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7.4 Application of Credits for Interruptions in Service**

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B.** interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C.** interruptions of service during any period in which the Company is not given full

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access to its facilities and equipment for the purpose of investigating and correcting interruptions;

- D. interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- E. interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

### **2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

## **2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a service order or terminates services before the completion of the term of a written contract for any reason other than a service interruption (as defined in Section 2.7.1) or where the Customer breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

### **2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- C. all recurring charges specified in the applicable Service Order for the balance of

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the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;

- D. minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

## 2.9 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

### 2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification

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## **2.10 Use of Customer's Service by Others**

### **2.10.1 Resale and Sharing**

**SECTION 2.10.1 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE FLORIDA PUBLIC SERVICE COMMISSION TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.**

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Florida Public Service Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

### **2.1.0.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

## **2.11 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

## **2.12 Notices and Communications**

**2.12.1** The Customer shall designate on the service order an address to which the Company shall make or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.12.2** The Company shall designate on the service order an address to which the Customer

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shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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**SECTION 3 - SERVICE CHARGES AND SURCHARGES**

**3.1 Service Order and Change Charges**

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's billing information. All such charges will appear on the next bill following installation of service.

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First Line	\$40.00	\$69.00
Each Additional Line <sup>(1)</sup>	\$12.00	\$12.00
Line Change Charge		
First Line	\$26.00	\$48.00
Each Additional Line <sup>(1)</sup>	\$11.00	\$11.00
Secondary Service Order Charge	\$ 8.00	\$23.00
Change PIC/LPIC	\$ 5.00	\$ 5.00

**NOTES:**

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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## SECTION 4 - NETWORK SERVICES DESCRIPTIONS

### 4.1 General

#### 4.1.1 Services Offered

The following Network Services are available to Business and/or Residence Customers:

IntraLATA Toll Services  
Directory Assistance  
Miscellaneous Services

### 4.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 4.2.1 Calls are measured in duration increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 4.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 4.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 4.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 4.2.5 All times refer to local time.

### 4.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

- 4.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number

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associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**4.3.2** The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

**4.3.3** The formula for distance calculations is:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**4.4 Rate Periods for Time of Day Sensitive Services**

**4.4.1** For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff:

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	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

**4.4.2** Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

**4.4.3** For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Labor Day	As Federally Observed
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

#### 4.5 Operator Services

Provides for live or automated operator treatment when a Customer dials "0". Operator Services can be used to assist the Customer in routing or billing for a call. Billing options include, but are not limited to, bill to originating telephone number, calling card, collect or to a third party.

#### 4.6 Intrastate Long Distance Services

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in Section 10. Service is available for use by Customers twenty-four (24) hours a day. Momentum Long Distance Service enables a User of an exchange

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access line to place calls to any station on the public switched telecommunications network bearing an NPA-NXX designation associated with points outside the Customer's Local Calling Area. Momentum Long Distance Service is offered for interLATA and intraLATA calling.

Customers must arrange for intraLATA and interLATA service from the interexchange carriers of their choice. Customers may choose the Company as their carrier for intraLATA calls and interLATA calls.

**4.7 Miscellaneous Services**

**4.7.1 Presubscription Services**

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

**4.8 Private Line Services  
[Reserved for Future Use]**

            
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**SECTION 5 - FACILITIES BASED SERVICES**

**5.1 [Reserved for Future Use]**

            
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**SECTION 6 - DIRECTORY ASSISTANCE SERVICES**

**6.1 Directory Assistance Services**

**6.1.1 Directory Assistance**

A Directory Assistance(DA) charge applies per directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. Rates and charges for interLATA Directory Assistance service are provided below.

DA outside LATA and w/in state of AL – per call	\$0.60
DA outside LATA and outside state of AL – per call	\$0.85

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## SECTION 7 - LONG DISTANCE SERVICES

### 7.1 General

Customers may subscribe to intraLATA and interLATA long distance services offered by the Company. Such services are described below. Customers have the option of selecting another carrier as their primary intraLATA and/or interLATA long distance carrier if requested.

### 7.2 Basic Momentum Business Solutions Long Distance Service

Basic Momentum Business Solutions Long Distance Service is offered to business and residential customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds.

#### Usage Charges:

<u>Term Plan</u>	<u>Per Minute Rate</u>
Month-to-month, intraLATA	\$.085
Month-to-month interLATA	\$.065

### 7.3 Per Call Service Charges

For any message in the following call classes listed, add the Service Charge shown to the Basic Rate Schedule charge for that message.

	<u>Per Call</u>
All Operator Assistance	\$2.25

### 7.4 Calling Card Charges

Momentum Business Solutions Calling Card Service is offered to business and residential customers. Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds.

#### Usage Charges:

<u>Term Plan</u>	<u>Per Minute Rate</u>
Month-to-month, intraLATA	\$.165
Month-to-month interLATA	\$.165

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### 7.5 Momentum Long Distance Volume Discount Plans

The Long Distance Volume Discount Plan will apply for intrastate and interstate calling for customers whose local service is also provided by Momentum Business Solutions. The monthly volume commitment level can be met by a combination of toll, toll-free and calling card services. However, the discount will not apply to the calling card or toll-free services.

<b>Monthly Volume Commitment</b>	<b>Discount Applied</b>
\$30 - \$100	5%
\$101 - \$500	15%
\$501 - \$1000	25%
\$1001 and above	35%

### 7.6 Momentum Long Distance Volume Commitment Plan

The Long Distance Volume Commitment Plan will apply for intrastate and interstate calling for customers whose local service is not provided by Momentum Business Solutions. The minimum monthly commitment level is \$100 and can be met by a combination of toll, toll-free and calling card services. If the monthly minimum level is not attained, the minimum of \$100 will be billed. For the volume commitment plan, the rate per minute is \$0.0725 for interstate calls and \$0.0550 per minute for intrastate calls. For volume levels above \$499.99, the discounts listed below will apply to the rate per minute.

<b>Monthly Volume Level</b>	<b>Discount Applied</b>
\$500 - \$999.99	10%
\$1000 and above	20%

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## SECTION 8 - MISCELLANEOUS SERVICES

### 8.1 Carrier Presubscription

#### 8.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

#### 8.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer may select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select no presubscribed carrier for intraLATA toll calls, which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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### **8.1.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in this tariff.

### **8.1.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service pre subscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in this tariff. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

### **8.1.5 Presubscription Charges**

#### **A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 8.1.4 above, for any change thereafter, a Presubscription Change Charge, as set forth in Section 3 will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

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**SECTION 9 - PRIVATE LINE SERVICES**

**9.1 [Reserved for Future Use]**

            
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## SECTION 10 - SPECIAL ARRANGEMENTS

### 10.1 Contract Services

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff; The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers after the initial offering to the first contract Customer for any given set of terms.

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## SECTION 11 - PROMOTIONAL OFFERINGS

### 11.1 Special Promotions

The Carrier may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

### 11.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

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RULES, REGULATIONS, AND  
SCHEDULE OF RATES AND CHARGES  
INTRASTATE SWITCHED AND SPECIAL ACCESS SERVICES  
FURNISHED BY  
**MOMENTUM BUSINESS SOLUTIONS, INC.**  
WITHIN THE STATE OF FLORIDA

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**CHECK SHEET**

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26	Original *		
27	Original *		
28	Original *		
29	Original *		
30	Original *		

\* - Indicates pages submitted with most recent filing.

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### TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.I.
  - 2.1.1.A.I.(a).
  - 2.1.1.A.I.(a).I.
  - 2.1.1.A.I.(a).I.(i).
  - 2.1.1.A.I.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Florida Public Service Commission.

### EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rate.

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- (M) - To signify a move in the location of text.
- (N) - To signify new rate or regulation.
- (R) - To signify reduced rate.
- (S) - To signify reissued matter.
- (T) - To signify a change in text but no change in rate or regulation.

#### **APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to switched and special access services within the State of Florida. The operating territory of the Company comprises the geographic areas for which the Company is certified to operate in the State of Florida.

            
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## SECTION 1 – DEFINITIONS

Certain terms used herein are defined as follows:

### Access Codes

Denotes a uniform seven-digit code assigned by the Company to an individual customer. The seven-digit code has the form 101XXXX or 950-XXXX.

### Access Customer Name Abbreviation (ACNA)

Denotes a three alpha character code that identifies the customer to which the Access Service bill is rendered.

### Access Minutes

Denotes the usage of exchange facilities in intrastate or foreign service for the purpose of calculating chargeable usage. Access minutes are as described in Section 6 (Switch Access Service).

### Access Tandem

Denotes a Company switching system that provides a concentration and distribution function for originating or terminating traffic between end offices and a customer's premises.

### Answer/Disconnect Supervision

Denotes the transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the customer's point of termination as an indication that the called party has answered or disconnected.

### Billing Account Number (BAN)

Denotes a code that identifies the customer's billing account to which Access Services are billed.

### Business Day

Denotes the time of day the Company is open for business. Generally, these are 8:00 or 9:00 A.M. to 5:00 or 6:00 P.M., respectively, with an hour for lunch, Monday through Friday, resulting in a standard forty (40) hour workweek. However, Business Day hours for the Company may vary based on Company policy, union contract and location.

### Call

Denotes an attempt for which the complete destination code or a Carrier Access Code (e.g., 950-XXXX, 101XXXX#, 0- or 00-) is provided in the originating direction or a complete destination code is provided in the terminating direction.

### Carrier Identification Code (CIC)

Denotes a numeric code that is assigned by Bellcore to long distance carriers for the provisioning of Feature Group B and/or D trunk side Access Service. The numeric code uniquely identifies the carrier.

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Central Office

Denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel(s)

Denotes an electrical or photonic, in the case of fiber optic based transmission systems, communications path between two or more points of termination.

Common Line

Denotes a line, trunk, pay telephone line or other facility provided under the general and/or local exchange service tariffs of the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariff. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Customer(s)

Denotes any individual, partnership, association, joint-stock company, trust, corporation or governmental entity or any other entity which subscribes to the services offered under this tariff, including both Interexchange Carriers (ICs) and End Users.

End Office Switch

Denotes a local Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules (RSM) and Remote Switching Systems (RSS) are served by a host office in a different wire center.

End User

Denotes any customer of an interstate or foreign telecommunication service that is not a carrier, except that a carrier other than a Company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes and a person or entity that offers telecommunications services exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entrance Facility

Denotes a Switched Transport facility between a Company serving wire center and a customer premises that provides a customer with dedicated transport from using the serving wire center to customer's premises.

Exchange

Denotes a unit, generally smaller than a Local Access and Transport Area, established by the Company for the administration of communications service in a specified area, which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or

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more designated exchanges comprises a given Local Access and Transport Area.

Facility

Denotes any one of the elements of physical telephone plant that is needed to provide access service, including switching systems, cables, fiber optic and microwave radio transmission systems.

Feature Group

Denotes a category of Switched Access Service differentiated by the technical characteristics, e.g., line side vs. trunk side connection at the Company entry switch.

Host Office

Denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

Immediately Available Funds

Denotes a corporate or personal check drawn on a bank account and funds which are available for us by the receiving party on the same day on which they are received and includes U.S. Federal Reserves bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

Denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each use.

Interexchange Carrier (IC) or Interexchange Common Carrier

Denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in interstate or foreign communication by wire or radio, between two or more exchanges.

International Direct Distance Dialing (IDDD)

Denotes the capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGD equipped end office.

Interstate Communications

Denotes both interstate and foreign communications.

Intrastate Communications

Denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Line Side Connection

Denotes a connection of a transmission path to the line side of a local exchange switching system.

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Local Access and Transport Area (LATA)

Denotes a geographic area established for the provision and administration of communications service. If encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

North America Numbering Plan (NANP)

Denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Premises

Denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except railroad right-of-way, etc.) not separated by a public highway.

Query

Denotes a request for specific information generated by a computer processor and sent to an application, i.e., a database, with a predefined set of possible responses.

Remote Switching Modules (RSM) or Remote Switching Systems (RSS)

Denotes small, remotely controlled electronic end offices switches which obtain their call processing capability from an electronic switching system type Host Office. The RSM/RSS cannot accommodate direct trunks to a customer.

Service Control Point (SCP)

Denotes a transaction processor based system that provides a network interface to various data base services. For 800 Number Portability Access Service, the SCP contains routing instructions for 800 service records that were downloaded from the SMS/800.

Service Termination

Denotes the connection of Access Service at a customer premise.

Serving Wire Center

Denotes the end office from which the customer designated premises would normally obtain dial tone from the Company for Local Exchange Service purposes.

Signaling System 7 (SS7)

Denotes the signaling protocol Version 7 used in the Common Channel Signaling network based on the American National Standards Institute (ANSI) standards.

Subtending End Office of an Access Tandem

Denotes an end office that has trunk group routing through the tandem.

Tandem-Switched Transport Facility

Denotes a Switched Transport facility between a Company hub office (when multiplexing occurs at

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an office other than the serving wire center) and an end office that provides a customer with transport to or from the end office by routing through an access tandem.

Terminating Direction

Denotes the use of Access Service for the completion of calls from an IC premises to an End User premises.

Transmission Path

Denotes an electrical path capable of transmitting signals within the range of the service offering. A voice grade transmission path is capable of transmitting voice frequencies within the approximate range of 300 to 3000 Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of facilities typically used in the telecommunications industry.

Trunk

Denotes a communications path connecting two switching systems in a network used in the establishment of an end-to-end connection.

Trunk Group

Denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Trunk Side Connection

Denotes the connection of a transmission path to the trunk side of a local exchange switching system.

V and H Coordinates Method

Denotes a method of computing airline miles between two points by utilizing an established formula that is based on the vertical (V) and horizontal (H) coordinates of the two points.

800 Number Portability Access Service (NPAS)

Denotes a service that includes toll-free access services using the following dialing plans: 800, 888, 877, 866, 855, 844, 833 and 822. 800 as used throughout this tariff, includes all 800-type toll-free dialing plans.

800 Service Provider

Denotes the entity that offers 800 access services to 800 subscribers.

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## SECTION 2 - RULES AND REGULATIONS

### 2.1 Undertaking of the Company

#### 2.1.1 Scope

- A. The Company undertakes to furnish intrastate telecommunications services pursuant to the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week, except as set forth in other sections of this tariff.
- B. The provision of such services by the Company as set forth in this tariff does not constitute a joint undertaking with the customer for the furnishing of any service.
- C. The Company arranges for installation, operation and maintenance of the service provided in this tariff for the customer in accordance with the terms and conditions set forth herein. Company facilities are to be used only for Company provided services or equipment.
- D. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required, at the sole discretion of the Company.
- E. Customers and users may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.
- F. The Company shall for maintenance purposes, test its services only to the extent necessary to detect and/or clear trouble.
- G. Facilities utilized by the Company to provide service under the provisions of this tariff shall remain the property of the Company.
- H. The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

#### 2.1.2 Limitations

- A. The use and restoration of services shall be in accordance with Part 64, Subpart D,

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Appendix A, of the Federal Communications Commission's Rules and Regulations.

- B. Directory listings will not be furnished as a part of the services provided under this tariff.

### 2.1.3 Liability

- A. The Company's liability for its willful misconduct, if any, is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provision of (B) through (H) following the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due to the customer under this tariff as a credit allowance for a service interruption.
- B. The Company shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or customer providing a portion of a service.
- C. The Company is not liable for damages to the customer's premises resulting from the furnishing of a service, including installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.
- D. When a customer is provided service under this tariff, the Company shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from the customer's use of services offered under this tariff, involving:
  - 1. Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the customer's own communications;
  - 2. Claims for patent infringement arising from the customer's acts combining or using the service furnished by the Company in connection with facilities or equipment furnished by the customer; or
  - 3. All other claims arising out of any act or omissions of the customer in the course of using services provided pursuant to this tariff.
- E. The Company does not guarantee or make any warranty with respect to its services when used in explosive atmosphere. The Company shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of services so provided.

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- F. No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for damages awarded based solely on such claims.
- G. The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control. However, credit allowance for service interruptions as specified in 2.5.4 (Credit Allowance for Service Interruptions) will apply.
- H. The Company makes no warranties or representations, express or implied either in fact or by operations of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

#### **2.1.4 Provision of Services**

- A. The Company will provide to the customer, upon reasonable notice, services offered in this tariff at the specified rates and charges, to the extent that such services are or can be made available with reasonable effort and after provisions have been made for the Company's Local Telephone Exchange Service. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or of additional facilities offered by the Company, when necessary because of a lack of facilities, or due to any other cause beyond the Company's control.
- B. In the event that the customer's request cannot be fulfilled with existing facilities and equipment or the request is not consistent with the Company's filed tariffs, alternative designs may be provided by the Company. Additionally, the Company will work with the customer to reach an agreeable solution.
- C. Standard jacks are used where appropriate to terminate services.
- D. Except as provided for equipment and systems subject to FCC Part 68 Regulation at 47 C.F.R. Section 68.110(b), the Company may where such action is reasonably required in the operation of its business.
  - 1. Substitute, change or rearrange any facilities used in providing service under this tariff, including but not limited to:

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- substitution of different metallic facilities,
  - substitution of carrier or derived facilities for metallic facilities used to provide other than metallic facilities, and
  - substitution of metallic facilities for carrier or derived facilities used to provide other than metallic facilities;
2. Change minimum network protection criteria;
  3. Change operating or maintenance characteristics of facilities; or
  4. Change operations or procedures of the Company.
- E.** The Company will provide the customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routing preventative maintenance and major switching machine change-out. Generally, such activities are not limited to a specific service, but affect many customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the customer to determine the notification requirements.
- F.** The Company will work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

#### **2.1.5 Operation and Maintenance**

**A. Maintenance of Service**

The Company shall maintain the services provided under this tariff. The customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

**B. Availability of Testing**

The services provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

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C. Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company, its affiliated companies or its connecting and concurring carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.

The Company will, when possible, notify the customer that temporary discontinuance of the use of a service may be required, except as provided for equipment or systems subject to FCC Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operations are not in accordance with (A) preceding. Where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance.

During such period of temporary discontinuance, allowance for interruption of services as set forth in 2.5.4 (Credit Allowance for Service Interruptions) is not applicable.

**2.1.6 Refusal and Discontinuance of Service**

A. The Company may refuse additional applications for service or discontinue the provision of services as set forth in (1) and (2) following, unless the provisions of 2.1.5(C) (Interference or Impairment) or 2.3.2 (Connections) apply, when the customer fails to comply with:

- 2.1.5(A) (Maintenance of Service),
- 2.1.5(B) (Availability of Testing),
- 2.3.4(Damages)
- 2.4(Jurisdictional Report Requirements), or
- 2.5(Billing Regulations)- including any payments to be made by the customer on the dates and times herein specified.

On thirty (30) days' written notice by Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, the Company may:

1. Refuse additional applications for service and/or refuse to complete any pending orders for service by the noncomplying customer at any time

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thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice or

2. Discontinue the provision of the services to the noncomplying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the noncomplying customer without further notice.

**B.** When access service is provided by more than one Company, the companies involved in providing the joint service may individually or collectively deny service to a customer for nonpayment. Where the telephone companies affected by the nonpayment are incapable of effecting discontinuance of service without cooperation from the other joint providers of Switched Access Service, such other telephone companies will, if technically feasible, assist in denying the joint service to the customer. Service denial for such joint service will only include calls which originate or terminate within, or transit, the operating territory of the telephone companies initiating the service denial for nonpayment. When more than one of the joint providers must deny service to effectuate termination for nonpayment, in cases where a conflict exists in the applicable tariff provisions, the tariff regulations of the Company where the customer end office is located shall prevail for joint service discontinuance provisions.

**C.** If the National Exchange Carrier Association, Inc. (NECA), notifies the Company that the customer has failed to comply with the Section 8 Lifeline Assistance and Universal Service Fund charges of NECA Tariff FCC No. 5, including any customer's failure to make payments on the date and times specified therein, the Company may, on thirty (30) days' written notice to the customer by Certified U.S. Mail, take any of the following actions:

1. Refuse additional applications for service;
2. Refuse to complete any pending orders for service; or
3. Discontinue the provision of service to the customer. In the case of discontinuance, all applicable charges, including termination charges, shall become due.

### **2.1.7 Provision and Ownership of Telephone Numbers**

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The Company reserves the reasonable right to assign, designate or change telephone numbers, any other call number designations associated with Access Services or the Company serving central office prefixes associated with such numbers, when necessary, in the conduct of the Company's business. Should it become necessary to make a change in such numbers, the Company will furnish to the customer, by Certified U.S. Mail on six (6) months' notice, the effective date and an explanation of the reasons for such changes.

## **2.2 Assignment and Transfer of Facilities**

- A.** The customer may not assign or transfer (e.g., mergers, acquisitions, consolidations) the use of services provided under this tariff except where there is no interruption of use or relocation of the services, such as assignment or transfer to:
1. Another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or
  2. A court appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.
- B.** In all cases of assignment or transfer, the written acknowledgement of the Company is required prior to such assignment or transfer and such acknowledgement shall be made within fifteen (15) days from the receipt of notification. The assignee or transferee (new customer) shall provide to the Company the written release of the use of such services from the assignor or transferor (former customer). All regulations, conditions and applicable charges, as set forth in this tariff, shall apply to such assignee or transferee.
- C.** The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

## **2.3 Obligations of the Customer**

### **2.3.1 Design of Customer Service**

Subject to the provisions set forth in 2.1.4 (Provision of Services), the customer shall be Solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in

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facilities, operations or procedures of the Company, minimum network protection criteria, operating or maintenance characteristics of the facilities.

### **2.3.2 Connections**

Facilities furnished under this tariff may be connected to customer-provided terminal equipment in accordance with the provisions of this tariff.

### **2.3.3 Equipment, Space and Power**

The customer shall furnish, or arrange to have furnished, to the Company, at no charge, an environment conducive to the operation of equipment, as well as the space and electrical power required by the Company to provide services under this tariff at the points of termination of such services. The selection of ac or dc power shall be mutually agreed to by the customer and the Company. The customer shall also make necessary arrangements in order that the Company will have access to such spaces at reasonable times for installing, testing, repairing or removing services of the Company.

### **2.3.4 Damages**

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by negligence or willful act of the customer or resulting from the customer's improper use of the Company facilities, or due to malfunction of any facilities or equipment provided by other than the Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. Upon reimbursement for damages, the Company will cooperate with the customer in prosecuting a claim against the person causing such damage. The customer shall be subrogated to the right of recovery by the company for the damages to the extent of such payment.

### **2.3.5 Claims and Demand for Damages**

The customer shall defend, indemnify and save harmless the Company from and against any suits, claims and losses or damages, including punitive damages, attorneys fees and court costs by third persons, arising out of the construction, installation, operation, maintenance or removal of the customer's circuits, facilities or equipment connected to the Company's services provided under this tariff including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines or penalties for failure of the customer to obtain or maintain, in effect, any necessary certificates, permits, licenses or other authority to acquire or operate the services provided under this tariff, provided; however, the foregoing indemnification shall not apply to

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suits, claims, and demands to recover damages to property, death or personal injury unless such suits, claims or demands are based on the tortuous conduct of the customer, its officers, agents or employees.

### **2.3.6 Customer Provided Reports**

Customer may be required to provide certain reports in connection with the provision of access service. The specific report requirements are provided in other sections of this tariff.

## **2.4 Jurisdictional Report Requirements**

- A.** For Feature Group B or D Switched Access Service(s), where jurisdiction can be determined from the call detail, the Company will determine the projected Percent Interstate Usage (PIU) factor as follows: the projected PIU factor will be developed on a monthly basis by end office, by dividing the measured interstate originating or terminating access minutes (the access minutes where the calling number is the one state and the called number is in another state) by the total originating or terminating access minutes.
- B.** For terminating access minutes, in cases where the call detail is insufficient to allow for use of measured minutes, the customer has the option of providing the Company with a projected PIU factor. Customers who provide a PIU factor shall supply the company with an interstate percentage of FGD terminating access minutes for each account or state to which the customer may terminate traffic. If a state level PIU is provided by the customer, the percentage will be applied to all accounts to which the customer may terminate traffic within the state. If no projected PIU factor is provided, the Company will apply a 50%/50% PIU for interstate and intrastate terminating and 800 originating access minutes.
- C.** Initial customer provided PIU factors must be furnished on the Access Service Request used to establish the service. All other customer provided PIU factors, including all PIU factors provided in a report update, must be furnished via a letter. PIU factors provided via a letter will be kept on file, and customers can designate when such PIUs are to apply to new or existing services. Such designations may only be made for those customer-provided PIU factors that have been furnished via a letter.
- D.** Jurisdictional percentages must be expressed as a whole number (i.e., a number from 0 to 100).
- E.** Effective of the first of January, April, July and October of each year or otherwise negotiated date, the customer may update the interstate and intrastate jurisdictional report. The customer shall forward to the Company, to be received no later the 15

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days after the first of the month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. Except where the Company is billing according to actual use by jurisdiction, the revised report will serve as the basis for the next three months billing and will be effective on the bill date for that service. No prorating or back billing will be done based on that report. If the customer does not supply the reports for those services where reports are needed, the Company will assume the percentage to be the same as provided previously. For those cases in which a quarterly report has never been received from the customer, the Company will assume the percentages to be the same calculated by the Company, as prescribed in A. and B. preceding.

- F. The customer reported projected PIU will be used for the apportionment of any monthly rates or nonrecurring charges associated with FGB or FGD Services until the end of the quarter during which the service was activated. Thereafter, a projected interstate percentage for such apportionment will be developed quarterly by the Company based on the data used to project interstate percentage of use as set forth preceding. Where call detail is insufficient to make such a determination, the customer will be requested to project an interstate percentage of use to be used by the Company for such apportionment.
- G. The customer shall keep sufficient detail from which the percent of interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once a year. The Customer shall supply the data within 30 calendar days of the Company request.

## **2.5 Billing regulations**

### **2.5.1 Advance Payments**

To safeguard its interests, the Company may require a customer to make an advance payment before services are furnished. The advance payment will be credited to the customer's initial bill. An advance payment may be required in addition to a deposit.

### **2.5.2 Deposits**

- A. In order to safeguard its interests only, the Company may require the customer to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of the payment of rates and charges. Such deposit is to be held by the Company as a guarantee of the payment of rates and charges.

The amount of the deposit shall not exceed an amount equal to one months' recurring charges where billed in advanced, or two months' charges when billed in

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arrears, plus two months' toll or nonrecurring charges, determined by actual or anticipated usage.

The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance that may remain will be refunded.

- B.** Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- C.** Deposits will accrue interest annually at the rate of 6% per annum.
- D.** The Company shall annually and automatically refund the deposits of Customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment or had more than one occasion on which a bill was not paid within the period prescribed and are not then delinquent in payment.

### **2.5.3 Payment of Rates and Charges**

For services provided under this tariff, the Company will bill in the following manner:

- Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
- Recurring rates and charges for services to be provided during the next billing period will be billed in advanced, and
- Usage charges will be billed in arrears.

All bills are due rendered (i.e., 30 days after or by the next bill date, as set forth in (A) following.

Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or fractions thereof based on a 30-day month.

When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

#### **A. Past Due Charges**

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The Company may apply a late charge if any portion of the customer's payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. The late payment charge will be applied to the portion of the payment not received by the due date, multiplied by a factor. The late factor shall be 1.5% per month. Collection procedures are unaffected by the application of the late payment charge. The late payment charge does not apply to final amounts.

**B. Billing Disputes Resolved in Favor of the Company**

In the event that a billing dispute is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to a late payment charge determined in accordance with (A) preceding and applied to such disputed charges. Such annual rate will be applied for each month or portion thereof that such charges were unpaid.

**C. Billing Disputes Resolved in Favor of the Customer**

In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

**2.5.4 Credit Allowance for Service Interruptions**

**A. General**

Service is considered to be interrupted when it becomes unusable to the customer because of (1) failure of a facility or component used to furnish service under this tariff, (2) the protective controls applied by the Company result in the complete loss of service by the customer or (3) when service is interrupted due to labor difficulties, governmental orders, civil commotion, criminal actions taken against the Company, act of God and other circumstances beyond the Company's reasonable control. An interruption period starts when an inoperative service is reported to the Company and ends when the service is operative.

The credit allowance for an interruption or for a series of interruptions shall not exceed:

1. The applicable monthly rate, or
2. The assumed minutes of use charge

**B. When a Credit Allowance Applies**

The customer will be credited for an interruption of 30 minutes or more at the rate of

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1/1440 of the monthly charges for the facility or service for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30-minute interruption. No credit will be allowed for an interruption period of less than 30 minutes.

A Credit Allowance for service interruptions will be applied to Switched Service Access depending upon whether or not the interruption is associated with a service that is usage rated or monthly recurring rated as set forth in (1) and (2) following:

1. Credit Allowance for Usage Rated Services

If the service experiencing an interruption is billed based on assumed minutes of use, credit shall be allowed for an interruption of greater than 24 hours. Such credit will be at the rate of 1/30<sup>th</sup> of the assumed minutes of use charge for each period of 24 hours or fraction thereof that the interruption continues.

If the service experiencing an interruption is billed on a measured, usage sensitive basis, a credit allowance does not apply.

2. Credit Allowance for Monthly Recurring Rated Services

For Switched Access Services with monthly recurring rates, the charges for which a credit will apply due to service interruptions will be the total of all monthly rate elements associated with the transport facility per DS1 or DS3, fixed per month and per mile per month, including any monthly rated features.

No credit allowance shall be allowed for an interruption period of less than 30 minutes. The customer shall be credited for an interruption of 30 minutes or more at the rate of 1/1440 of the monthly charges for the facility for each period of 30 minutes or fraction thereof that the interruption continues after the initial 30 minute outage.

In any month, as a result of the interruption, the total credit per rate element of the interrupted service may not exceed 100 percent of the monthly charge for that particular rate element.

C. When a Credit Allowance Does Not Apply

Credit allowances will not be made for the following:

1. Interruptions caused by the negligence of the customer.
2. Interruptions of a service due to the failure of equipment or systems

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- provided by the customers or others.
3. Interruptions of a service during any period in which the Company in not afforded access to the premises where the service is terminated.
  4. When the Company and the customer negotiate the release of the service for (1) maintenance purposes, (2) to make rearrangements or (3) to implement an order for a change in the service, a credit allowance does not apply during the negotiated time of release. Thereafter, a credit allowance as set forth in (A) and (B) preceding does apply.
  5. Periods when the customer elects not to release the service for testing and/or repair and continues to use it on an impaired basis.

**D. Temporary Surrender of a Service**

In certain instances, the customer may be requested to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined in the same manner as a credit service interruption as set forth in (A) preceding.

**2.6. Jointly Provided Access Services**

Jointly Provided Access Service occurs when a customer orders Switched Access Service to another Local Exchange Telephone Company to originate and terminate to end users. The Company will utilize a multiple bill billing arrangement whereby all recurring and nonrecurring charges for services provided by each Exchange Telephone Company are billed under each company's applicable rates following industry standard Meet Point Billing Practices.

The Company accepts and adheres to the Ordering and Billing Forum, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD) guidelines.

The Company will handle ordering, rating and billing of Access Services under this tariff where more than one Exchange Telephone Company is involved in the provision of Access Services as follows:

- A. When FGB or FGD is ordered by a customer to an interconnection point of another Local Exchange Telephone Company connected to the Company's network, the customer must provide the original order to the Local Exchange Telephone Company, and must provide a copy of the order to this Company.

Each Local Exchange Telephone Company that accepts the order will provide the portion of Switched Transport in its territory to interconnection point with another Local Exchange Telephone Company, and will bill the service in accordance with its tariff(s). The rates for Switched Transport (fixed and per mile), are determined as follows:

1. The total mileage for the service is computed using the V&H Coordinate Method set

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forth in National Exchange Carrier Association Tariff FCC No.4 (NECA No. 4)

2. A billing factor called the Billing Interconnection Percentage (BIP) is determined from NECA No. 4 directly.
  3. The company's rates and charges are then multiplied by the appropriate quantity(s) and the billing factor to obtain the charges for this company.
- B. The application of nondistance sensitive rate elements varies according to the rate structure and location of the facilities involved:
1. When rates and charges are listed on a per point of termination basis, this company's rates will be billed for the termination(s) within this company's operating territory.
  2. When rates and charges are listed on a per unit basis, e.g., multiplexing, this company's rates and charges will apply for the units located in the company's operating territory.
  3. When rates and charges are developed on an individual case basis, such rates will be developed for the portion of the service provided by this company.
  4. When rates and charges are listed on a per service basis, these rates and charges will be billed.
  5. When rates and charges are listed on a per line or trunk installed basis, this company's rates will be billed based on the number of lines or trunks specified by the customer on its order for access service placed with this company.

            
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### SECTION 3 – CARRIER COMMON LINE ACCESS SERVICE

#### 3. Carrier Common Line Access Service

##### 3.1 General Description

Carrier Common Line Access Service is utilized for the provisions of interstate or foreign telecommunications services and allows access to the Company common line facilities furnished to end users.

##### 3.2 Service Provisioning

A. Where the customer is provided trunk side Switched Access Service as Specified in Section 6 (Switched Access Service), the Company will allow access to the Company common line facilities furnished to end users.

B. The customer's facilities shall provide the necessary on-hook and off-hook supervision.

C. The following items are not provided as part of Carrier Common Line Access Service:

- Telephone number
- Detail billing
- Directory Listings
- Intercept arrangements

##### 3.3 Rate Regulations

This section contains the specific regulations governing the rates and charges which apply for Carrier Common Line Access Service.

The specific rates and charges are set forth in 3.4 (Rates and Charges). Jurisdictional Report Requirements are set forth in 2.4 (Jurisdictional Reports). Ordering, rating and billing procedures as specified in 2.6 (Jointly Provided Access Service) will apply for access services where more than one Exchange Company is involved.

##### 3.3.1 Rate Elements

###### A. Carrier Common Line Access Charges

The Carrier Common Line rate category provides for the Company common line facilities between the customer's end user and the end user's end office.

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### 3.3.2 CCL Usage Rates

Usage rates for each line or trunk are rates that apply on a per unit basis, e.g., per minute or use, when a specified rate element is used. Usage charges are accumulated over a monthly period.

Carrier Common Line Access Service rates are applied to rated minutes based upon whether the minutes are classified as originating or terminating. Originating calling permits the delivery of calls from Telephone Exchange Service locations from the customer's premises. Terminating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises.

A. Originating rates apply to

- originating access minutes of use (excluding those to which terminating rates apply, as specified in (B) following);
- originating 500, 700, 800 and 900 access minutes of use which are reported as minutes that terminate over a Switched Access Service that is assessed terminating Carrier Common Line Access Charges. Such originating minutes must be reported as specified in 3.3.2(C) (Percent Common Line Report).

B. Terminating rates apply to:

- terminating access minutes of use.

C. Percent Common Line Report

Customers must provide the Company with a Percent Common Line Report for originating interstate 500, 700, 800 and 900 traffic to identify the percentage of common line terminated traffic. When the customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use.

### 3.3.3 Determining Chargeable Access Minutes

Chargeable access minutes are developed by the Company based upon recordings of customer traffic to end office or access tandem switches where recording capabilities exist. If such recordings are unavailable, the Company develops chargeable access minutes through the use of assumed, factored or imputed minutes. The regulations for determining the chargeable access minutes for Carrier Common Line Access Service are the same as those for Switched Access Service and are specified in 5.6.4(Determining Chargeable Access Minutes).

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**3.3.4 Rates and Charges**

3.3.4.1 Carrier Common Line Access Charges

	<u>Rates per Access Minute</u>
- Originating	\$0.01000
- Terminating	\$0.015847

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## SECTION 4 – ORDERING FOR ACCESS SERVICE

### 4.1 Access Orders

An Access Order is an order to provide the customer with Switched Access, Access Related service or to provide changes to existing services. Whether received directly from the customer or through a joint service provider, order related charges for services set forth are applicable in addition to other charges for the service provided.

For the service(s) ordered as set forth following, the customer must also supply a copy of the order to the Telephone Company in whose operating territory a customer designated premises is located and any other Telephone Company(s) involved in providing the service.

For Feature Group B & D Switched Access, the customer must place an order with the Telephone Company in whose territory the end office is located. When ordered to the Access Tandem, the customer must also provide a copy of the order to each additional company subtending the Access Tandem.

#### 4.1.1 Access Order Charge

The Access Order Charge will be applied on a per order basis for any change, rearrangement or addition of Carrier Identification Codes (CICs) to an existing Feature Group B or Feature Group D access service. The Access Order charge does not apply when a Presubscription Charge or Billing Name and Address Order Charge is applicable.

#### 4.1.2 Rates and Charges

##### 4.1.3 Access Order Charge

Non-recurring charge Per Order	\$70.00
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## SECTION 5 – SWITCHED ACCESS SERVICES

### 5.1 General Description

Switched Access Service provides a two-way communications path between a customer's premises and an end user's premises through the use of common terminating, common switching, switched transport facilities, and common subscriber plant of the company. Switched Access Service provides for the ability to originate calls from an end user's premises to a customer's premises, and to terminate calls from a customer's premises to an end user's premises in the LATA where service is provided.

The provision of each feature group required Switched Transport and the appropriate Local Switching functions. Switched Transport provides for the transmission facilities between the customer's premises and the end office switch where the customer's traffic is switched to originate or terminate traffic. Local Switching provides for the local end office switching and end user termination functions necessary to complete the transmission of the customer's communications over Switched Access facilities to and from the end users served by the local end office. Common Line is provisioned under Section 3. Application of these rate categories and charges are contained in Section 5.6.

### 5.2 Feature Group Descriptions

Switched Access Service may be provided in two different feature group arrangements. These are generally differentiated by their technical characteristics and the manner in which an end user accesses them in originating calling, e.g., with or without an access code.

Feature groups are arranged for originating, terminating or two-way calling, based on the customer's order specifications. Originating calling permits the delivery of calls from Telephone Exchange Service locations to the customer's premises. Terminating call permits the delivery of calls from the customer's premises to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously.

Following are detailed descriptions of each of the available feature groups. Each feature group is described in terms of its specific physical characteristics and calling patterns.

#### 5.2.1 Feature Group B (FGB)

##### A. General

1. FGB is provided as trunk side switching. The switch trunk equipment is provided with wink start address signaling or immediate dial pulse address signaling and answer and disconnect supervisory signaling. FGB switching is provided with multi-frequency address signaling in both the originating and

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terminating directions.

2. The Company will establish a trunk group or groups for the customer at end office switches or access tandem switches where FGB switching is provided.
3. When all FGB switching arrangements are discontinued at an end office or in a LATA, an intercept announcement is provided. This arrangement provides, for a maximum period of 90 days, an announcement that the service associated with the number dialed has been disconnected.

B. Originating FGB

1. The uniform access code for FGB switching is 950-XXXX. (The XXXX represents a unique four-digit number for each access customer). These uniform codes will be the assigned access numbers for all FGB Switched Access Service provided to the customer by the Company.
2. FGB is provided with multi-frequency address signaling. Except for FGB switching provided with the automatic number identification (ANI) or rotary dial station signaling arrangements, any other address signaling in the originating direction, if required by the customer, must be provided by the customer's end user using in-band tone signaling techniques. Such in-band tone address signals will not be regenerated by the company and will be subject to the ordinary transmission capabilities of the Switched Transport provided.

C. Terminating FGB

1. When directly routed to an end office, only those valid NXX codes served by that end office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls will also be completed to time or weather announcement services of the Company, community information services of an information service provider and other customer's services (by dialing the appropriate digits).
2. Calls in terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), exchange telephone repair service, service code 911 or 101XXXX access codes. FGB may not be switched to access another FGB or FGD in the same LATA.

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### 5.2.2 Feature Group D (FGD)

#### A. General

1. FGD is provided at Company designated end offices switches whether routed directly or via Company designated electronic access tandem switches.
2. FGD is provided as trunk side switching through the use of end office or access tandem switch trunk equipment. The switch trunk equipment is provided with wink start pulsing signals and answer and disconnect supervisory signaling.
3. The Company will establish a trunk group or groups for the customer at end office switched or access tandem switches where FGD switching is provided.
4. FGD Switching is provided with in-band multi-frequency address signaling or out of band SS7 signaling. With multi-frequency address signaling and SS7 signaling up to 12 digits of the called party number dialed by the customer's end user using dual tone multi-frequency or dial pulse address signals will be provided by the Company equipment to the customer's premises where the Switched Access Service terminates. Such address signals will be subject to the ordinary transmission capabilities of the Switched Transport provided.

#### B. Originating FGD

1. The uniform access code for FGD switching is 101XXXX. (XXXX represents unique four-digit number for each access customer.) This uniform code will be the assigned access number for all FGD Access Service provided to the customer by the Company. When the 101XXXX access codes are used, FGD switching also provides for dialing the digit 0 for access to the customer's operator, 911 for access to the Company's emergency reporting service, or the end-of-dialing (#) for cut-through access to the customer's premises.
2. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer. The customer's end user is not required to dial an access code for originating 800 NPA and 500 Access provided with FGD Switched Access Service. 800 NPA and 500

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Access calls dialed with an access code will be blocked by the Company.

3. Where no access code is required, the telephone number dialed by the customer's end user shall be a seven or ten digit number for calls in North America Numbering Plan (NANP). For international calls outside the NANP, a seven to twelve digit number may be dialed. The form of numbers dialed by the customer's end user is NXX-XXXX, 0 or 1 + NXX-XXXX, NPA + NXX-XXXX, 0 or 1+ NPA + NXX+XXXX, and, when the end office is equipped for International Direct Distance Dialing (IDDD), 01 + CC + NN or 011 + CC + NN.

C. Terminating FGD

1. When directly routed to an end office, only those valid NXX codes served by that office may be accessed. When routed through an access tandem, only those valid NXX codes served by end offices subtending the access tandem may be accessed. Calls will also be completed to time or weather announcement services of the Company, community information services of an information service provider, and other customer's services (by dialing the appropriate codes) when such services can be reached using valid NXX codes.
2. Calls in the terminating direction will not be completed to 950-XXXX access codes, local operator assistance (0- and 0+), Directory Assistance (411), exchange telephone repair service, service code 911 or 101XXXX access codes. FGD, in the terminating direction, may not be switched to access another FGB or FGD in the same LATA.

### 5.3 Miscellaneous Services Descriptions

#### 5.3.1 800 Number Portability Access Service (800 NPAS)

A. General

800 NPAS is an originating offering utilizing FGD trunk side Switched Access Service for the delivery of 800 calls. 800 NPAS includes all toll-free access services using the following dialing plans: 800, 888, 877, 855, 844, 833, 866 and 822. 800 NPAS allows the Company to route 800 calls to the appropriate 800 Service Provider. 800 NPAS allows end users to originate 800 calls on a 1+ basis without the use of an access code. The 800 NPAS Provider will be identified from the dialed 800 number (e.g., 1+800+NXX-XXXX or 1+8888+NXX-XXXX) or a translated ten-digit POTS number (i.e., 1+NPA+NXX-XXXX). For 800 NPAS calls outside of the North American

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Numbering Plan (NANP), the 800 Service Provider will receive a six-digit base translation.

When an end user originates an 800 NPAS call, the Company will determine how the call is to be routed, based on the 800 number dialed. If an 800 NPAS call originates in an end office not SSP (Service Signaling Point) equipped to provide the customer identification function, the call will be routed to an SSP equipped access tandem. Once the 800 NPAS Provider has been identified, the 800 call, served by the Company's SSP, will be routed to the 800 Service Provider's defined FGD trunk group.

800 NPAS provides the customer identification function required to determine the appropriate routing for an 800 number based on the geographic origination of the call, from a specific NPA/NXX, NPA, or LATA, up to any combination of the same.

800, as used throughout this tariff, includes 800, 888, 877, 855, 844, 833, 866 and 822 dialing plans. The 866, 855, 844, 833 and 822 dialing plans will be available when technically feasible and facilities permit, respectively, upon exhaust of 800, 888 and 877 codes.

### 5.3.2 900 Access Codes

All 900 Access Service calls will be blocked unless 900 Access Service is specifically requested by the customer, in which case it will be routed to the tandem office.

## 5.4 Switched Transport

Switched Transport is provided to customers of Switched Access Service for the provision of transmission facilities between the customer's premises and end office switch(s) where the customer's traffic is switched to originate or terminate communications.

Switched Transport provides a one-way or two-way voice frequency transmission path composed of facilities determined by the Company which permit the transport of calls in the originating direction and in the terminating direction—though not simultaneously. This voice frequency transmission path may be comprised of any form or configuration of plant capable of, and typically used in, the telecommunications industry for transmitting voice and associated telephone signals within the frequency bandwidth of approximately 300 to 3000 Hz.

Ordering provisions, as set forth in 2.6 (Jointly Provided Access Service) will apply when more than one Exchange Company is involved in the provision of a Switched Transport facility. Rate elements for Switched Transport are defined in 5.6.1 (Rate Elements). Rates and nonrecurring charges for those rate elements are located in 5.7 (Rates and Charges).

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#### **5.4.1 Switched Transport Facilities**

The following facilities provide the physical route a transmission path may take in transporting Switched Access communication between a customer's premises and an end office.

##### **A. Tandem-Switched Transport Facilities**

A Tandem-Switched Transport Facilities provides the transmission path between the access tandem and an end office and includes tandem switching functions. Tandem-Switched Transport facilities include circuits provided for the common use of all customers who have requested tandem switching (from the access tandem to the end office). Tandem-Switched Transport facilities are available for use with all Switched Access services.

### **5.5 Service Provisioning**

#### **5.5.1 Manner or Provisioning**

There are two major traffic categories, originating and terminating:

Originating traffic represents access capacity within a LATA for carrying traffic from the end user to the customer.

Terminating traffic represents access capacity within a LATA from the customer to the end user.

#### **5.5.2 Design and Traffic Routing of Switched Access Service**

When ordering Switched Access Services, the customer must, at a minimum, specify the Switched Transport facilities to be used (Tandem-Switched Transport facility). The customer is required to specify whether the service should be provided by originating only, terminating only or two-way.

#### **5.5.3 Design Blocking Portability**

The design blocking objective for FGD will be no greater than one percent (.01) between the point of termination at the customer's premises and the end office switch.

#### **5.5.4 Testing**

Two broad categories of testing will be available for Switched Access

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Momentum Business Solutions, Inc.  
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Birmingham, Alabama 35216

Services. These are Acceptance Tests and In-Service Tests.

A. Acceptance Tests

Acceptance tests are tests that are performed during the installation of a Switched Access service. These tests are cooperative tests between the Company and the customer and they are performed at the customer's request at the time of installation. There is no charge for Acceptance Testing.

The Company will test the following parameters:

- loss
- C-notched noise
- 3-tone slope
- dc continuity
- operational signaling

B. In-Service Testing

In-Service Tests are tests which are performed after acceptance of the Switched Access Service by the Customer. Among the types of tests that can be performed are Automatic Scheduled Testing, Cooperative Schedule Testing, Manual Scheduled Testing and Nonscheduled Testing.

### 5.5.5 Network Management

The Company maintains the right to apply protective controls (i.e., those actions, such as call gapping) which selectively cancel the completion to any traffic carried over the Company's network, including that associated with a customer's Switched Access Service. Generally, such protective measures would only be take as a result of occurrences such as a result of occurrences such as failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by the Company result in a complete loss of service to the customer, the customer may be granted a credit allowance in conjunction with the regulations specified in 2.5.4 (Credit Allowance for Service Interruptions).

### 5.6 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

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There are three types of rates and charges that apply to the various rate elements for Switched Access Service. These are nonrecurring charges, monthly recurring rates (including fixed and per mile rates) and usage rates.

Specific rates and charges are set forth in 5.7 (Rate and Charges). Requirements for jurisdictional reporting are set forth in 2.4 (Jurisdictional Report Requirements). Ordering, rating and billing procedures specified in 2.6 (Jointly Provide Access Service) will apply for access services where more than one exchange telephone company is involved.

#### 5.6.1 Rate Elements

The following provides a list of the various rate elements and how the rate elements are defined.

- Common Line [described in Section 3 (Carrier Common Line Access Service)]
- Tandem-Switched Transport (as described in A. following)
- Local Switching (as described in B. following)

##### A. Tandem-Switched Transport

The Tandem-Switched Transport rate element provides for a Tandem-Switched Transport facility as set forth in 5.4 (Switched Transport). The Tandem-Switched Transport rate element includes the transmission facilities between the Access Tandem and an end office. Tandem-Switched Transport is composed of the following sub-elements:

Tandem-Switched Transmission provides the transmissions facilities from the access tandem to the end office where calls are switched to originate or terminate. Tandem Switching Rates are set for in 5.7.2(C)(Tandem-Switched Transport).

1. Tandem-Switched Transmission includes the transmission medium itself (e.g., wire or fiber) as well as certain circuit equipment that is used at the ends of the interoffice links and employed to derive the channels on the transmission medium and circuit equipment used within the network to manage the circuits at intermediate locations.
2. Tandem Switching provides for use of the Company's access tandem.

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B. Local Switching

The local Switching rate element provides for the local end office switching and end user termination functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office. When local switching functions are not used in the provision to a Switched Access service, local switching rates will not apply.

The Local Switching rate element provide for the following functions:

Common Switching – Local end office switching associated with the feature group switching arrangements.

Transport Termination – Line or trunk side arrangements which terminate the Local Transport facilities.

**5.6.2 Nonrecurring Charges**

A. Nonrecurring Charges for Installation of Features

1. The nonrecurring charge for the following features applies on a per Carrier Identification Code (CIC), per end office basis. When tandem routed, the first end office charge always applies. For the Carrier Identification Code features when tandem routed, a tandem charge applies and is in addition to the end office charge.

Automatic Number Identification (For FGD)

Carrier Identification Code

- Established/Add (for FGD)
- Change (for FGD)
- Delete (for FGD)
- Establish (for FGB)
- Change (for FGB)
- Delete (for FGB)

2. When the following features are installed for a trunk group, the nonrecurring charge applies per trunk group.

Automatic Number Identification (For FGB)

Trunk Access Limitation

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3. The nonrecurring charge for the following feature applies only when the feature is ordered subsequent to the CIC installation. When applicable, the nonrecurring charge is assessed on either a per tandem or a per end office basis. When tandem routed, only the tandem charge applies. When end office routed, only the end office charge applies.

Up to 7 Digits Outpulsing (for FGB)

**B. Nonrecurring Charges for Service Rearrangements**

Service rearrangements are changes to existing services which do not result either (1) a change in the minimum period requirements, or (2) a change in the physical location of the point of termination.

Changes which result in (1) the establishment of a new minimum period of obligations are treated as a discontinuance of the existing service and installation of a new service and all applicable nonrecurring charges will apply. Changes in (2) the physical location of the point of termination are treated as moves and are described and charges for as specified in 5.6.8 (Moves).

A change in the customer of record (i.e., existing Access Service is provided and billed to a different entity) is considered a service rearrangement when the new customer assumes liability for all current and prior charges for the service(s) and has complied with the regulations and conditions specified in 2.2 (Assignment and Transfer of Facilities). An Access Order Charge will apply when a change of customer name or a change in billing data (name, address, contact name, or telephone number) is required in conjunction with a change in the customer of record as described in 4.1.1 (Access Order Charges).

When a customer requests one or more of the following service rearrangements, nonrecurring charges will apply as follows:

1. The following administrative changes will be made without charge to the customer, except where noted.
  - Change in agency authorization
  - Change in jurisdiction
  - Change in transport service type designation (switched to special or vice versa) that does not require a physical change in service/

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2. When a customer request the following administrative changes, a nonrecurring charge will apply on a per trunk group or per connection type basis when adding or changing the feature subsequent to the installation of the trunk. If more than one change is requested on the same Access Order, only one charge will apply per trunk group.
  - Change of Access Carrier Name Abbreviation (ACNA)
  - Change of Customer Circuit Identification
3. Except as specified in 5.6.8 following, rearrangements of Switched Transport facilities will be treated as a discontinuance of the existing service and an installation of a new service and all applicable nonrecurring charges will apply as specified in 5.7(Rates and Charges).
4. All other changes to existing services will be treated as a discontinuance of the existing service and an installation of a new service. The nonrecurring charges described in A. preceding (Nonrecurring Charges for Installation of Service) will apply for this work activity.

### 5.6.3 Monthly Recurring and Usage Rates

Monthly rates (including fixed and per mile rates) are flat recurring rates that apply each month or fraction thereof that a specific rate element is provided. For billing purposes, each month is considered to have thirty (30) days.

Usage rates for each line or trunk are rates that apply on a per unit basis (e.g., per call, per access minute or per access minute per mile) when a specific rate element is used. Usage charges are accumulated over a monthly period.

#### A. Switched Transport

##### 1. Tandem-Switched Transport

Tandem-Switched Transport is provided with the following sub-elements:

- Tandem-Switched Transmission/Common Transport
- Tandem Switching

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2. Tandem-Switched Transport
  - a. Tandem-Switched Transmission/Common Transport

Tandem-Switched Transmission/Common Transport has two rates: a per access minute of use rate and a per minute of use per mile rate. The per access minute of use rate applies to the non-distance sensitive portion of the Tandem-Switched Transport for the termination of both ends facility. The per access minute of use per mile rate applies to the distance sensitive portion to the Tandem-Switched Transport facility. When the mileage for Tandem-Switched Transmission/Common Transport is zero, the per mile rate will not apply.

- b. Tandem Switching

A per access minute of use rate applies to each Tandem-Switched Transport facility for the switching functions provided by the access tandem.

B. 800 Number Portability Access Service (NPAS)

The following rate elements are applicable to 800 NPAS:

1. 800 NPAS Query Basic

The 800 NPAS Query Basic rate applies per call for each 800 query received at the Company Service Control Point (SCP) that returns a valid carrier identification code providing the appropriate routing information of that call and results in the delivery of the 800 call to customer.

2. 800 NPAS Query Vertical

The 800 NPAS Query Vertical rate applies per Call Handling and Destination query and will be in lieu of the 800 NPAS Query Basic Charge.

The 800 NPAS rate elements will be billed to the customer utilizing FGD/Switched Access Service for the delivery of 800 calls.

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#### **5.6.4 Determining Chargeable Access Minutes**

Chargeable access minutes are developed by the Company based upon recordings of customer traffic to end office or access tandem switches where recording capabilities exist. If such recordings are unavailable, the Company develops chargeable access minutes through the use of assumed minutes, recorded minutes which have been factored or imputed minutes.

##### **A. FGB Access Minutes**

When recording originating calls over FGB, usage measurements begins when the originating FGB entry switch receives answer supervision forwarded from the customer's point of termination (indicating that the customer's equipment has answered). The measurement originating call usage over FGB ends when the originating FGB entry switch receives disconnect supervision from either the originating end user's end office (indicating that the originating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over FGB, usage measurement begins when the terminating FGB entry switch receives answer supervision from the terminating end user's end office (indicating that the terminating end user has answered). The measurement terminating call usage over FGB ends when the terminating FGB entry switch receives disconnect form either the terminating end user's end office (indicating that the terminating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

##### **B. FGD Access Minutes**

1. When recording originating calls over FGD with multi-frequency address signaling, usage measurement begin when the originating FGD entry switch receives the first wink supervisory signal forwarded from the customer's point of termination. The measurement of originating call usage over FGD ends when the originating FGD entry switch receives disconnect supervision from either the originating end user's end office (indicating that the originating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

For terminating calls over the FGD with multi-frequency address signaling, usage measurement begin when the terminating FGD

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entry switch receives answer supervision from the terminating end user's end office (indicating that the terminating end user has answered). The measurement of terminating call usage over FGD ends when the terminating FGD entry switch receives disconnect supervision from either the terminating end user's end office (indicating that the terminating end user has disconnected), or the customer's point of termination, whichever is recognized first by the entry switch.

2. When recording originating calls over FGD with SS7 signaling, measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FGD calls usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement access minutes begin when the terminating recording switch receives answer supervision from the terminating end user. On directly routed trunk groups or on tandem routed trunks groups, the Company switch receives answer supervision and sends the indication to the customer in the form of an answer message. The measurement of terminating FGD calls usage ends when the entry switch receives or sends a release message, whichever occurs first.

#### **5.6.5 Determining Switched Transport Mileage and Charges**

##### **A. Determining Switched Transport Mileage**

The mileage to be used to determine the monthly rate for Tandem Switched Transport is calculated on the airline distance between the end office switch where the call carried by Switched Transport service originates or terminates and the Access Tandem. Where applicable, V&H coordinates method is used to determine mileage. This method is described in the National Exchange Carrier Association, Inc., Tariff FCC No. 4, Wire Center and Interconnection Information.

##### **B. Determining Switch Transport Mileage Charges**

To determine the rate to be billed, compute the mileage, and apply the rate shown in 5.7 (Rate and Charges). If the calculation results in a fraction of a mile, always round up to the next whole mile before applying the rate.

#### **5.6.6 Minimum Period Charges**

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Switched Access Service is provided for a minimum period of one month. The charge for a month or fraction thereof is equal to the applicable minimum monthly charge for the capacity.

**5.6.7 Change of Feature Group Type**

Changes from one type of feature group to another will be treated as a discontinuance of one type of service and a start of another.

**5.6.8 Moves**

Upon receipt of written notice from the customer, the Company will add, delete or change locations or features of specific lines and equipment. The Company will charge the customer a nonrecurring charge for such service on an individual case basis.

**5.7 Rates and Charges**

**5.7.1 Switch Transport**

A. Tandem-Switched Transport

1. Tandem-Switched Transmission/Common Transport

Termination Rate per Access Minute	\$0.00036
Facility Rate per Access Minute per Mile	\$0.00004
  
2. Tandem Switching

Rate per Access Minute	\$0.0005
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**5.7.2 Local Switching**

A. Local Switching Usage

Rate per Access Minute	\$0.00876
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**5.7.3 800 Number Portability Access Service (NPAS)**

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Rate Per Query

A.	800 NPAS Query Basic	\$0.0040
B.	800 NPAS Query Vertical	\$0.0045

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**SECTION 6 – SPECIAL ACCESS SERVICES**

**6.1 [Reserved for Future Use]**

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## SECTION 7 - MISCELLANEOUS SERVICES

### 7.1 General

Section 7 addresses miscellaneous services to include access services billings and billing name and address.

### 7.2 Access Services Billing

Billing for Access Services is done monthly. Bills for access service are rendered by each Access Customer Name Abbreviation (ACNA), by state. If charges for Access Service Billing exist in the Company's Intrastate Access Service Tariffs and its Interstate Access Service Tariff, the total charge to the Customer will be calculated based upon one half of the intrastate charge and one half of the interstate charge. If charges for Access Services Billing exist only in the Company's Interstate Access Services Tariff, full interstate charges will apply.

For all media other than paper, the Customer and the Company will discuss and, to the extent technically feasible, mutually agree upon the medium specifications prior to issuance of the first bill.

### 7.3 Billing Name and Address

Billing Name and Address (BNA) provides the billing name and address of an end user who has an Automatic Number Identification recorded by the customer (interexchange carriers, operator service providers, enhanced service providers and any other provider of interstate telecommunications services) for telecommunications services rendered by the customer to its end user. The receipt of this information will allow the customer to provide its own billing to end users who may not have established a formal relationship with the customer.

BNA is provided for the sole purpose of permitting the Customer to bill its telephonic communications services to its end users and may not be resold or used for any other purpose, including marketing activity such as market surveys or direct marketing by mail or by telephone. The Customer may not use BNA information to bill for merchandise, gift certificates, catalogs or other services or products.

BNA Customers will be assessed on a per record rate for each BNA record requested. This rate is billed to the customer on a monthly basis. The BNA per record rate applies regardless of whether the requested telephone number is available in the Telephone Company's information database. The per request rate is contained in Section 7.4.

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## 7.4 Rates and Charges

### 7.4.1 Presubscription

	<u>Nonrecurring Charge</u>
A. Presubscription Change Charge	\$5.00
B. Presubscription Unauthorized Change Charge	\$20.00

### 7.4.2 Billing Name and Address

Per Request	\$0.75
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