

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of
Stratus Networks, Inc.,
for a Certificate of Public Convenience and
Necessity to Provide Local Exchange
Telecommunications Services in the State of Utah

DOCKET No. 24-2648-01

APPLICATION

Stratus Networks, Inc. ("Applicant"), by its undersigned counsel and pursuant to Chapter 8b of Title 54 of the Utah Code, Utah Admin. Code § 746-100 *et seq.*, and the rules and regulations of the Utah Public Service Commission ("Commission"), hereby applies for a Certificate of Public Convenience and Necessity to authorize Applicant to provide facilities-based and resold local exchange telecommunications service in the State of Utah. In support of this Application, Applicant states the following:

I. GENERAL INFORMATION

- A. Applicant's legal name is Stratus Networks, Inc. Applicant is a corporation organized under the laws of Illinois and was authorized to do business in the State of Utah on September 17, 2007 (Utah Business Entity Number: 6753045-0143). Copies of Applicant's Articles of Incorporation and authority to transact business as a foreign corporation are attached hereto as **Exhibit A.**

- B. Applicant may be reached at its principal place of business at:

Stratus Networks, Inc.
4700 N. Prospect Rd.
Peoria, IL 61625
(309) 222-2123
www.stratusnet.com

II. CONTACT INFORMATION

A. Correspondence or communications pertaining to this Application should be directed to:

Tyler Evans
VP, Operations
4700 N. Prospect Rd.
Peoria, IL 61625
Phone: (309) 417-3291
Fax: (309) 345-8909
Email: tevens@stratusnet.com

with copies to

Michael P. Donahue
Jane L. Wagner
Counsel to Stratus Networks, Inc.
Marashlian & Donahue, PLLC
1420 Spring Hill Road, Suite 401
McLean, VA 22102
Phone: (703) 714-1319
Fax: (703) 563-6222
Email: mpd@commlawgroup.com
jlw@commlawgroup.com

B. Questions concerning Applicant's ongoing operations and regulatory compliance should be directed to:

Stratus Networks, Inc.
4700 N. Prospect Rd.
Peoria, IL 61625
Phone: (309) 417-3291
Email: tevens@stratusnet.com
Attn: Tyler Evans

C. Customer inquiries and complaints should be directed to:

Stratus Networks, Inc.
4700 N. Prospect Rd.
Peoria, IL 61625
Toll Free Number: (800) 990-9093
Email: noc@stratusnet.com
Attn: Customer Service

III. PROPOSED SERVICES

A. Proof of Bond in the Amount of \$100,000 (R746-349-3(A)(2))

Applicant does not plan to collect customer deposits or offer any prepaid services in the

State of Utah. Accordingly, Applicant hereby requests a waiver of this bond requirement.

B. Construction or Acquisition of Facilities (R746-349-3(A)(3))

Applicant does not currently own property in the State of Utah, but will acquire or construct any facilities in the state as necessary in order to provide its services. Services will be provided using a combination of fixed lines and microwave links to ensure resiliency.

C. Services to be Offered (R746-349-3(A)(4))

1. Classes of Customers (R746-349-3(A)(4)(a))

Applicant intends to offer its services to business and other non-residential customers including: wireless carriers and other service providers, the hospitality industry, large-scale sports and entertainment venues, college campuses, self-driving vehicle providers, remote weather monitoring stations, rural communities, and healthcare facilities.

2. Location of Service (R746-349-3(A)(4)(b))

Applicant seeks authority to offer local exchange services throughout the State of Utah to

and from all points in the state that are currently or become open to competition.

3. Services Offered (R746-349-3(A)(4)(c))

Stratus plans to offer “Local Exchange Telephone Service” or “Local Exchange Service” as defined in UT ST § 54-8b-2(11) and/or “Telephone Exchange Service,” as defined in 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 plans to offer “Local Exchange Access” a/k/a “Exchange Access” 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.

D. Access to Standard Services (R746-349-3(A)(5))

Applicant will provide access to ordinary interLATA and intraLATA message toll calling, operator services, directory assistance, directory listings, and emergency services such as 911 and E911 through resale services purchased directly from the applicable ILEC.

E. Implementation Schedule (R746-349-3(A)(6) and (13))

Pursuant to Section 252(c)(3) of the Telecommunications Act of 1996, 47 U.S.C. § 252(c)(3), Applicant intends to initiate its operations in the State of Utah upon receipt of authority from the Commission, and execution of an interconnection agreement with the applicable ILEC.

IV. QUALIFICATIONS

A. Professional Experience and Education of Managerial Personnel and Personnel Responsible for Utah Operations (R746-349-3(A)(7))

Applicant does not plan to operate an office within the State of Utah. Responsibility for Utah operations will be handled by Applicant's management team from its headquarters in Peoria, IL. Copies of management's resumes are attached hereto as **Exhibit B.**

B. Organization Chart (R746-349-3(A)(8))

An organization chart listing all of Applicant's employees currently working or that plan to be working in or for Utah operations is attached hereto as **Exhibit C.**

C. Chart of Accounts (R746-349-3(A)(9))

Applicant's chart of accounts, including account numbers, names, and brief descriptions, can be provided to the Commission upon request.

D. Financial Statements (R746-349-3(A)(10))

Attached as **Exhibit D** are financial statements demonstrating that the Applicant has sufficient resources to initiate operations, and provide the services for which it seeks authority. Please note that the information provided in **Exhibit D** is proprietary, and has been attached in a sealed envelope marked "**Confidential — Subject to Public Service Commission of Utah Rules R 746-1-602 and 603.**" As **Exhibit D** contains sensitive information regarding Applicant's business operations, Applicant respectfully requests that this information be treated confidentially, and not be released to any member of the public absent Applicant's prior written consent.

1. Balance Sheet, Income Statement, and Cash Flow Statement (R746-349-3(A)(10)(a))

Applicant's most recent balance sheet, income statement, and cash flow statement are attached hereto as **Exhibit D.**

2. Letter from Management (R746-349-3(A)(10)(b))

A letter from Applicant's management team, attesting to the accuracy, integrity, and objectivity of the financial statements provided in **Exhibit D.** and attesting that the financial statements were prepared in accordance with GAAP, is attached hereto as **Exhibit D.**

3. Parent Company Financials (R746-349-3(A)(10)(d))

Financial information regarding Applicant's parent company, Saturn Networks Holdings, Inc., is attached hereto as **Exhibit D.**

4. Additional Financial Information (R746-349-3(A)(11))

a. Positive Net Worth (R746-349-3(A)(11)(a))

As indicated in the financial statements attached hereto as **Exhibit D.** Applicant has a positive net worth.

b. Income and Cash Flow (R746-349-3 (A)(11)(b))

Please see Section IV(D)(5) of this Application for evidence of sufficient projected and verifiable cash flow to meet the cash needs as shown in Applicant's five-year projection of expected operations.

c. Proof of Bond (R746-349-3 (A)(11)(c))

Applicant requests a waiver of its bond requirement as does not intend to solicit customer deposits, or offer any prepaid telecommunications services.

5. Five-Year Projection of Expected Operations (R746-349-3(A)(12))

Applicant projects revenue in the range of \$300,000.00 in Utah over the next five years.

E. Technical and Managerial Abilities (R746-349-3(A)(14))

Applicant's officers have the necessary managerial and technical capabilities necessary to provide local exchange telecommunications services in the State of Utah. Applicant's management team has extensive experience in the telecommunications industry. Please see **Exhibit B** for resumes of Applicant's management team.

1. Proof of Certification (R746-349-3(A)(14)(a))

Applicant is currently in the process of obtaining authority to operate or registration in all fifty (50) states, and the District of Columbia. Applicant will update the Commission with a list of jurisdictions in which it is licensed or registered to operate upon request.

2. Company Experience in Providing Telecommunications Services (R746-349-3(A)(14)(b))

Stratus Networks, Inc. has operated as a telecommunications provider since 2002. In the course of their history, Stratus has developed a depth of experience across a variety of projects. Their management team reflects their expertise and history; descriptions of each Officers' experience and backgrounds are attached as **Exhibit B**.

F. Proof of Authority to Conduct Business in Utah (R746-349-3(A)(16))

Applicant was granted authority to conduct business in the State of Utah by the Utah Secretary of State on September 17, 2007. Applicant's Utah Business Entity Number is 6753045-0143. Please see Exhibit A attached hereto for a copy of Applicant's certificate of authority to conduct business in Utah.

G. Unauthorized Switching, Solicitation of New Customers, and Prevention of Unauthorized Switching (R746-349-3(A)(17))

Utah law and the Federal Communications Commission's ("FCC") regulations governing how interexchange carriers may change a consumer's Primary Interexchange Carrier ("PIC") are not applicable to Applicant as it is applying only for authority to operate as a local exchange service provider in the State of Utah. However, Applicant hereby states that it will comply with the FCC's regulations governing how carriers may change a customer's primary local exchange provider.

1. Sanctions (R746-349-3(A)(17)(a))

Applicant has never had sanctions imposed against it for unauthorized switching.

2. Documentation of Complaints Regarding Unauthorized Switching (R746-349-3(A)(17)(b))

Applicant has never had sanctions imposed against it for unauthorized switching.

Therefore a response is not required.

3. Applicant's Responses to Complaints Regarding Unauthorized Switching (R746-349-3(A)(17)(c))

Applicant has never had sanctions imposed against it for unauthorized switching.

Therefore a response is not required.

H. Applicant's Written Policies Governing Solicitation of Customers/ Statement Regarding Prevention of Unauthorized Switching (R746-349-3(A)(18))

Applicant utilizes company sales representatives to market its services. Applicant will not

offer interexchange services; therefore, its exposure to unauthorized switching of customers will be virtually non-existent. Nevertheless, Applicant will comply with all FCC and state requirements regarding solicitation and authorization for preferred carrier changes.

I. Proposed Tariff (R746-405 and 406)

Applicant's proposed tariff is attached hereto as **Exhibit E.**

V. PUBLIC INTEREST STATEMENT

Pursuant to R746-349-3(A)(15), Applicant hereby states that the Commission's approval of this Application will serve the public interest by creating greater competition in Utah's local exchange marketplace. Therefore, the public convenience and necessity will be served by the Commission's issuance of a Certificate of Public Convenience and Necessity to Applicant authorizing it to provide services as described herein.

WHEREFORE, Stratus Networks, Inc. respectfully requests that the Utah Public Service Commission accept the foregoing Application for filing, to grant it a Certificate of Public Convenience and Necessity to provide local exchange service in the State of Utah, and to grant any and all waivers requested in this Application.

Respectfully submitted,

STRATUS NETWORKS, INC.



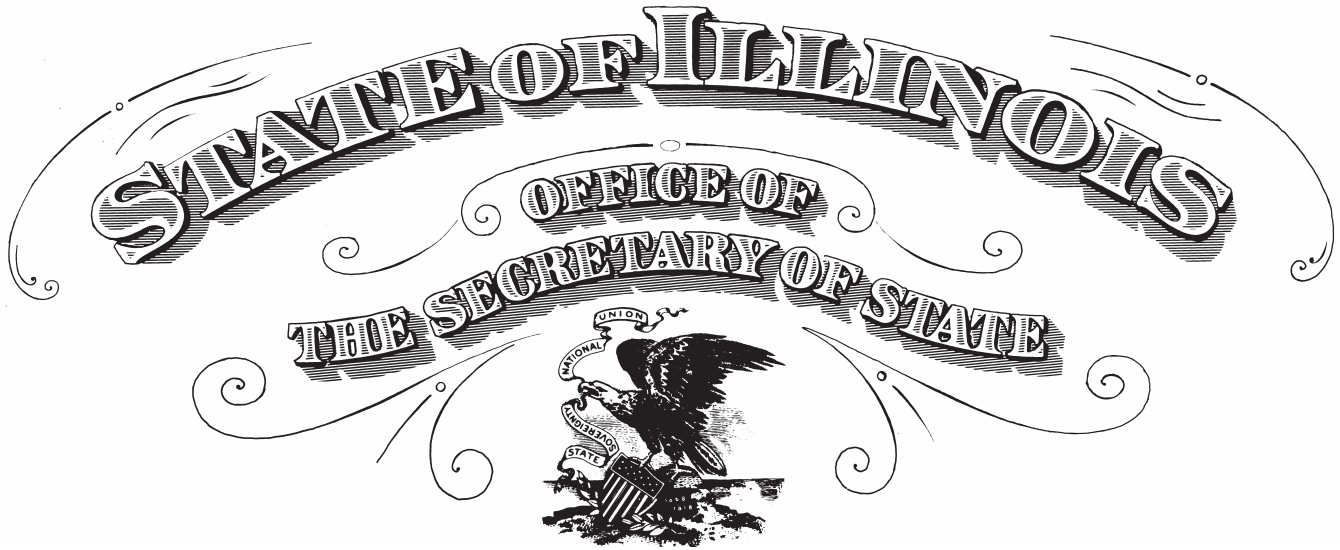
Michael P. Donahue
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Fax: (703) 563-6222
Email: mpd@commlawgroup.com
jlw@commlawgroup.com

Counsel to Stratus Networks, Inc.

Dated: April 3, 2024

EXHIBIT A

Illinois Articles of Incorporation and Authority to Transact Business in the State of Utah



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

STRATUS NETWORKS, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 06, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of FEBRUARY A.D. 2024 .





State of Utah
DEPARTMENT OF COMMERCE
Division of Corporations & Commercial Code
Application for Authority to Conduct Affairs for a Foreign Corporation

File Number _____

Non-Refundable Processing Fee:	
<input checked="" type="checkbox"/> Profit	\$52.00
<input type="checkbox"/> Nonprofit	\$22.00

A certification of Good Standing/Existence from the State of Incorporation dated no earlier than ninety (90) days prior to filing with this office is attached to this application.

1. Exact Corporate Name: Access2Go, Inc.					
2. A corporation of the state of: Illinois	3. Date Incorporated: 6/6/02				
4. The corporation's period of duration is: perpetual	(usually perpetual)				
5. The address of the corporation's principal office is:	4700 North Prospect Road, Suite 8 Street Address Line 1 Street Address Line 2 City Peoria Heights State IL Zip 61616				
6. The Registered Agent in Utah is:	Corporation Service Company				
7. The address of the registered office in Utah is: Utah Street Address Required, PO Boxes can be listed on the line below the Street Address	2180 South 1300 East, Suite 650 Street Address Line 1 Street Address Line 2 City Salt Lake City State UT Zip 84106				
8. I, Corporation Service Company, agree to serve as a registered agent for the above-mentioned foreign corporation. By: <u>(See Attached)</u> Signature of Registered Agent (Required).					
9. If the name is not available in Utah the corporation shall use as it's name: {Please refer to (U.C.A. 16-10a-1506)}					
10. The corporation commenced or intends to commence business in Utah on: upon qualification					
11. The names and addresses of the corporation's officers and directors are:					
Position:	Name	Address	City	State	Zip
President	Kevin D. Morgan,	4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616			
Vice-President					
Secretary					
Treasurer					
Director	Jameson J. Shefts,	4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616			
Director	Kevin D. Morgan,	4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616			
Director					
Other	Jameson J. Shefts, CEO,	4700 North Prospect Road, Suite 8, Peoria Heights, IL 61616			
12. The business purposes to be pursued in Utah are:		sale of telecommunications services			
Under penalties of perjury, I declare that this application for Certificate of Authority has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.					
<u>Kevin D. Morgan</u> Authorized Signer Signature			President Title		
Under GRAMA {63-2-201}, all registration information maintained by the Division is classified as public record. For confidentiality purposes, the business entity physical address may be provided rather than the residential or private address of any individual affiliated with the entity.					

Date: 09/17/2007
 Receipt Number: 2251820
 Amount Paid: \$52.00

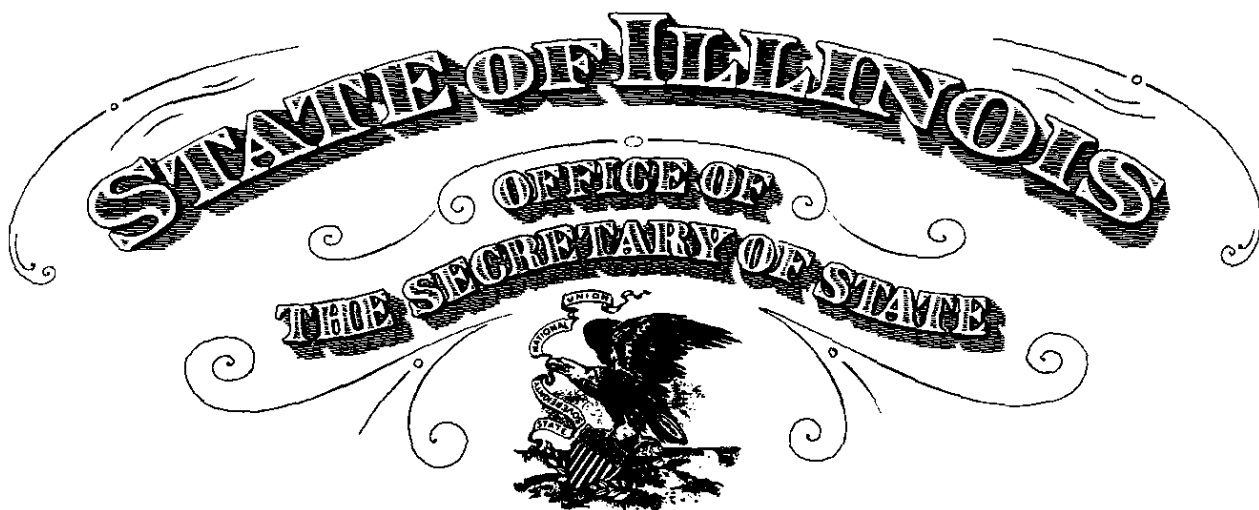
09-17-07 10:01:01 PCV0

Mailing/Faxing Information: www.corporations.utah.gov/contactus.html Division's Website: www.corporations.utah.gov

State of Utah
 Department of Commerce
 Division of Corporations and Commercial Code
 I hereby certified that the foregoing has been filed and approved on this 17 day of September 2007
 In this office of this Division and hereby issued This Certificate thereof.
 Examiner: BRP Date: 9/25/07
Kathy Berg
 Kathy Berg
 Division Director



6753045



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

ACCESS2GO, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JUNE 06, 2002, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.

05-19-07 09:01 8095



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 4TH day of SEPTEMBER A.D. 2007

Jesse White

Authentication #: 0724701084

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE

Corporation Service Company

September 5, 2007

Re: Access2Go, Inc.

Corporation Service Company, consents to appointment as registered agent for the referenced foreign Limited Liability Company in the state of Utah.

CORPORATION SERVICE COMPANY

By: 

Name: Ann R. Shilling

Title: Assistant Secretary

2007 SEP 05 10:11 AM

RE: Access2Go, Inc.

The following document(s) are enclosed:

Foreign Qualification

Application

Please return file-marked copies to us.

Please enter date of filing and return this form to us by _____, 2004

Charge our account for fees. See Visa Instructions Below

Check enclosed to cover fees \$ 52.00

TO: Secretary of State
PO Box 146705
Salt Lake City, UT 84114-6704

RETURN COPIES TO:

**CAROLINE PAYS
NOWALSKY, BRONSTON & GOTHARD, A.P.L.L.C.
ATTORNEYS AT LAW
3500 NORTH CAUSEWAY BOULEVARD
SUITE 1442
METAIRIE, LOUISIANA 70002
TELEPHONE: (504) 832-1984 FAX: (504) 831-0892**

09-17-07 05:01 RCVD

EXHIBIT B

Managerial Qualifications

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 Skellie – CFO

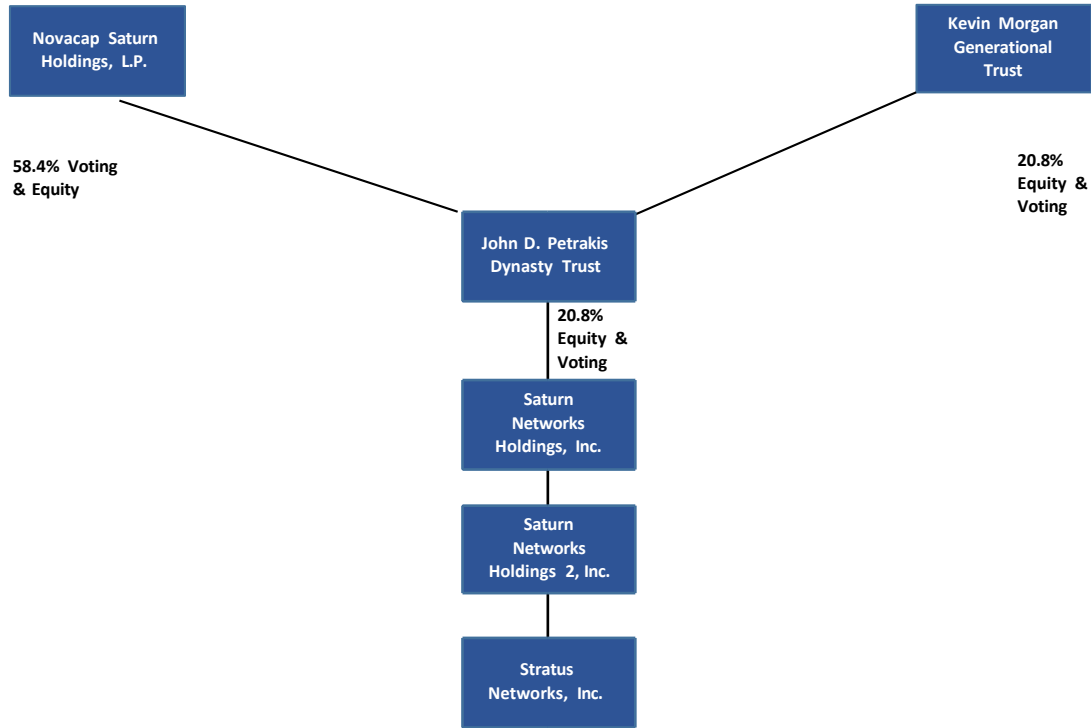
Bruce started as the Chief Financial Officer at Stratus Networks in January 2024. Bruce resides in the Albany, New York area and I attended Le Moyne College in Syracuse, New York majoring in accounting.

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

Applicant Organizational Chart

Stratus Networks, Inc. Organizational Chart



All interest are 100% unless otherwise specified.

EXHIBIT D

Financial Statements

(Filed Separately as Confidential Information)

EXHIBIT E

Proposed Tariff

TARIFF

Applicable to

LOCAL COMPETITIVE FACILITIES BASED
INTRASTATE TELECOMMUNICATIONS SERVICE

STRATUS NETWORKS, INC.

Issued:

Effective:

Issued by:

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

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	43	Original
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		

Issued:

Effective:

Issued by:

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4700 N. Prospect Rd.
Peoria, IL 61625

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Issued:

Effective:

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Issued:

Effective:

Issued by:

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

PRELIMINARY STATEMENT

Stratus Networks, Inc. (“Company”), pursuant to the terms and conditions of this Tariff, shall provide facilities-based local exchange telecommunications services throughout the entire state of Utah.

SERVICE AREA MAPS

Company hereby incorporates the maps of all exchanges operated by ILECs in the State of Utah on file with the Commission.

Issued:

Effective:

Issued by:

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

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

Issued:

Effective:

Issued by:

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

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.

Issued:

Effective:

Issued by:

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

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 Utah Public Service 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.

Issued:

Effective:

Issued by:

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

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.

Issued:

Effective:

Issued by:

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

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 Utah. 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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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 Utah.
- 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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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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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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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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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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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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- 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 Utah Public Service 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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SECTION 2 - RULES AND REGULATIONS (cont'd)

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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SECTION 2 - RULES AND REGULATIONS (cont'd)

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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SECTION 2 - RULES AND REGULATIONS (cont'd)

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 Utah, 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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SECTION 2 - RULES AND REGULATIONS (cont'd)

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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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 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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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 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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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 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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SECTION 2 - RULES AND REGULATIONS (cont'd)

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 Utah Public Service Commission as follows:

Utah Public Service Commission
Heber M. Wells Building
160 East 300 South
Salt Lake City, UT 84111
801-530-6716

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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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SECTION 2 - RULES AND REGULATIONS (cont'd)

- 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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SECTION 2 - RULES AND REGULATIONS (cont'd)

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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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 Utah.

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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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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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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