

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE
APPLICATION OF STRATUS
NETWORKS, INC. FOR A
CERTIFICATE TO PROVIDE
COMPETING LOCAL
TELECOMMUNICATION SERVICES**

Docket No. 24-00026

**APPLICATION OF STRATUS NETWORKS, INC. TO PROVIDE COMPETING
LOCAL TELECOMMUNICATIONS SERVICES**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 (“Act”), Stratus Networks, Inc. (“Stratus” or the “Applicant”) respectfully requests that the Tennessee Regulatory Authority grant to Stratus authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Stratus is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201.

In support of its Application, Stratus submits the following:

1. The contact information for the Applicant is:

Stratus Networks, Inc.
4700 N. Prospect Rd.
Peoria, IL 61625
Office: (309) 222-2123
Toll-free: (800) 990-9093
Phone: regulatory@stratusnet.com

Correspondence or communications regarding this application should be addressed to:

Tyler Evans
VP, Operations

4700 N. Prospect Rd.
Peoria, IL 61625
Phone: (309)-417-3291
Email: tevans@stratusnet.com

With a copy to:

Michael P. Donahue
Marashlian & Donahue PLLC
1430 Spring Hill Rd. Suite 310
McLean, VA 22102
Phone: (703) 714-1300
Email: mpd@commlawgroup.com

2. Organizational Chart of Corporate Structure: Include any pertinent acquisition or merger information.

See Exhibit A.

3. Corporate information:

Stratus Networks, Inc. (f/k/a Access2Go) was incorporated in the state of Illinois on 2002. A copy of Stratus' Articles of Incorporation and amendments are provided in Exhibit B. A copy of Stratus' Authority to transact business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal corporate officers are in Exhibit D. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in Exhibit E.

4. Stratus has sufficient managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications

In support of its financial qualifications, Stratus Networks Inc. submits its current financial statements as Confidential Exhibit F. Stratus Networks has sufficient financial resources to provision telecommunications service in Tennessee.

Stratus provides its surety bond as Exhibit G.

B. Managerial Ability

As shown in Exhibit E to this Application, Stratus has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, Stratus' management team has extensive management and business experience in telecommunications.

C. Technical Qualifications

Stratus' services will satisfy the minimum standards established by the TRA. The company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC'S regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems. As noted in the biographies Exhibit E of the principal officers, the leadership of Stratus has substantial experience managing telecommunications companies, maintaining compliance with regulations, and hiring appropriate technical staff. Thus, Stratus is technically qualified to provide local exchange service in Tennessee.

5. Proposed Service Area

Stratus is currently authorized to provide telecommunications service in the states outlined in Exhibit H. Additionally, as of the time of submission, Stratus has pending applications in those states identified in Exhibit H. Stratus intends to offer service statewide in Tennessee, to the extent open to competition.

6. Types of Local Exchange Service to be provided:

Stratus intends to offer "Basic local exchange telephone services" as defined in Tenn. Code Ann. § 65-5-108 and/or Section 3(54) of the Federal Communications Act of 1934, as amended

(“Act”), 47 U.S.C. § 153(54) (“Telephone Exchange Service”). The determination of whether a call is provided pursuant to this definition is based on the end points of such call, using the locations of the originating and terminating telephone numbers, as required by the Federal Communications Commission (“FCC”).

Stratus intends to offer “Exchange Access Services” as referenced in Section 3(20) of the Act, 47 U.S.C. § 153(20). The FCC’s call end points policy will be used to determine whether a call is provided pursuant to this definition.

7. Repair and Maintenance:

Stratus understands the importance of effective customer service for local service customers. Stratus offers a toll free service number, (800) 990-9093. Customers may also contact the company in writing at their headquarters address, as well as via email at billing@stratusnet.com. The Tennessee contact person knowledgeable about provider’s operations is: Tyler Evans, 309-417-3291.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Stratus to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

8. Small and Minority-Owned Telecommunications Business Participation Plan (65-5-112):

Stratus’ Small and Minority-Owned Telecommunications Business Participation Plan is provided in Exhibit I.

9. Toll Dialing Parity Plan

Stratus' Toll Dialing Parity Plan is provided in Exhibit J.

10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically.

The Applicant has served notice of this application to the 18 exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically. The notice and a list of the companies they are provided to are set forth in Exhibit K.

11. Numbering Issues:

The Applicant sets forth its statement regarding Numbering Issues in Exhibit L.

12. Tennessee Specific Operational Issues:

The Applicant sets forth its Tennessee specific Operational Issues in Exhibit M.

13. Miscellaneous:

- A. Sworn Pre-filed testimony: Exhibit N
- B. Applicant does not require customer deposits.
- C. As of now, Stratus Networks, Inc. has not been subject to complaints in any of the states in which we are doing business.
- D. A copy of Stratus' tariff is enclosed as Exhibit O.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONCLUSION

Stratus Networks, Inc. respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, Stratus' provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 25th day of April, 2024



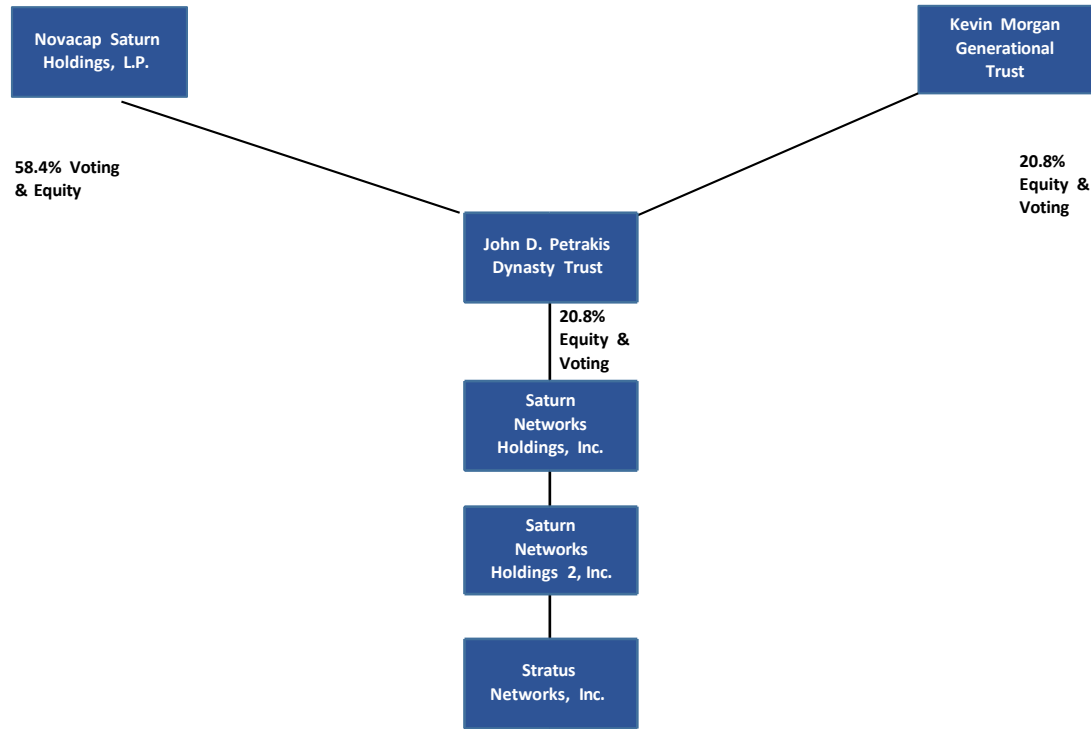
Michael P. Donahue
Marashlian & Donahue PLLC
1430 Spring Hill Rd. Suite 310
McLean, VA 22102
Phone: (703) 714-1300
Email: mpd@commlawgroup.com

Counsel to Stratus Networks, Inc.

EXHIBIT A

Corporate Organization

Stratus Networks, Inc. Organizational Chart



All interest are 100% unless
otherwise specified.

MERGER & ACQUISITION INFORMATION

Stratus Networks is wholly owned and controlled by Novacap TMT V Co-Investment (Saturn), L.P., Novacap TMT V., L.P., and Novacap International TMT V, L.P. (collectively, the “Novacap Vehicles”) are controlled by Novacap Management Inc., which serves as the general partner of each of the Novacap Vehicles.

On December 15, 2021, Stratus completed a transaction whereby certain principals of Novacap Management Inc. (“Novacap”) acquired control of Applicant. Novacap is a leading North American-based private equity group founded in 1981 and has extensive experience purchasing, owning and operating diverse businesses, including its current ownership interest in, and control of Horizon Telecom, Inc. and its wholly-owned subsidiaries, Horizon Technology, Inc. and The Chillicothe Telephone Company.

EXHIBIT B

Articles of Incorporation

02-23769

6225-066-

Form **BCA-2.10****ARTICLES OF INCORPORATION**

(Rev. Jan. 1999)

This space for use by Secretary of State

SUBMIT IN DUPLICATE!

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
<http://www.sos.state.il.us>

FILED

JUN 06 2002

JESSE WHITE
 SECRETARY OF STATE

 This space for use by
 Secretary of State

Date 6-6-02

 Franchise Tax \$
 Filing Fee \$ 25.00
 75.00
 100.00

Approved: KK

1. CORPORATE NAME: Access2Go, Inc.

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent:	<u>John</u>	<u>S.</u>	<u>Elias</u>
	<i>First Name</i>	<i>Middle Initial</i>	<i>Last name</i>
Initial Registered Office:	<u>416 Main Street</u>		<u>Suite 1400</u>
	<i>Number</i>	<i>Street</i>	<i>Suite #</i>
	<u>Peoria</u>	<u>IL</u>	<u>61602</u>
	<i>City</i>	<i>County</i>	<i>Zip Code</i>

3. Purpose or purposes for which the corporation is organized:
 (If not sufficient space to cover this point, add one or more sheets of this size.)

To do any and all acts and things for which corporations may be incorporated under
 the Business Corporation Act of 1983.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
COMMON	\$ NO PAR	100,000	1,000	\$1,000

TOTAL = \$ 1,000

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of
 each class are:

(If not sufficient space to cover this point, add one or more sheets of this size.)

(over)

 FILED
 PEORIA COUNTY
 STATE OF ILLINOIS
 JUN 02 16 18
 RECORDED OF DEEDS

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:
 Name Residential Address City, State, ZIP

6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL:** **OTHER PROVISIONS SEE ATTACHMENT #1**
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated Jan 3, 2002
 (Month & Day) Year

1. John S. Elias
 Signature
 John S. Elias
 (Type or Print Name)
 2. _____
 Signature
 (Type or Print Name)
 3. _____
 Signature
 (Type or Print Name)

Address
 1. 416 Main Street, Suite 1400
 Street
Peoria, IL 61602
 City/Town State Zip Code
 2. _____
 Street
 City/Town State Zip Code
 3. _____
 Street
 City/Town State Zip Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
 - The filing fee is \$75.
 - The **minimum total due** (franchise tax + filing fee) is \$100.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
 - The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
- Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

ATTACHMENT #1

ACCESS2GO, INC.

ARTICLES OF INCORPORATION

ARTICLE 7

PARAGRAPH ONE: No holder of any class or series of stock of the Corporation shall have cumulated voting rights with respect to any matter voted upon by the holders of such stock.

PARAGRAPH TWO: Each of the following matters when submitted to shareholders vote pursuant to the requirements of the Business Corporation Act of 1983, as amended from time to time, or any successor statute, shall require for its adoption, approval or authorization, as the case may be, the affirmative vote of the holders of at least a majority of the total outstanding shares entitled to vote on the matter and, if applicable, the affirmative vote of the holders of at least a majority of the outstanding shares of each class or series of shares entitled to vote as a class on the matter:

- (i) a proposed amendment to these Articles of Incorporation;
- (ii) a plan of merger, consolidation or exchange;
- (iii) a sale, lease, exchange, or other disposition of all, or substantially all, the property and assets, with or without the good will, of the corporation, if not made in the usual and regular course of business, and the determination of, or authorization of the board of directors to determine, any and all of the terms and conditions thereof and the consideration to be received by the corporation therefor; and
- (iv) a resolution to voluntarily dissolve the corporation.

When recorded, return to: John S. Elias
Elias, Meghinnes, Riffle, & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602

Form **BCA-10.30**

(Rev. Jan. 1999)

ARTICLES OF AMENDMENTFile # 6225-066-6

Jesse White
Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832

FILED

MAR 31 2003

JESSE WHITE
SECRETARY OF STATE

SUBMIT IN DUPLICATE

This space for use by
Secretary of State

Date 3-31-03
Franchise Tax \$
Filing Fee* \$25.00
Penalty \$
Approved: KK

Remit payment in check or money
order, payable to "Secretary of State."
The filing fee for restated articles of
amendment - \$100.00
<http://www.sos.state.il.us>

1. CORPORATE NAME: Access2Go, Inc.

(Note 1)

2. MANNER OF ADOPTION OF AMENDMENT:

The following amendment of the Articles of Incorporation was adopted on
2003 in the manner indicated below. ("X" one box only)
(Year)

February 28
(Month & Day)

- ☐ By a majority of the incorporators, provided no directors were named in the articles of incorporation and no directors have been elected; (Note 2)
- ☐ By a majority of the board of directors, in accordance with Section 10.10, the corporation having issued no shares as of the time of adoption of this amendment; (Note 2)
- ☐ By a majority of the board of directors, in accordance with Section 10.15, shares having been issued but shareholder action not being required for the adoption of the amendment; (Note 3)
- ☐ By the shareholders, in accordance with Section 10.20, a resolution of the board of directors having been duly adopted and submitted to the shareholders. At a meeting of shareholders, not less than the minimum number of votes required by statute and by the articles of incorporation were voted in favor of the amendment; (Note 4)
- ☐ By the shareholders, in accordance with Section 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by shareholders having not less than the minimum number of votes required by statute and by the articles of incorporation. Shareholders who have not consented in writing have been given notice in accordance with Section 7.10; (Notes 4 & 5)
- ☒ By the shareholders, in accordance with Section 10.20 and 7.10, a resolution of the board of directors having been duly adopted and submitted to the shareholders. A consent in writing has been signed by all the shareholders entitled to vote on this amendment. (Note 5)

3. TEXT OF AMENDMENT:

- a. When amendment effects a name change, insert the new corporate name below. Use Page 2 for all other amendments.

Article 1: The name of the corporation is:

(NEW NAME)

FILED
PEORIA COUNTY
STATE OF ILLINOIS

44
03 APR -7 15

Shirley E. Norton

RECORDER OF DEEDS

All changes other than name, include on page 2
(over)

Text of Amendment

- b. *(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety. If there is not sufficient space to do so, add one or more sheets of this size.)*

See Attachment #1

4. The manner, if not set forth in article 3b, in which any exchange, reclassification or cancellation of issued shares, or a reduction of the number of authorized shares of any class below the number of issued shares of that class, provided for or effected by this amendment, is as follows: *(If not applicable, insert "No change")*
 As of the effective date of this Articles of Amendment, all of the 1,000 previously issued and outstanding Common are exchanged for 70,004 shares of Series A Common and 29,996 Series B Common.

5. (a) The manner, if not set forth in Article 3b, in which said amendment effects a change in the amount of paid-in capital (Paid-in capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) is as follows: *(If not applicable, insert "No change")*
 No change.

(b) The amount of paid-in capital (Paid-in Capital replaces the terms Stated Capital and Paid-in Surplus and is equal to the total of these accounts) as changed by this amended is as follows: *(If not applicable, insert "No change")*
 No change.

	Before Amendment	After Amendment
Paid-in Capital	\$ _____	\$ _____

(Complete either Item 6 or 7 below. All signatures must be in **BLACK INK.**)

6. The undersigned corporation has caused this statement to be signed by its duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true.

Dated March 27, 2003
 (Month & Day) (Year)
 attested by Colleen Shefts
 (Signature of Secretary or Assistant Secretary)
Colleen K. Shefts, Secretary
 (Type or Print Name and Title)

Access2Go, Inc.
 (Exact Name of Corporation at date of execution)
 by [Signature]
 (Signature of President or Vice President)
Jamison J. Shefts, President
 (Type or Print Name and Title)

7. If amendment is authorized pursuant to Section 10.10 by the incorporators, the incorporators must sign below, and type or print name and title.

OR

If amendment is authorized by the directors pursuant to Section 10.10 and there are no officers, then a majority of the directors or such directors as may be designated by the board, must sign below, and type or print name and title.

The undersigned affirms, under the penalties of perjury, that the facts stated herein are true.

Dated _____, _____
 (Month & Day) (Year)

ATTACHMENT #1

ACCESS2GO, INC.

ARTICLES OF AMENDMENT

RESOLVED, Article 4 of the Articles of Incorporation is completely eliminated and the following is substituted in lieu thereof:

ARTICLE 4

PARAGRAPH 1. The Authorized Shares are as follows:

<u>Class</u>	<u>Series</u>	<u>Par Value Per Share</u>	<u>Number of Shares Authorized</u>
Common	A	N.A.	100,000
Common	B	N.A.	<u>100,000</u>
TOTAL			200,000

PARAGRAPH 2. The preference, qualifications, limitations, restrictions and the special or relative rights in respect of the shares of each series of Common are:

(a) Voting

(i) Series A Common. The owners of record of the issued and outstanding shares of Series A Common shall be entitled to one (1) vote per share of Series A Common owned.

(ii) Series B Common. The owners of record of the issued and outstanding shares of Series B Common shall not be entitled to any notice of shareholders' meetings, and shall not be entitled to vote on the election of directors or upon any matter whatsoever affecting the management or affairs of the Corporation.

(b) All Other Matters. The Series A Common shares and Series B Common shares are "Common Shares" as defined in the Business Corporation Act of 1983, and except as specifically provided in subparagraph (a) above (regarding voting rights), the Series A Common shares and Series B Common shares are identical in all respects

When recorded, return to: John S. Elias, Esq.
Elias, Meghinnes, Riffle & Seghetti, P.C.
416 Main Street, Suite 1400
Peoria, IL 61602



P6970 12392-713
WIC/D

OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

01/24/07
6225-066-6

ACCESS2GO, INC.

HEYL, ROYSTER, VOELKER & ALLEN
124 S W ADAMS ST STE 600
PEORIA, IL 61602

Dear Sir or Madam:

A change of Registered Agent/Office Address for the corporation has been filed with our office.

The Illinois Business and Not For Profit Corporation Acts require that you record the enclosed form in the County Recorder of Deeds Office in which the current agent is located.

If you have a question regarding county issues, please call the County Recorder of Deeds Office in Peoria County at 309-672-6090.

Sincerely,

Dept of Business Services, Registered Agent Sec
501 S 2nd St, Rm 328 Howlett Bldg
Springfield, IL 62756
217-782-7808

7. **If authorized by the board of directors, sign here. See Note 5 below.**

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true and correct.

Dated 11/11/07 Month & Day, 07 Year, Access2Go, Inc.
Exact Name of Corporation
[Signature]
Any Authorized Officer's Signature
JOHN PETRAKIS VP
Name and Title (type or print)

If change of registered office by registered agent, sign here. See Note 6 below.

The undersigned, under penalties of perjury, affirms that the facts stated herein are true and correct.

Dated _____, _____, _____
Month & Day Year Signature of Registered Agent of Record

Name (type or print)
If Registered Agent is a corporation,
Name and Title of officer who is signing on its behalf.

NOTES

1. The registered office may, but need not be, the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address (P.O. Box alone is unacceptable).
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, the corporation must file with the Recorder of Deeds of the new county a certified copy of the Articles of Incorporation and a certified copy of the Statement of Change of Registered Office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he/she is a registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

EXHIBIT C

Tennessee Registration

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 10/23/06
REQUEST NUMBER: 5879-1488
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 10/23/06 1112
EFFECTIVE DATE/TIME: 10/23/06 1112
CONTROL NUMBER: 0532523

TO:
C T CORPORATION SYSTEM
120S CENTRAL AVE
CLAYTON, MO 63105

RE:
ACCESS2GO, INC.
APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF
AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE
ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE
CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN
NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE
REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE
ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS
OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED
AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION
OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR
FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY -
FOR PROFIT

ON DATE: 10/23/06

FROM:
C T CORPORATION SYSTEM (CLAYTON, MO)
120 S. CENTRAL AVENUE
CLAYTON, MO 63105-0000

RECEIVED: FEES \$600.00 \$0.00
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00004042671
ACCOUNT NUMBER: 00282908



Riley C. Darnell

RILEY C. DARNELL
SECRETARY OF STATE

EXHIBIT D

Principal Officers and Addresses

EXHIBIT D
NAMES AND ADDRESSES OF PRINCIPAL CORPORATE OFFICERS

Officers

Name: Darren Feder
Title: CEO
Address: 4700 N. Prospect Rd. Peoria, IL 61625
Phone Number: (309) 222-2123
Office Email Address: regulatory@stratusnet.com

Name: Ben Russell
Title: CTO
Address: 4700 N. Prospect Rd. Peoria, IL 61625
Phone Number: (309) 222-2123
Office Email Address: regulatory@stratusnet.com

Name: Bruce Skelie
Title: CFO
Address: 4700 N. Prospect Rd. Peoria, IL 61625
Phone Number: (309) 222-2123
Office Email Address: regulatory@stratusnet.com

EXHIBIT E

Biographies of Key Personnel

EXHIBIT E
BIOGRAPHIES OF PRINCIPAL OFFICERS

Darren Feder - CEO

Mr. Feder has a Bachelor of Arts degree from Rutgers University.

Darren is currently the CEO of Stratus Networks since April 2023. Mr. Feder has 25 years in telecom and technology with significant background growing and leading organizations that design, sell, construct, operate and support digital infrastructure networks.

Darren has held senior executive positions with companies like Level 3, MCI and Metropolitan Fiber Systems (MFS), responsible for business units with >\$500 million in revenue and leading large organizations with regional, national and global responsibility.

For the 10 years prior to joining Stratus, Darren was an entrepreneur, the President of Skywire Networks, an internet and voice carrier in the New York City market. Darren was a founder member of Skywire. Skywire served over 26,000 business and residential customers, lighting over 2,000 buildings in 50 neighborhoods.

Ben Russell - CTO

Ben holds a degree in Telecommunications Management from Illinois State University. Mr. Russell has over 20 years in telecommunications and the computer networking industry.

Ben is the CTO at Stratus networks. He is responsible for all technology related to the organization (maintains backbone network, hires and coaches engineers for new product development and network improvements/augmentations). His experience spans municipal networks to Fortune 50 enterprises and crosses several sectors including Finance, Insurance, Education and Service Providers.

Mr. Russell is an active CCIE in Route/Switching with additional professional certifications including CCDP, VCNE, MEF SD-WAN and MEF-CECP

Ben has written exam questions and lab scenarios as a Subject Matter Expert for Cisco's CCNA/CCNP and CCIE programs for over ten years.

Bruce Skelie - CFO

Bruce started as the Chief Financial Officer at Stratus Networks in January 2024.

Bruce resides in the Albany, New York area and attended Le Moyne College in Syracuse, New York majoring in accounting.

Bruce spent the last 12 years working at FirstLight Fiber, Inc. as the Chief Accounting Officer and Treasurer along with other various finance roles. He was a member of the Senior Team helping FirstLight grow both organically and through M&A. Prior to that,

he spent a few years as the Controller of a manufacturing Company in Upstate New York and started my career in Public Accounting working as an auditor.

EXHIBIT F
CONFIDENTIAL
Financial Information

EXHIBIT F

CONFIDENTIAL FINANCIAL INFORMATION

The information furnished in Confidential Exhibit F is provided to the Commission under separate cover.

EXHIBIT G

Surety Bond



THE SILVER LINING •

12334

Direct Billed

BOND EXECUTION REPORT

Date: 03/26/2024

Bond Number: 2571379

FORTNER INSURANCE
3304 NORTH PROSPECT
PEORIA, IL 61603

PRINCIPAL INFORMATION:

Stratus Networks, Inc & Stratus Construction Services
4700 N Prospect Rd
Peoria Heights, IL 61616-6451

Billing Address - if blank, see Principal above:

c/o:

Obligee Information:

Tennessee Public Utility Commission

502 Deaderick St 4th Floor
Nashville, TN 37243

WB Index: 2571379

Bond Eff Date: 03/26/2024

Bond Exp Date: 03/26/2025

Bond Type: Telecommunications Service Provider

Work Description:

Current Bond Limit: \$ 20,000.00

Previous Bond Limit: \$ 20,000.00

Bond Premium: \$ 220.00

Premium Change: \$ 220.00

THIS IS NOT AN INVOICE

MICHIGAN ONLY: This policy is exempt from filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

TENNESSEE PUBLIC UTILITY COMMISSION

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond # 2571379

WHEREAS, Stratus Networks, Inc & Stratus Construction Services (the "Principal"), has applied to the Tennessee Public Utility Commission for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Public Utility Commission (the "Commission"); and

WHEREAS, West Bend Mutual Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TN PUC, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 26th day of March, 2024 and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TN PUC and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

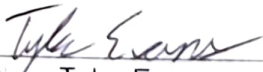
PRINCIPAL

Stratus Networks, Inc & Stratus Construction Services

Name of Company authorized by the TPUC

Company ID # as assigned by TPUC

SIGNATURE OF PRINCIPAL



Name: Tyler Evans

Title: VP, Operations

SURETY

West Bend Mutual Insurance Company

Name of Surety

1900 S 18th Ave, West Bend, WI 53095-8796

Address of Surety

SIGNATURE OF SURETY AGENT

Name:

Title:

Address of Surety Agent:

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ILLINOIS

COUNTY OF Tazewell

Before me, a Notary Public of the State and County aforesaid, personally appeared Tyler C. Evans with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 23 day of April, 2024.

My Commission Expires:

8/9, 2027

Sandra K Morrow
Notary Public

ACKNOWLEDGMENT OF SURETY



STATE OF TENNESSEE

COUNTY OF _____

Before me, a Notary Public of the State and County aforesaid, personally appeared _____ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of _____, the within named Surety, a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this _____ day of _____, 20____.

My Commission Expires:

_____, 20____.

Notary Public

APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Public Utility Commission. State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

Bond No. 2571379

POWER OF ATTORNEY

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David H RUNKEL Jr.

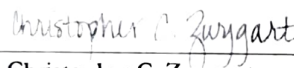
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Twenty Thousand Dollars and Zero Cents 20,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

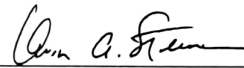
In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest



Christopher C. Zwygart
Secretary



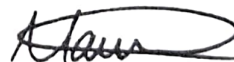


Kevin A. Steiner
Chief Executive Officer/President

State of Wisconsin
County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.





Matthew E. Carlton
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this _____ day of _____,





Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.



General Bond Application

Please attach copy of obligee-supplied bond form, if applicable.

Bond Information			
Type of Bond: Telecommunications Service Provider		Bond Amount: \$ 20,000.00	
Effective Date: 03/26/2024	Expiration Date: 03/26/2025		
Name of Obligor (entity requiring bond): Tennessee Public Utility Commission			
Address: 502 Deaderick St 4th Floor	City: Nashville	State: TN	Zip: 37243

Business Information			
Legal Name of Business: Stratus Networks, Inc & Stratus Construction Services			Phone #:
Address: 4700 N Prospect Rd, Peoria Heights, IL 61616-6451	City: Peoria Heights	State: IL	Zip: 61616-6451
Type of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> C-Corp. <input type="checkbox"/> S-Corp. <input type="checkbox"/> LLC <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other:			
Description of Business: Telecommunications Service Provider			
Length of Time of Ownership: 3		Total Experience: 10	

Applicant Information				
Please provide complete information on <u>all</u> owners. Attach additional sheets if necessary.				
(1) Owner/Individual Name: Kevin Morgan		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address: 4700 N Prospect Rd Spc 8	City: Peoria	State: IL	Zip: 61616-6468	Phone #:
(2) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:
(3) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:
(4) Owner/Individual Name:		SSN:		Married <input type="checkbox"/> Single <input type="checkbox"/>
Address:	City:	State:	Zip:	Phone #:

Underwriting Information			
Has the applicant ever declared personal or business-related bankruptcy?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	If yes, please attach explanation(s).
In the past 10 years, have there been any collections, judgements, lawsuits or liens filed/pending/outstanding against the applicant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Is this bond currently written with another Surety?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

THE APPLICANT(S) AND INDEMNITOR(S) HAS/HAVE AUTHORIZED WEST BEND MUTUAL INSURANCE COMPANY TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS AND/OR BY SUBMITTING THIS APPLICATION, THE AGENT HEREBY CERTIFIES THAT THEY HAVE OBTAINED AUTHORIZATION FROM THE APPLICANT(S) AND INDEMNITOR(S) TO OBTAIN PERSONAL AND/OR BUSINESS CREDIT REPORTS.

Reminder: Please Sign Page #3

INDEMNIFICATION AGREEMENT - READ CAREFULLY AND SIGN

THE UNDERSIGNED, as applicant and/or as Indemnitor (and each of them individually and collectively), hereby agrees that the foregoing statements are true and are made to induce West Bend Mutual Insurance Company (hereinafter called the Surety) to execute any and all bonds applied for hereafter by the undersigned, including the renewals of said bonds, and should the Surety execute said bonds, the undersigned hereby agrees:

TO PAY or cause to be paid to the Surety a premium charge, including but not limited to initial, renewal and amended premiums, computed in accordance with the Surety's manual rates and regulations annually in advance until written evidence satisfactory to the Surety of its discharge from all liability by reason of having executed or procured any and all bonds shall be furnished to the Surety at its Home Office at West Bend Mutual Insurance Company, 1900 South 18th Avenue, West Bend, Wisconsin, 53095.;

The Surety shall have the right, at its opinion and in its discretion, to issue, cancel or decline execution of any Bond or renewal thereof, including a final Bond where it has furnished a bid Bond;

TO INDEMNIFY and save the Surety harmless from any and all liabilities, loss, costs, charges, suits, damages, fees, including attorney fees, and expenses of whatever kind or nature, which It shall or may, for any cause, at any time sustain or incur, or be put to, by reason or in consequence of its having executed any of said bonds or in investigating, resolving or defending any claim or in enforcing this agreement. The undersigned further agrees to waive, and does hereby waive, any right to claim any property, including homestead, as exempt, under the constitution or laws of the United States of America or of any state, states or territory, from levy, execution, sale or other legal process;

IF CLAIM IS MADE AGAINST THE SURETY on any bonds herein applied for, the Surety shall have the right to employ its representative to investigate the claim, and to charge all expenses of such investigation, including attorney fees, to the undersigned. The undersigned agrees, upon demand, to place the Surety in funds to meet the claim, including fees, expenses and attorney fees, before the Surety shall be required to make payment;

THE UNDERSIGNED FURTHER AGREES, if any suit is brought on any bonds herein applied for, to permit the Surety to employ its own counsel to defend such suit, and to repay the Surety fees, including attorney fees and all other costs and expenses to which the Surety may be put in defense of such suit;

As to any legal action related to this Agreement, Principal and Indemnitors consent to the jurisdiction of any court of competent jurisdiction, including the jurisdiction of any state or federal court where the Surety, Principal, or one or more of any of the Indemnitors is domiciled or doing business, at the discretion of the Surety. Principal and Indemnitors waive any right to trial by a jury for any tort or contract claims related to this Agreement and waive any claim or defense in any such action based on alleged lack of personal jurisdiction, improper venue, forum non conveniens or any similar basis.;

THAT an itemized statement of any payments made in good faith by the Surety as a result of any liability or expense incurred as a result of any and all bonds issued by the Surety, or the vouchers or other evidence of disbursement by the Surety, shall be sufficient and conclusive evidence of the undersigned's liability hereunder;

THAT EACH CORPORATE UNDERSIGNED, if any, agrees and understands that it is financially interested in the execution of said bond and in any litigation in which said bond is given, and that it is fully empowered to obligate itself hereby;

THAT AUTHORITY is hereby granted to any bank, financial institution, individual, firm or corporation to disclose and furnish to the Surety any information which they have obtained or may at any time obtain through their own business transactions concerning the Undersigned's affairs, financial standing, credit or manner of meeting obligations and the Undersigned hereby expressly releases the Surety and each and all of the said banks, financial institutions, individuals, firms or corporations from any and all claims, demands, damages or causes of action arising by reason of the furnishing or disclosing of such information whether the same be true or not;

THAT THESE AGREEMENTS shall bind the undersigned and the heirs, personal representatives, successors and assigns thereof jointly and severally and shall inure to the benefit of any co-surety, reinsured or re-insurer of the Surety on any bonds written for the Undersigned.

Termination: This agreement is a continuing obligation of the Undersigned unless terminated as provided in this paragraph. An Undersigned desiring to terminate liability as to future Bonds of Principal must:

1. Give written notice to Surety at its office at 1900 South 18th Avenue, West Bend, WI 53095, by certified or registered mail of such termination.
2. State in such notice the effective date (not less than thirty days after the receipt of notice by Surety) of termination of such Undersigned's liability for future Bonds.

Please review the statutory fraud notice applicable to your state.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV: Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

Applicable in CO: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

Applicable in KS: Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

Applicable in ME, TN, VA and WA: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.
Applicable in NJ: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.
Applicable in OR: Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.
All Other States: Any person who knowingly conceals or provides materially false, incomplete, or misleading information on an application or concerning a claim to an insurance company for the purpose and intent of defrauding the company, may be guilty of insurance fraud in violation of state law. Penalties may include imprisonment, fines, or denial of insurance benefits.

Executed this 23 day of April, 2024.

If applicable, an authorized representative (owner, president, managing member) must sign on behalf of the business and a witness must attest.

Indemnitor (Business):

Company Name: Stratus Networks, Inc. & Stratus Construction Services, Inc.

Witness: Varonda Morris

Authorized Signature: Tyler Evans

Printed Name: Varonda Morris

Printed Name: Tyler Evans

All owners and their spouses must sign as individual indemnitors. A witness must attest to the signature of each indemnitor.

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Individual):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

Indemnitor (Spouse):

Signature: _____

Witness: _____

Printed Name: _____

Printed Name: _____

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA218 and MCL 500.2236.

EXHIBIT H

Other States

EXHIBIT H

Other States and Pending Authorizations

State	Description of Services	CLEC Pending at Time of Filing
AL	IXC	Yes
AR	IXC	Yes
AZ	IXC	
CO	IXC	
CT	IXC, VoIP	
FL	IXC, CLEC	
GA	Reseller	Yes
IA	IXC and CLEC Tariff Book	
ID	IXC	
IL	Access, IXC and CLEC	
IN	IXC, CLEC	
KS	IXC	Yes
KY	IXC	
LA	IXC	Yes
MA	IXC	
MD	IXC	
MI	IXC and VoIP	Yes
MN	IXC	Yes
MO	IXC/Telecom Service Provider	
ND	IXC and VoIP	
NE	IXC	Yes
NJ	IXC	
NM		Yes
NV	CPC	
NC		Yes
NY	IXC	
OH	CTX-IXC	Yes
OK		Yes
PA	IXC	
PR	VoIP	
SC	N/A	Yes
TN	IXC	
TX	IXC	Yes
WA	CLEC	
WI	Reseller – IXC	
WV	IXC	Yes
WY	Reseller/IXC and VoIP	

EXHIBIT I

Small and Minority-Owned Telecommunications Business Participation Plan

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**IN THE MATTER OF THE
APPLICATION OF STRATUS
NETWORKS, INC. FOR A
CERTIFICATE TO PROVIDE
COMPETING LOCAL
TELECOMMUNICATION SERVICES**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS
PARTICIPATION PLAN OF STRATUS NETWORKS, INC.**

Pursuant to T.C.A. §65-5-112, as amended, Stratus Networks, Inc. (“Stratus”) submits this small and minority-owned Telecommunications business participation plan (the Plan) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of §65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Stratus is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Stratus will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Stratus will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Stratus of such opportunities. Stratus representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance

program, to obtain a list of qualified vendors. Moreover, Stratus will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

II. DEFINITIONS

As defined in §65-5-112.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

Small Business. Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. ADMINISTRATION

Stratus' Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Stratus' full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Leslie Kibler
4700 N. Prospect Rd.
Peoria, IL 61625
Phone: (309)-222-2106
Email: lkibler@stratusnet.com

The Administrator's responsibilities will include:

1. Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority.
2. Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
3. Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
4. Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-112.
5. Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
6. Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
7. Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
8. Providing information and educational activities to persons within CLEC A and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

Stratus will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Stratus will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Stratus will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Stratus will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

STRATUS NETWORKS, INC.

By: 
Leslie Kibler
Human Resources

EXHIBIT J

Toll Dialing Parity Plan

EXHIBIT J

INTRALATA TOLL DIALING PARITY PLAN

Stratus Networks, Inc. will not be providing voice services.

EXHIBIT K

Notice to Exchange Companies

Incumbent Local Exchange Carriers (ILEC s)

ID	Company Name					
21	Ardmore Telephone Company	100 WK&T Technology Drive	Mayfield	KY	42066-9084	
1	BellSouth Telecommunications, LLC	333 Commerce Street	Suite 2106	Nashville	TN	37201-3300
14	CenturyTel of Adamsville	100 CenturyLink Drive	Attention Lisa Grantham	Monroe	LA	71203-0000
15	CenturyTel of Claiborne	100 CenturyLink Drive	Attention Lisa Grantham	Monroe	LA	71203-0000
17	CenturyTel of Ooltewah-Collegedale	100 CenturyLink Drive	Attention Lisa Grantham	Monroe	LA	71203-0000
13	Concord Telephone Exchange, Inc.	10200 Upper Ridge Way	Knoxville	TN	37932-0000	
16	Crockett Telephone Company	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000
74668	Frontier Communications of Tennessee	300 Bland Street	Bluefield	WV	24701-0000	
22	Humphreys County Telephone Company	10200 Upper Ridge Way	Knoxville	TN	37932-0000	
23	Loretto Telephone Company	P. O. Box 130	Loretto	TN	38469-0000	
24	Millington Telephone Company, LLC	PO Box 17040	Jonesboro	AR	72403-0000	
18	Peoples Telephone Company	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000
12	Tellico Telephone Company	10200 Upper Ridge Way	Knoxville	TN	37932-0000	
11	Tennessee Telephone Company	10200 Upper Ridge Way	Knoxville	TN	37932-0000	
25	United Telephone Company, Inc.	P. O. Box 38	Chapel Hill	TN	37034-0000	
3	United Telephone Southeast, LLC	100 CenturyLink Drive	Attention Lisa Grantham	Monroe	LA	71203-0000
19	West Tennessee Telephone Co.	PO Box 24207	Attention Lisa Wigington	Jackson	MS	39225-0000

EXHIBIT L

Statement Regarding Numbering Issues

EXHIBIT L
NUMBERING ISSUES

Stratus Networks, Inc. provides its responses to the following questions:

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

None. Stratus will only be providing data transport circuits at this time.

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

None.

3. When and in what NPA do you expect to establish your service footprint?

None.

4. Will the company sequentially assign telephone numbers within NXXs?

None.

5. What measures does the company intend to take to conserve Tennessee numbering resources?

None.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

None.

EXHIBIT M

Tennessee Specific Operational Issues

EXHIBIT M
TENNESSEE SPECIFIC OPERATIONAL ISSUES

Stratus Networks, Inc. provides its responses to the following questions:

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

Stratus has no intention of providing calls at this time. Stratus is providing data only circuits into LEC central offices. However, Stratus states that it is aware of these regulations and will comply with all relevant provisions of the Tennessee Code.

2. Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers in the database?

Yes.

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

Yes.

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

Stratus has no plans to provide voice services at this time. In the event Stratus later seeks to provide voice service, Stratus has sufficient capabilities to comply and ensure that customers will not be billed long distance charges for calls within metro calling areas. Stratus designs, bills, and maintains its own billing system.

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.

Tyler Evans, VP, Operations. 309-222-2117

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?

Stratus does intend to telemarket and is aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11.

EXHIBIT N

Sworn Pre-Filed Testimony

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION
OF STRATUS NETWORKS, LLC FOR A
CERTIFICATE TO PROVIDE
COMPETING LOCAL
TELECOMMUNICATIONS SERVICES

PRE-FILED TESTIMONY OF BEN RUSSELL

I, Ben Russell, do hereby testify as follows in support of the application of Stratus Networks, Inc. “Stratus” for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

Q: Please state your full name, business address, and position.

A: My name is Ben Russell. I am the CTO of Stratus Networks Inc., located at 4700 N. Prospect Rd., Peoria, Illinois 61625.

Q: Please briefly describe your duties.

A: I am responsible for all technology related to the organization, including maintaining backbone network, hiring and coaching engineers for new product development and, network improvements/augmentations.

Q: Please describe your business experience and educational background.

A: I hold a degree in Telecommunications Management from Illinois State University and have over 20 years in telecommunications and the computer networking industry.

Q: Are all statements in Stratus Networks, Inc.’s application true and correct to the best of your knowledge, information and belief?

A: Yes.

Q: Please describe the current corporate structure of Stratus Networks, Inc.

A: Stratus Networks, Inc. is wholly owned and controlled by Novacap TMT V Co-Investment (Saturn), L.P., Novacap TMT V., L.P., and Novacap International TMT V, L.P. (collectively, the “Novacap Vehicles”) are controlled by Novacap Management Inc., which serves as the general partner of each of the Novacap Vehicles.

On December 15, 2021, Stratus completed a transaction whereby certain principals of Novacap Management Inc. (“Novacap”) acquired control of Applicant. Novacap is a leading North American-based private equity group founded in 1981 and has extensive experience purchasing, owning and operating diverse businesses, including its current ownership interest in, and control

of Horizon Telecom, Inc. and its wholly-owned subsidiaries, Horizon Technology, Inc. and The Chillicothe Telephone Company.

Q: Does Stratus Networks, Inc. possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?

A: Yes.

Q: Please describe Stratus Networks, Inc.'s financial qualifications.

A: Stratus Networks, Inc. has the financial resources to adequately provide service in Tennessee. As further detailed in its confidential attachment providing details of its financial resources, Stratus has maintained a steady business and the cost of provision of service in Tennessee will not strain its resources.

Q: Please describe Stratus Networks, Inc.'s managerial and technical qualifications.

A: Stratus Networks, Inc. is managed by a competent team of professionals with extensive experience in the telecommunications industry. Their experience and qualifications are detailed in Exhibit E.

Q: What services will Stratus Networks, Inc. offer?

A: Stratus Networks, Inc. intends to offer "Basic local exchange telephone services" as defined in Tenn. Code Ann. § 65-5-108 and/or Section 3(54) of the Federal Communications Act of 1934, as amended ("Act"), 47 U.S.C. § 153(54). The determination of whether a call is provided pursuant to this definition is based on the end points of such call, using the locations of the originating and terminating telephone numbers, as required by the Federal Communications Commission ("FCC").

Stratus intends to offer "Exchange Access Services" as referenced in Section 3(20) of the Act, 47 U.S.C. § 153(20). The FCC's call end points policy will be used to determine whether a call is provided pursuant to this definition.

Q: Will Stratus Networks, Inc. offer service to all consumers within its service area?

A: Stratus Networks, Inc. intends to provide enterprise service to all consumers within its service area.

Q: Does Stratus Networks, Inc. plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?

A: Stratus Networks, Inc. intends to offer service statewide to the extent open to competition.

Q: Will the granting of a certificate of convenience and necessity to Stratus Networks, Inc. serve the public interest?

A: Grant of a certificate of convenience and necessity to Stratus Networks, Inc. will serve the public interest and benefit the telecommunications market of Tennessee.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Stratus to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

Q: Does Stratus Networks, Inc. intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?

A: Yes. Stratus Networks, Inc. will comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service.

Q: Has any state ever denied Stratus Networks, Inc. or one of its affiliates authorization to provide intrastate service?

A: No. No state has ever denied an authorization of Stratus Networks, Inc. or any of its affiliates to provide intrastate service.

Q: Has any state ever revoked the certification of Stratus Networks, Inc. or one of its affiliates?

A: No. No state has ever revoked the certification of Stratus Networks, Inc. or any of its affiliates.

Q: Has Stratus Networks, Inc. or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?

A: No, Stratus Networks, Inc. and its affiliates have not been investigated or sanctioned by any regulatory authority for service or billing irregularities.

Q: Who is knowledgeable about Stratus Networks, Inc.'s operations and will serve as Stratus Networks, Inc.'s regulatory and customer service contact?

A: Stratus Networks, Inc.'s operations primary contact for regulator and customer service should be Tyler Evans, VP, Operations. His contact information is provided in Stratus' application.

Q: Please explain in detail Stratus Networks, Inc.'s proposed procedures for responding to information requests from the TRA and its staff.

A: Stratus Networks, Inc. has a dedicated internal team and legal counsel that will timely respond to information requests from TRA and its staff. Stratus' policy will be to work closely with the TRA and its staff to ensure all information requests are thoroughly addressed.

Q: Does this conclude your testimony?

A: I swear that the foregoing testimony is true and correct to the best of my knowledge.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO PREFILED TESTIMONY]

Ben Russel

Ben Russel

Stratus Networks, Inc.

Respectfully submitted this 12th day of March, 2024.

Notary Public

State of Illinois

County of ~~Peoria~~ McLean

My commission expires September 23rd, 2024

Crysta Walker

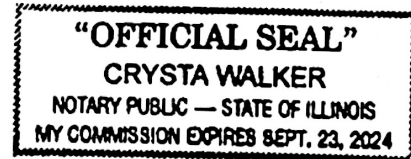


EXHIBIT O

Tariff

INTRASTATE LOCAL TELEPHONE SERVICE

TITLE SHEET

COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES

This Tariff applies to the Local Competitive Facilities Based Intrastate Telecommunications Service furnished by Stratus Networks, Inc. ("Company"). This tariff is on file with the Tennessee Public Utility Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Issued By: Tyler Evans, VP, Operations
Stratus Networks, Inc.
4700 N. Prospect Rd.
Peoria, IL 61625

INTRASTATE LOCAL TELEPHONE SERVICE

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

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INTRASTATE LOCAL TELEPHONE SERVICE

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INTRASTATE LOCAL TELEPHONE SERVICE

SYMBOLS

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

D - Deleted or Discontinued Material

I - Change Resulting In A Rate Increase

M - Moved From Another Tariff Location

N - New Material

R - Change Resulting In A Rate Reduction

T - Change In Text Only, No Change In Rate

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, 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 sheets 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 this sheet if these are the only changes made to it (*i.e.*, the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to Stratus Networks, Inc., unless otherwise specified or clearly indicated by the context.

Channel – A communication path between two or more points of termination.

Commission - The Tennessee Public Utility Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Customer Designated Premises – The premises specified by the Customer for origination or termination of services.

Dedicated Access – Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Exchange Access Line - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

Facilities – Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

ILEC - Incumbent Local Exchange Carrier.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (contd.)

LEC - Local Exchange Carrier.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

Transmission Path – An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Application of Tariff

2.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Carrier for telecommunications between points within the State of Tennessee. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available twenty-four (24) hours a day, seven (7) days a week.

2.1.1.B The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Terms and Conditions

2.1.2.A. Except as otherwise provided herein, the minimum period of service is one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than twenty-one (21) days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.1.2.B At the expiration of any term specified in a Customer Service Agreement, 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 proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Tennessee.
- 2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- 2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

2.2 Shortage of Equipment or Facilities

- 2.2.1 The Company reserves the right to limit or 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.
- 2.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier, other providers to the Company and the Company's network capacity and/or coverage area.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.3 Use of Service

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.3.3 The Customer may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

2.4 Liabilities of the Company and Indemnification

- 2.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall not exceed the applicable charges under this Tariff for such service. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in or breakdown of facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this Tariff for such service.
- 2.4.3 The company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1."

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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.4.4 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes; any law, order, regulations, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local exchange company lines or delays caused by the underlying local exchange company or the Customer or end-user.
- 2.4.5 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.
- 2.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.4.7 The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carrier(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

- 2.4.8 The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.
- 2.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Company services provided hereunder.
- 2.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user, or other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- 2.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service; and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

2.5 Equipment

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment or facilities is compatible with such equipment or facilities.

2.6 Alternative Telephone Service

- 2.6.1 Alternative Telephone Service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.
- 2.6.2 When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.

2.7 Installation

- 2.7.1 Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.7.2 If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean twenty-four (24) hours notice by the end of each four (4) hour window the day before the scheduled appointment.
- 2.7.3 Credits - New Service Installation Delays
- 2.7.3.A The Company shall install basic local exchange service within five (5) business days after receipt of an order from the customer unless the customer requests an installation dated that is beyond five (5) business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within three (3) business days after provisioning has been completed by the other carrier.)
- 2.7.3.B If the Company fails to install basic local service within five (5) business days, the Company will waive 50% of any installation charges.
- 2.7.3.C If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within five (5) business days after the customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, the Company shall waive 100% of the installation charge, or in the absence of an installation charge, the Company shall provide a credit of \$50.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 2 - RULES AND REGULATIONS (cont'd)

- 2.7.3.D For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, which ever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.
- 2.7.3.E The customer shall be notified that he or she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, if the requested date was more than five (5) business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.7.3.F If installation of service is requested on or by a date more that 5 business days in the future, the Company shall install service by the date requested.
- 2.7.3.G The terms of this section do not apply where Customer's service requires new or additional construction, including deployment of fiber or other facilities; regulatory, rights-of-way or other approvals; or the action or involvement of any third-party beyond the Company's control.
- 2.7.4 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such case, 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 period including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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2.7.5 The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Tennessee Public Utility Commission or other applicable agency, and Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.

2.7.6 If the Company requires an outside plant build out or modification to provide service to the Customer the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed. If the Company determines that the outside plant build out is not possible or practical the Company will refer the customer to the ILEC for service since the Company, unlike the ILEC, does not receive funding from the Universal Service Fund or other such government related funds.

2.8 Establishing Credit

2.8.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.

2.8.2 Applicants for Service

2.8.2.A The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

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2.8.2.B Business service applicants may establish credit by meeting the requirements of the Company's Business Credit Evaluation Plan.

2.8.2.C If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.

2.8.2.D If credit is not established, the Company may disconnect the service not sooner than five (5) days after delivery or eight (8) days after mailing of written notice of intention to disconnect.

2.8.2.F When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

2.8.3 Customers

2.8.3.A A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:

- During the first twelve (12) months that a customer receives service, the customer pays late four (4) times or has service disconnected by the Company for nonpayment two times.

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- After the first twelve (12) months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve (12) month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.
- After the first twelve (12) months that a customer has received service, the customer pays late at least six (6) times during any twelve (12) month period.

2.8.3.B Payment by the customer of delinquent bills may not of itself relieve the customer from the obligation of establishing credit.

2.8.3.C The Company will make its request for a deposit within forty-five (45) days after the event giving rise to the request takes place.

2.9 Deposits

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.9.1 Amount of Deposit

The amount of the cash deposit may not exceed four (4) month's estimated usage for customers.

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2.9.2 Payment of Deposits

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two (2) billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

2.9.3 Refund of Deposit

Deposits plus interest will automatically be refunded after being held for twelve (12) months so long as:

- The customer has paid any past due bill for service owed to the company;
- Service has not been discontinued for nonpayment;
- The customer has not paid late four (4) times, or
- The company has not provided evidence that the customer used a device or scheme to obtain service without payment.

2.9.4 Adjustments to Deposit

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.

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2.9.5 Interest to be Paid on Deposits

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- By credit to the customer's account annually, or
- By payment, no more than once in any twelve (12) months' period, when requested by the customer, or
- By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

2.9.6 Records of Deposits

The Company shall maintain records of deposits together with interest, which collectively will show all transaction pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

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2.10 Payment for Services

- 2.10.1 The due date printed on the bill will be at least twenty-one (21) days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.
- 2.10.2 The Customer is responsible for payment of all charges for services furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.
- 2.10.3 Billing inquiries may be directed to the Company at the number on the customer bill. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.
- 2.10.4 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

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2.11 Deferred Payment Agreements

- 2.11.1 All applicants for service who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 2.11.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.
- 2.11.3 An applicant for service or a customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four (4) months and a maximum of twelve (12) months in which to complete payment pursuant to this Agreement.
- 2.11.4 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

2.12 Taxes

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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2.13 Late Payment Charge

The Company will assess a late payment charge equal to the amount prescribed in this tariff.

2.14 Cancellation by Customer

Customer may cancel service by providing written or oral notice to the Company.

2.15 Interconnection

Service furnished by the Company may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.16 Termination of Service by Carrier

2.16.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- For failure to make or increase a deposit as set forth herein.
- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.

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- For failure to provide company representatives with necessary access to the company-owned service equipment, after the Company has made a written request for access.
- For failure to make payment in accordance with the terms of a deferred payment arrangement;
- The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- For violation of or noncompliance with a Commission order.
- For violation of or noncompliance with any rules of the company on file with the Commission for which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.
- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.
- The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- 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.
- Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

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2.16.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- Except as set forth in Section 2.16.1. above, failure to pay the past due bill of a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customer, or the previous customer is currently a member of the same household as the applicant.
- Failure to pay charges for directory advertising.
- Failure to pay the past due bill for a different class of service (where applicable).
- Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

2.16.3 Discontinuance Procedures

- The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
- Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
- Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the twenty (20) day period until at least five (5) days after delivery of a new written notice of discontinuance or eight (8) days after the postmark on a mailed notice.

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- In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bill without engaging in collection activity with the customer.
- Service will not be discontinued for a past due bill after 12:00 p.m. on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Tennessee, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three (3) hours of receipt of payment.
- Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 2.10 of these tariffs.

2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

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2.17.1 Credit for interruptions

- 2.17.1.A Subject to the exceptions contained in Section 2.17, when use of service or facilities is furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company.
- 2.17.1.B If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted.
- 2.17.1.C If the interruption last for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services.
- 2.17.1.D If the interruption last for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit 67% of one month's recurring charges for all interrupted services.
- 2.17.1.E If the interruption last for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services.
- 2.17.1.F If the interruption last for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20 per day, at the Customer's option.
- 2.17.1.G The credit for services applies to the following non-usage sensitive services:

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- Monthly Basic Local Service
- End User Common Line Charge (EUCL) (may be referred to as Subscriber Line Charges -SLC)
- Flat Rated Extended Area Service (where applicable)

2.17.1.H For calculating credit allowances, every month is considered to have thirty (30) days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.17.1.I The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

2.17.2 Limitations on Credit for Interruption Allowance

Credits do not apply if the violations of a service quality standard:

2.17.2.A Occurs as a result of a negligent or willful act on the part of the customer.

2.17.2.B occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;

2.17.2.C Occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:

- A declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area.

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- An act of third parties, including acts of terrorism, vandalism, riot, civil unrest, or war, or acts of parties that are not agents, employees or contractors of the Company, or the first seven (7) calendar days of a strike or other work stoppage.
- A severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company for restoring service due to impassable roads, downed power lines, or the closing off of affected areas by public safety officials.

2.17.2.D An emergency situation shall not include:

- A single event caused by high temperature conditions alone.
- A single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owned or operated by the Company.
- Any service interruption that occurs during a single event listed above, but are not caused by those single events.
- A single event that the Company could have reasonably foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
- Is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company.

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- Occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company.
- Occurs as a result of a Company's right to refuse service to a customer as provided by law.
- Occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff.

If the customer remits to the company on more than one (1) occasion during a twelve (12) month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

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2.20 Service Restoral Charge

The Company will charge a service restoral fee as set forth in this tariff.

This fee will be automatically waived for the customer's first service restoral each calendar year.

2.21 Customer Complaints

Customers can reach the Company's Customer Service department by dialing the number provided on the customer bill. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The Company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The Company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Tennessee Public Utility Commission as follows:

Tennessee Public Utility Commission
502 Deaderick Street
4th Floor
Nashville, TN 37243
Phone: 615-741-2904
Toll Free: 1- 800-342-8359

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SECTION 2 - RULES AND REGULATIONS (cont'd)**2.22 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

2.23 Directory Listings

2.23.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.23.2 The Company is not liable for any errors or omissions in directory listings.

2.24 Universal Emergency Telephone Number Service (*e.g.*, 911, E911)

2.24.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

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- 2.24.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.24.3 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.24.4 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the data management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.24.5 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.

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- 2.24.6 After the establishment of service, it is the public safety agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.
- 2.24.7 The Company assumes no liability for any infringement, or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the public safety agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the public safety agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.25 Telecommunications Relay Service (TRS)

Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 3 - RATES AND SERVICES

3.1 Service Area

The Company will provide Local Exchange Service throughout the geographic area serviced by its own outside plant, within the State of Tennessee.

3.2 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.2.1 Timing for all calls begins when the called party answers the call (*i.e.*, when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when the parties disconnects from the call.
- 3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.2.4 No charges apply to incomplete calls.
- 3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

3.3 Rate Periods

Company's services are not time of day sensitive unless otherwise specified. The same rate applies twenty-four (24) hours per day, seven (7) days per week.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 3 - RATES AND SERVICES (cont'd)**3.4 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

3.5 Individual Case Basis (ICB) Arrangements

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.6 Returned Check Charge

\$40.00 per check.

3.7 Service Restoral Charge

\$50.00 per occurrence. This charge will automatically be waived on the first occurrence in each calendar year.

3.8 Late Payment Charge

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

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SECTION 3 - RATES AND SERVICES (cont'd)**3.9 Installation Charge**

Customers will be charged an installation charge as described below.

3.10 RF Transport Service**3.10.1 General Service Offerings and Limitations:**

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi-directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on a single mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.

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SECTION 3 - RATES AND SERVICES (cont'd)

- The optical loss between a hub site and a remote node must not exceed 18dB.

3.10.2 Minimum Term:

The minimum service term for RF Transport Service is five (5) years.

3.10.3 Rates:

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

<u>Description</u>	<u>Fee per Segment</u>
Nonrecurring connection charge	\$100,000.00
Monthly recurring charge	\$15,000.00

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one (1) wavelength.

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INTRASTATE LOCAL TELEPHONE SERVICE

SECTION 3 - RATES AND SERVICES (cont'd)**3.11 Basic Local Exchange Service****3.11.1 Flat Rate Basic Business Line Service:**

With the Flat Rate Basic Business Line Service, the customer pays a monthly rate for an unlimited number of outgoing calls within a specified local calling area.

3.11.2 Recurring and Nonrecurring Charges:

Charges for each Flat Rate Service line include a monthly recurring Base Service Charge for an unlimited number of outgoing calls within a specified local calling area. In addition to the nonrecurring charges listed below, service order charges apply. In certain circumstances, service to customers may require the use of a link (and, or) number portability arrangements provided by the Incumbent Local Exchange Carrier. In such circumstances, the monthly recurring charge to the customer will be the greater of the company's Base Service Line charge set forth below or the charge to the company by the Incumbent Local Exchange Carrier for the link used to serve the customer. If the customer is served through a Number Portability Arrangement, the monthly charge to the customer will be increased by the applicable charge from the Incumbent Local Exchange Carrier to the Company of the Number Portability Arrangement.

3.11.3 Rates:

	<u>Monthly</u>	<u>Nonrecurring</u>
Flat Rate Basic Business Line Service	ICB	ICB

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