

**MOMENTUM TELECOM, INC.
WHOLESALE COMPETITIVE LOCAL EXCHANGE CARRIER TARIFF
Regulations and Schedule of Charges**

This tariff has been filed with the Pennsylvania Public Utility Commission. Copies are available for inspection at the Company's place of business:

Momentum Telecom, Inc.
2700 Corporate Drive
Suite 200
Birmingham, Alabama 35242

- The Company will mirror the exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. Nos. 180A, 182, 182A, 185B and 185C; The United Telephone Company of Pennsylvania LLC d/b/a Embarq Pennsylvania P.U.C. No. 27, and Commonwealth Telephone Company LLC d/b/a Frontier Communications Commonwealth Telephone Company Pa. P.U.C. No. 24.
- The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S. and the Telecommunications Act of 1934, as amended), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

Issued: February 3, 2009

Effective: February 4, 2009

Issued by: Charles E. Richardson, III -- VP and General Counsel
Momentum Telecom, Inc.
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Competitive Local Exchange Service

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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.

<u>Page</u> <u>Number</u>	<u>Revision</u>	<u>Page</u> <u>Number</u>	<u>Revision</u>
Title Page	Original *		
1	Original *	25	Original *
2	Original *	26	Original *
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15	Original*		
16	Original *		
17	Original *		
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19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	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 PA PUC. 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 PA PUC, 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 Pennsylvania PUC.

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EXPLANATION OF SYMBOLS

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

- (C) - To signify changes
- (D) - To signify decreased rate
- (I) - To signify increased rate.

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LIST OF MODIFICATIONS

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Competitive Local Exchange Service

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange within the Commonwealth of Pennsylvania within the service territories of Verizon Pennsylvania Inc. Telephone, The United Telephone Company of Pennsylvania LLC d/b/a Embarq Pennsylvania, and Commonwealth Telephone Company LLC d/b/a Frontier Communications Commonwealth Telephone Company.

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Competitive Local Exchange Service

SECTION 1 – DEFINITIONS

1.1 Definitions

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

Company: Momentum Telecom, Inc.

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

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.

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.

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

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

Momentum: Momentum Telecom, 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.

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.

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Competitive Local Exchange Service

SECTION 1 – DEFINITIONS (continued)

1.1 Definitions (continued)

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

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.

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.

SIP: Session Initiation Protocol

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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Competitive Local Exchange Service

SECTION 2 – RATES AND CHARGES

2.1 Application of Rates - Wholesale Local Service

Wholesale local service applies to service furnished to wholesale customers/carriers, and is not available for direct end user service.

2.2 Wholesale Local Service

2.2.1. General Service Offering and Limitations

Wholesale Local Service utilizes Session Initiation Protocol-based ("SIP"-based) Voice Over Broadband to provide wholesale customers with local dialtone, telephony features and back office support. Wholesale Local Service will offer the same local calling allowances to a carrier's end user customers that they receive from the applicable existing Incumbent Local Exchange Carrier. The calling features that may be included for the service include, but are not limited to: Caller ID, Call Waiting, Three Way Calling. The end user customers of this service will have access to 911 emergency calling as well as 711 for the Telecommunications Relay Services.

A. The specific limitations applicable to Wholesale Local Service are as follows:

- I. Must provide high speed internet connection to end user customers
- II. Must have upload/download speed of 90Kbps per second

2.2.2. Rates

Unless otherwise provided in an individual case basis ("ICB") arrangement pursuant to Rule 2.4 following, the rates for Wholesale Local Service are as follows:

<u>Description</u>	<u>Non-recurring</u>	<u>Recurring</u>
Account set up/activation fee	\$30,000	
Per line rate	\$100.00	\$22.00

2.3. Minimum Term

The minimum term for Wholesale Local Service is three (3) years.

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SECTION 3 – LOCAL CALLING AREAS

3.1 Local Calling Areas

<u>Exchange</u>	<u>Local Calling Areas</u>
Frenchville	Clearfield, Frenchville, Philipsburg, Snow Shoe, Winburne
Howard	Beech Creek, Bellefonte, Howard, State College, Zion
Nuremberg	Conyngham, Hazelton, Nuremberg, Ringtown
Ringtown	Nuremberg, Ringtown, Shenandoah
Winburne	Clearfield, Frenchville, Philipsburg, Winburne Zion Bellefonte, Howard, State College, Zion

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SECTION 4 – RULES AND REGULATIONS

4.1 Undertaking of the Company

The Company's Wholesale Local Services are furnished for the provision of telecommunications services in exchange area boundaries as stated in the tariffs of Verizon Pennsylvania Inc. Telephone Pa. P.U.C. No. 180A, 182, 182A, 185B and 185C; United Telephone Company of Pennsylvania d/b/a Embarq Pa. P.U.C. No. 27, and Frontier Communications Commonwealth Telephone Company Pa. P.U.C. No. 24.

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.

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.

4.2 Terms and Conditions

- 4.2.1. Service is provided on the basis of a minimum period of at least three (3) years.
- 4.2.2. 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.
- 4.2.3. 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 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.
- 4.2.4. Service may be terminated upon written notice to the Customer if:
 - A. the Customer is using the service in violation of this tariff, or
 - B. the Customer is using the service in violation of the law.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.2 Terms and Conditions (continued)

4.2.4 (continued)

- C. This tariff shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania without regard for its choice of laws provision.
- D. 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.

4.3 [Reserved for Future Use]

4.4 Individual Case Basis, Special Promotions or Special Construction

The Wholesale Local Service is also available on a contract basis pursuant to Individual Case Basis ("ICB"), special promotions or special construction arrangements. The terms and conditions of each contract offering are subject to the agreement of both Customer and Company. Such contract offerings will be made available to similarly situated Customers in substantially similar circumstances. The contracts will be filed in accordance with Commission rules. Unless otherwise stated herein, the prices, terms and conditions of each ICB, special promotion or special construction contract will prevail over any contrary provision of the tariff.

4.5 Limitations on Liability

- 4.5.1.** The Company disclaims all responsibility for the conduct of local emergency response centers and the national emergency calling center and disclaims all responsibility for routing its customer's 911 calls to those centers. Company relies on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. Company disclaims any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. NEITHER COMPANY NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE UNLESS SUCH CLAIMS OR CAUSES OF ACTION AROSE FROM OUR GROSS NEGLIGENCE, RECKLESSNESS OR WILLFUL MISCONDUCT. Customer and their subscribers shall defend, indemnify, and hold harmless Company, our officers, directors, employees, affiliates and agents from any and all claims, losses, damages, fines, penalties, costs and expenses by, or on behalf of, our customers and/or their subscribers or any third party relating to the absence, failure or outage of the service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the service to be able to use 911 Dialing or access emergency service personnel. Wherever herein the term "911 Dialing" appears, it is to be understood to include E911.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.5 Limitations on Liability (continued)

4.5.2. Company will not be liable for any delay or failure to provide the service, including 911Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:

- A. the negligence or willful act of the customer; or
- B. when the Company suspends or terminates service pursuant to the terms of a contract for service for customer's nonpayment of charges, unlawful or improper use of the facilities or service or for any other reasons found in this tariff.

4.5.3. Company's liability to its Customers shall be further limited as set out in this paragraph. Customer shall only be entitled to compensation from Company for interruption of service. Service interruption shall be deemed to begin when Customer reports that fact to Company. In the event of a service interruption, and provided Customer has requested such credits within thirty (30) days of the service interruption, Company shall provide to Customer the following credits toward future charges upon Customer's request: if the service interruption lasts for less than one (1) hour, Customer shall receive no credit allowance; if the service interruption lasts for at least one (1) hour but no longer than twenty-four (24) hours, Customer shall receive a credit allowance equal to 1/30th of the monthly recurring charges for the interrupted services for the first twenty-four (24) hour period of interrupted services thereafter; if the service interruption lasts for more than twenty four (24) hours, Customer shall receive a credit allowance as aforesaid for the first twenty-four (24) hours, plus 2/30ths of the monthly recurring charges for the interrupted services for each continuous twenty-four (24) hour period (or portion thereof) of interrupted services thereafter.

Service interruption credits shall not be provided, for service interruptions due to: (i) Customer, its agents or its subscribers, (ii) Customer or subscriber equipment, whether owned or leased from third parties. The duration of a service interruption may not be aggregated with any other outage. Service interruption credits in a month shall not exceed one hundred percent (100%) of the monthly recurring charges of the affected service and may not be carried over from month to month. Our total liability for credits for service Interruption shall not exceed, in any one month, the monthly recurring charges for the affected Customer's services. The credits described herein are Customers' sole and exclusive remedies for any service interruption. Customers' subscribers shall look solely to Customer for any service interruption.

Company's aggregate liability will in no event exceed the service charges with respect to the affected time period.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.5 Limitations on Liability (continued)

4.5.4. COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET ITS CUSTOMER'S REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER COMPANY NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO ITS TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, ITS CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF COMPANY'S NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

4.6 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 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.

4.6.1 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.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.6 Notification of Service Affecting Activities (continued)

4.6.1 Provision of Equipment and Facilities (continued)

- 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:
 - I.** the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - II.** the reception of signals by Customer-provided equipment; or
 - III.** network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

4.6.2 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 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.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.6. Notification of Service Affecting Activities (continued)

4.6.3 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.

4.6.4 Ownership of Facilities

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

4.7 Prohibited Uses

- 4.7.1** 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.
- 4.7.2** 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 Pennsylvania Public Utility Commission's regulations, policies, orders, and decisions.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.7 Prohibited Uses (continued)

4.7.3 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.

4.7.4 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.

4.8 Obligations of the Customer

4.8.1 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. 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 section prior to accepting an order for service.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.8 Obligations of the Customer (continued)

4.8.1 General (continued)

- 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; 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.

4.8.2 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, 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 Company, or otherwise, for any

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SECTION 4 – RULES AND REGULATIONS (continued)

4.8 Obligations of the Customer (continued)

4.8.2 Liability of the Customer (continued)

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.

4.9 Customer Equipment and Channels

4.9.1 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.

4.9.2 Station Equipment

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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SECTION 4 – RULES AND REGULATIONS (continued)

4.9 Customer Equipment and Channels (continued)

4.9.3 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 herein 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 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.

4.10 Payment and Billing

4.10.1 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 Pennsylvania 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.

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.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.10 Payment and Billing (continued)

4.10.2 Billing and Collection of Charges

- 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. If bills are paid by mail, the date of the postmark will be considered the date of payment. 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 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 of 1.5% of the unpaid balance 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 Pennsylvania Public Utility Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

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SECTION 4 – RULES AND REGULATIONS (continued)

4.10 Payment and Billing (continued)

4.10.2 Billing and Collection of Charges (continued)

Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
1-800-692-7380

- G.** If service is disconnected by the Company pursuant to this tariff, and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by Company pursuant to this tariff, and later restored, restoration of service will be subject to the rates of this tariff.

4.10.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 4.10.3. Company will provide a written notice regarding the discontinuance at least forty-five (45) calendar days prior to the date that the Company intends to cease providing the service that enables the wholesale customer to serve the end-user customers.

Upon the Company's discontinuance of service to the Customer under Section 4.10.3(A) or 4.10.3(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 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.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.10 Payment and Billing (continued)

4.10.3 Discontinuance of Service for Cause (continued)

- 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.** Upon thirty (30) days notice in the event Company, for any reason, in good faith, deems itself insecure with respect to the prospect of payment of future demanded sums, or if the Company, for any reason, determines that it no longer wishes to offer the Service to the Customer.

4.10.4 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.

4.10.5 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.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.10 Payment and Billing (continued)

4.10.5 Cancellation of Application for Service – Contract Services Only (continued)

- 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 4.10.5(A) through 4.10.5(C) will be calculated and applied on a case-by-case basis.

4.10.6 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.

4.11 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 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.

4.11.1 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;

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SECTION 4 – RULES AND REGULATIONS (continued)

4.11 Cancellation of Service/Termination Liability (continued)

4.11.1 Termination Liability (continued)

- C. all recurring charges specified in the applicable Service Order for the balance of 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.

4.12 Customer Liability for Unauthorized Use of the Network

4.12.1 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.

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SECTION 4 – RULES AND REGULATIONS (continued)

4.12 Customer Liability for Unauthorized Use of the Network (continued)

4.12.1 Customer Liability for Fraud and Unauthorized Use of the Network (continued)

- 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 to the Company.

4.13 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.

4.14 Notices and Communications

4.14.1 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.

4.14.2 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 5 - PROMOTIONS

Reserved for Future Use.

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