

Momentum Business Solutions, Inc.
2090 Columbiana Road, Suite 3000
Birmingham, Alabama 35216

PSA No.1
Original Title Page

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

INTERSTATE LONG DISTANCE SERVICES

FURNISHED BY

MOMENTUM BUSINESS SOLUTIONS, INC.

This Products and Services Agreement (PSA) includes the rates, charges, terms, and conditions of service for the provision of interstate telecommunications services by Momentum Business Solutions, Inc. between locations within the United States.

Issued: May 19, 2001

Effective: June 19, 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 PSA that are in effect on the date shown on each page.

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PSA 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 PSA. 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. 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.I.A.
 - 2.1.1.A.I.
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- D. Check Sheets** - When an update is made, an updated check sheet accompanies the PSA filing. The check sheet lists the sheets contained in the PSA, 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 user should refer to the latest check sheet to find out if a particular sheet is the most current

EXPLANATION OF SYMBOLS

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

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

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

This PSA sets forth the service offerings, rates, terms and conditions applicable to interstate toll communications services.

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SECTION 1 - DEFINITIONS

For the purpose of this PSA, 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

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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.

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 PSA 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.

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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.

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-

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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 PSA, 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 PSA, 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.

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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 PSA.

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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 interstate telecommunications services pursuant to the terms of this PSA. The Company's service is available twenty-four hours per day, seven days per week, except as set forth in other sections of this PSA.
- B. The provision of such services by the Company as set forth in this PSA 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 PSA 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 PSA 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 PSA to obtain access to services offered by other service providers. The Company is responsible under this PSA 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 PSA shall remain the property of the Company.
- H. The Company does not warrant that its facilities and services meet standards other

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than those set forth in this PSA.

2.1.2 Limitations

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

2.1.3 Liability

- A.** The Company's liability for its willful misconduct, if any, is not limited by this PSA. 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 PSA as a credit allowance for a service interruption. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 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 PSA, 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

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PSA, 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 PSA.
- 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.
- 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 PSA. The Company will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this PSA 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 PSA 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

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offered in this PSA 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 PSAs, 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 PSA, including but not limited to:
 - 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

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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 PSA. 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 PSA 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.

- 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 PSA 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.

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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 2.4.4 (Credit Allowance for Service Interruptions) is not applicable.

2.2 Obligations of the Customer

2.2.1 Connections

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

2.2.2 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 PSA 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.

2.2.3 Damages

The customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this PSA caused by negligence or willful act of the

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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.

2.2.4 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 PSA 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 PSA, provided; however, the foregoing indemnification shall not apply to 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 Billing regulations

2.3.1 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.

2.3.2 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

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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 month's recurring charges where billed in advanced, or two months' charges when billed in 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.** Cash Deposits will accrue interest at a rate that shall be equal to the current interest rate established by the Commission for consumer deposits. If the deposit is made within 30 days of receipt of deposit, no interest payment will be paid. If the Company retains the deposit more than 30 days, payment of interest shall be made retroactive to the date of the deposit.

Payment of the interest to the customer shall be made annually, or at the time the deposit is returned or credited to the customer's account. The deposit shall cease to draw interest on the date it is returned or credited to the customer's account. The deposit shall cease to draw interest after the discontinuance of service.

- C.** At the option of the Company, such a deposit may be refunded or credited to the customer's account at any time prior to the termination of the provision of service to the customer. Should a deposit be credited to the customer's account, no interest will accrue on the deposit from the date such deposit is credited.

2.3.3 Payment of Rates and Charges

For services provided under this PSA, 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,

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- 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 PSA 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 PSA 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

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. Company shall be entitled to recover any fees or costs associated with collection of any past due amounts, in addition to the interest provided for above.

B. Billing Disputes Resolved in Favor of the Company

In the event that a billing dispute is resolve 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 resolve in favor of the customer, no late

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payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

2.3.4 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 to component used to furnish service under this PSA. (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 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

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than 24 hours. Such credit will be at the rate of 1/30th 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 up to, and including, 2 hours 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 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.

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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.

2.3.5 Limitations on Allowances

No credit allowance will be made for:

- A.** interruptions due to the negligence of or noncompliance with the provisions of this PSA 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 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

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- G. that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.3.6 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.

2.4 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.

2.4.1 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;
- A. 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 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.

2.5 Customer Liability for Unauthorized Use of the Network

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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 PSA.

2.5.1 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 PSA, 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.

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2.6 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.

2.7 Notices and Communications

2.7.1 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.

2.7.2 The Company shall designate on the service order an address to which the Customer 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.

2.7.3 Except as otherwise stated in this PSA, all notices or other communications required to be given pursuant to this PSA 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.

2.7.4 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.

2.8 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.8. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

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Upon the Company's discontinuance of service to the Customer under Section 2.8(A) or 2.8.(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.

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

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Momentum Business Solutions, Inc.
2090 Columbiana Road, Suite 3000
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liability, reserves the right to terminate the Customer's 800 Service, with thirty (30) days written notice.

I. 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.

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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.

Per Request

PIC/LPIC Only Change Charge	\$ 5.00
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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:

Interstate Domestic 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:

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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 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:

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

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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 PSA:

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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, colled or to a

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4.6 Interstate Long Distance Services

Long Distance Services are available from the Company pursuant to terms, conditions, regulations and rates as provided for in Section 6. Service is available for use by Customers twenty-four (24) hours a day. Momentum Long Distance Service enables a User of an exchange 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.

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SECTION 5 - DIRECTORY ASSISTANCE SERVICES

5.1 Directory Assistance Services

5.1.1 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 interstate Directory Assistance service are provided below.

	Current
DA interstate – per call	\$0.85

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SECTION 6 - LONG DISTANCE SERVICES

6.1 General

Customers may subscribe to interstate 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.

6.2 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:

Term Plan

	<u>Per Minute</u>
Month-to-month, interstate	\$0.059

6.3 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.

Per Call

All Operator Assistance	\$2.25
-------------------------	--------

6.4 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:

Term Plan

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Month-to-month, interstate

Per Minute Rate
\$0.165

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6.5 Momentum Domestic Toll Free Service

Momentum Business Solutions Toll Free 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. In addition to a per minute rate listed below, there is a monthly fee of \$2.00 per toll free number.

Usage Charges:

Term Plan

	<u>Per Minute</u>
Month-to-month, interstate	\$0.059

6.6 Momentum Domestic Dedicated Outbound

Momentum's Dedicated Outbound service is priced on an individual case basis. The rates are determined based upon distance from Momentums POP (point of presence).

Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds.

6.7 Momentum Domestic Dedicated Inbound

Momentum's Dedicated Inbound service is priced on an individual case basis. The rates are determined based upon distance from Momentums POP (point of presence).

Calls are billed in six (6) second increments after an initial minimum call duration of thirty (30) seconds.

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Momentum Business Solutions, Inc.
2090 Columbiana Road, Suite 3000
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SECTION 7 - MISCELLANEOUS SERVICES

7.1 Carrier Presubscription

7.1.1 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.

7.1.2 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.

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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.

7.1.3 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 PSA.

7.1.4 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 PSA. If a Customer of record inquires

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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.

7.1.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 7.1.4 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 8 - PROMOTIONAL OFFERINGS

8.1 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 PSA 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.

8.2 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 PSA).

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Momentum Business Solutions, Inc.
2090 Columbiana Road, Suite 3000
Birmingham, Alabama 35216