

MNT-7-08-01

**EXHIBIT F**

**MOMENTUM TELECOM, INC.**

**Illustrative Tariff**  
(see attached)

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IDAHO PUBLIC  
UTILITIES COMMISSION

Momentum Telecom, Inc.  
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Idaho PUC Tariff No. 1  
Original Title Page

**RULES, PUBLIC UTILITIES, AND  
SCHEDULE OF RATES AND CHARGES  
APPLICABLE TO WHOLESALE**

**COMPETITIVE LOCAL EXCHANGE SERVICES**

**FURNISHED BY**

**MOMENTUM TELECOM, INC.**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for Local Exchange and/or Exchange Access telecommunications services within the State of Idaho by Momentum Telecom, Inc. This tariff is on file with the Idaho Public Utilities Commission. Copies may be inspected, during normal business hours, at the following locations:

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

Or

Idaho Public Utilities Commission  
472 West Washington Street  
Boise, Idaho 83702

            
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Effective:

Issued by: Peggy McKay, VP Operations  
Momentum Telecom, Inc.  
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Birmingham, Alabama 35242

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>
Title Page	Original *
1	Original *
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25	Original *
26	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 Idaho 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.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).1.
  - 2.1.1.A.1.(a).1.(i).
  - 2.1.1.A.1.(a).1.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Idaho 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 Idaho 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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### APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange and exchange access services within the State of Idaho.

            
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**SECTION 1 – RATES AND CHARGES**

**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. Wholesale Local Service**

**A. General Service Offering and Limitations**

Wholesale local service utilizes Session Internet Protocol-based (“SIP”-based) Voice Over Broadband to provide wholesale customers with local dial tone, telephony features and back office support.

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

- (a) Must provide high speed internet connection to end user customers
- (b) Must have upload/download speed of 90Kbps per second

**B. 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

**C. Minimum Term**

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

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**SECTION 2 – RULES AND PUBLIC UTILITIES**

**2.1 Definitions**

**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 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 Public Utilities.

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

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

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

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

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

**Direct Inward Dial (or “DID”):** A service attribute that routes incoming calls directly to stations,

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by-passing a central answering point.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Momentum:** Momentum 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.

**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 ("NPUC"):** 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 Customer's premises is connected through such facilities directly to switching equipment leased by the Company for resale purposes from Other Telephone Companies. (Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.)

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

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

**PBX:** Private Branch Exchange

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

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

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

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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.

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

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

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

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

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

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

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**2.2 Undertaking of the Company**

The Company's Wholesale Local Services are furnished for the provision of telecommunications services in any area in the State of Idaho.

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.

**2.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least three (3) years.
- B. Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. Service may be terminated upon written notice to the Customer if:
  - 1. the Customer is using the service in violation of this tariff, or
  - 2. the Customer is using the service in violation of the law.
- E. This tariff shall be interpreted and governed by the laws of the State of Idaho without regard for its choice of laws provision.
- F. Any Other Telephone Company may not interfere with the right of any person or

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entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.

- G. To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H. The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts. All service packages established by the Company will be approved by the Commission prior to the furnishing of service.
- I. In the event that an order by a federal or state regulatory agency results, directly or indirectly, in increases to Company's costs the Company may increase rates with 30 days written notice in an amount, not greater than that necessary to preserve the margins Company had prior to such increase in cost.

**2.4 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.

**2.5 Limitations on Liability**

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**A.** 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 rely 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 (including, without limitation, attorneys fees) 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.

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

1. an act or omission of an underlying carrier, service provider or other third party;
2. equipment, network or facility failure;
3. equipment, network or facility upgrade or modification;
4. force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions;
5. equipment, network or facility shortage;
6. equipment or facility relocation;

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7. service, equipment, network or facility failure caused by the loss of power;
  8. outage of, or blocking of ports or other impediment to usage of the service caused by any third party;
  9. any act or omission by its customer or any person using the service or device provided to our customers and/or their subscribers; or
  10. any other cause that is beyond our control, including, without limitation, a failure of or defect in any device, the failure of an incoming or outgoing communication, the inability of communications including, without limitation, 911 Dialing, to be connected or completed, or forwarded.
- C. 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 1/30<sup>th</sup> 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, (iii) third parties, (iv) foPUCe majeure events, (v) scheduled maintenance, (vi) emergency maintenance, (vii) Company's inability to access or utilize any property or equipment not owned or controlled by Customer or its subscribers, (viii) local area network (LAN) or internet service provider (ISP), (ix) failure of any components outside Company's network, (x) interconnections to or from the connectivity with other ISP's networks, (xi) traffic exchange points which are controlled by third parties, (xii) any other cause other than a service interruption caused by failure of network facilities or equipment owned and controlled by Company ("Excluded Causes"). The duration of a service interruption may not be aggregated with any other outage. Service

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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.

- D.** IN NO EVENT WILL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES IN CONNECTION WITH THE SERVICE BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, COMPENSATORY, OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
- E.** 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

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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.

**2.6 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.

**2.6.1 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.
- 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

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the Company.

- E. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
1. the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
  2. the reception of signals by Customer-provided equipment; or
  3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

**2.6.2 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.

**2.6.3 Special Construction**

Subject to the agreement of the Company and to all of the Public Utilities 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;

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- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

**2.6.4 Ownership of Facilities**

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

**2.7 Prohibited Uses**

- 2.7.1 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.
- 2.7.2 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 Idaho Public Utilities Commission's Public Utilities, policies, orders, and decisions.
- 2.7.3 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.
- 2.7.4 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.

**2.8 Obligations of the Customer**

**2.8.1 General**

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

Competitive Local Exchange Service

The Customer shall be responsible for:

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

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