## STRATUS NETWORKS, INC.

Nebraska PSC Tariff No. 1 Original Page No. 1

TARIFF APPLICABLE TO INTEREXCHANGE SERVICES WITHIN THE STATE OF NEBRASKA PROVIDED BY STRATUS NETWORKS, INC.

Issued: October 18, 2018

Issued by:

Kevin Morgan, President & CEO Stratus Networks, Inc. 4700 N Prospect Road Peoria, IL 61616 Effective: October 25. 2018 Received

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#### NEBRASKA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Stratus Networks, Inc., with principal offices at 4700 N Prospect Road, Peoria, IL 61616. This tariff applies for services furnished within the State of Nebraska. This tariff is on file with the Nebraska Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

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# STRATUS NETWORKS, INC.

# CONCURRING, CONNECTING OR

## OTHER PARTICIPATING CARRIERS

- 1. Concurring Carriers None
- 2. Connecting Carriers None
- 3. Other Participating Carriers None

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## CHECK SHEET

The 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 sheet.

<u>SHEET</u>	REVISION	SHEET	REVISION	SHEET	<b>REVISION</b>
1	Original	32	Original	63	Original
2	Original	33	Original	64	Original
3	Original	34	Original	65	Original
4	Original	35	Original	66	Original
5	Original	36	Original	67	Original
6	Original	37	Original	68	Original
7	Original	38	Original	69	Original
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9	Original	40	Original		
10	Original	41	Original		
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30	Original	61	Original		
31	Original	62	Original		
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\* New or Revised Sheet

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#### TARIFF FORMAT

- A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1 2.1.1 2.1.1. A 2.1.1. A.1 2.1.1. A.1. (a) 2.1.1. A.1. (A).I 2.1.1. A.1. (a) I. (I) 2.1.1. A.1. (A).I. (I). (1)

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 on Commission file.

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## STRATUS NETWORKS, INC.

## SYMBOLS

The following are the only symbols used for the purposes indicated below:

C - to signify change in regulation

D-to signify a deletion

I – to signify a rate increase

L - to signify material relocated in the tariff

N – to signify a new rate or regulation

R-to signify a rate deduction

T - to signify a change in text, but no change in rate or regulation

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#### SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

<u>10XXX or 101XXXX Access Code</u> – The Access Code is the 10XXX or 101XXXX Access number.

- <u>Access Line</u> An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.
- <u>Authorization Code</u> A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.
- <u>Casual Calling</u> A dialing method that enables a Customer to reach the interexchange carrier of the Customer's choice even if the Customer is not a regular Customer of that carrier. The Customer utilizes a 10XXX or 101XXXX Access Code to make calls, and the Customer does not change its Primary Interexchange Carrier.
- <u>Commission</u> Used throughout this tariff to mean the Nebraska Public Service Commission.
- <u>Customer</u> The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.
- <u>Company or Stratus Networks, Inc.</u> Used throughout this tariff to mean Stratus Networks, Inc.
- <u>Dedicated Access</u> The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

<u>DUC</u> – DUC stands for Designated Underlying Carrier.

<u>LEC</u> – LEC stands for Local Exchange Carrier.

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### SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

- <u>Presubscribed Service</u> A service whereby the Customer can make long distance calls and the Customer must change its Primary Interexchange Carrier to the Company.
- <u>Resp. Org</u>. Responsible Organization or entity identified by Toll-Free service Customer that manages and administers records in the toll-free number database and management system.
- <u>Switched Access</u> The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.
- <u>Telecom Unit</u> A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Nebraska.
- <u>Telecommunications</u> The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- <u>Underlying Carrier</u> The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.
- <u>USF</u> USF stands for Universal Service Fund.

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#### STRATUS NETWORKS, INC.

#### SECTION 2 – RULES AND REGULATIONS

## 2.1 <u>Undertaking of the Company</u>

This tariff contains the regulations and rates applicable to interexchange telecommunications services provided by the Company for telecommunications between points within the State of Nebraska. Services are furnished subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC, and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. Necessary facilities and equipment may include, but are not limited to, facilities or equipment to be provided by the Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to the Company or the LEC. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The selection of the DUC is made solely in the discretion of the Company. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Except for 101XXXX Access Service, Customers interested in the Company's services shall file a Service Order Form (SOF) with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the SOF. The SOF shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such SOF.

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- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of products and services of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's tariff offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## 2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other tariff violations.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

## 2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any 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 or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.3.8 It is understood and agreed that this tariff embodies the full understanding and agreement between the Company and the Customer regarding the services provided hereunder. No representation or understanding contrary to the provisions and rates of this tariff shall apply. The company, its officers, directors, employees, shareholders, and their respective heirs and assigns, are specifically excused and indemnified, saved and held harmless, by each Customer taking services under this tariff for any claim of misrepresentation, or errors or omissions made by sales representatives or sales agents.

## 2.4 <u>Responsibilities of the Customer</u>

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities, which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

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- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.

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- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

## 2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
  - 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
  - 2.5.1.B For violation of any of the provisions of this tariff,
  - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
  - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

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## 2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

## 2.7 <u>Restoration of Service</u>

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

## 2.8 Deposit

The Company does not require deposits.

## 2.9 Advance Payments

The Company does not require advance payments.

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#### 2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand, therefore, is not received by the Company in writing within such 30-day period.
- 2.10.4 The Company may utilize direct billing and LEC billing. The Company makes the selection of the billing option. With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. If LEC billing is utilized, the rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued. The Company's name and toll-free telephone number will appear on the Customer's bill.

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## 2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

## 2.12 <u>Taxes</u>

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

## 2.13 Late Charge

A late fee of 1.5% per month, will be charged on any past due balances.

## 2.14 Returned Check Charge

A fee will be charged whenever the institution on which it is written does not accept a check or draft presented for payment for service.

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## 2.15 <u>Reconnection Charge</u>

A reconnection fee of \$0 per occurrence will be charged when service is reestablished for Customers, which have been disconnected due to non- payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

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## 3.1 <u>Computation of Charges</u>

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and/or time of day of the call. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. For all calls, fractions of an increment are rounded up to the next whole increment. For example, a call with a one (1) minute increment lasting 35 seconds will be rounded to one (1) minute. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$2.434 will be charged \$2.43 and a Customer making a call with a computed charge of \$2.434 will be charged \$2.43.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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- 3.1.3 Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.
- 3.1.4 If the Customer uses a calling plan with a monthly recurring charge, that monthly charge is charged for every billing or calendar month in which a customer uses the service as defined by placing a call from a working telephone number.

#### 3.2 <u>Customer Complaints and/or Billing Disputes</u>

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

> Stratus Networks, Inc. 4700 N Prospect Road Peoria, IL 61616

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled; provided, however, in the event that the Company has willfully overcharged any Customer, the Company shall refund the difference, plus interest, as prescribed by the Commission.

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If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

The Company reserves the right to suspend or cancel without advance written notice and without any liability whatsoever, the provision of Toll-Free Service to any Toll-Free Service customer if the Company determines in its sole discretion that the customer is using the Toll Free Service to make or permit any telephone facility under such customer's control to be used for any purpose or activity including, calling card platforms, prepaid calling card platforms, any obscene, indecent or harassing purpose or activity, prohibited by Section 223 of the Communications Act of 1934, as amended. (Calling card platform, debit card platform)

#### 3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

#### 3.4 <u>Service Offerings</u>

3.4.1 Presubscribed 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits". The customer is presubscribed to the Company's service.

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#### 3.4.2 Casual Calling

This service permits Customers to originate calls via switched access lines, and to terminate interstate calls via a 10XXX or 101XXXX Access Code. The Customer dials the Access Code followed by "1+ ten digits". This service is Non Primary Interexchange Carrier Service. Non Primary Interexchange Carrier Service is available to businesses, except hospitals, hotels and inmate only facilities that demonstrate credit-worthiness.

## 3.4.3 Toll-Free Service

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

#### 3.4.4 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 411 or 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. Directory assistance is available to any Customer that has access to the directory assistance bureau of the DUC.

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3.4.5 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis 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 Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a nondiscriminatory basis.

3.4.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

3.4.8 Prepaid Long Distance Service

Reserved for Future Use

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## **SECTION 4 - RATES AND CHARGES**

#### 4.1 General Rate Information

## 4.1.1 Call Duration

Customer will maintain a call duration of greater than 18 seconds in length for at least 90% of Customer's total domestic calls. Stratus Networks, Inc. shall charge all calls under 18 seconds in duration a minimum of one cent (\$0.1) per call if the total amount of calls less than 18 seconds exceeds 10% of the Customer's total domestic traffic.

## 4.1.2 <u>RBOC - ITC Surcharge</u>

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). Stratus Networks, Inc. shall apply a surcharge of two cents (\$0.02) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

## 4.1.3 <u>Charge for Non-Billable Toll Free Calls</u>

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, Stratus Networks, Inc. may charge Customer a non-discountable \$0.02 charge for each non-billable call.

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# STRATUS NETWORKS, INC.

## SECTION 4 - RATES AND CHARGES (continued)

## 4.2 <u>Ancillary Charges</u>

8xx Directory Assistance Features	NRC	MRC	Change Fee	Description
Query Fee	\$1.50 per call	NIA	NIA	Allows 8xx numbers to be listed in National Toll Free Directory Assistance database. Charge is applied to customer's 8xx number not the calling party. Maximum 2 queries per call.
Monthly Database Listing	\$50 per listing	\$3 per listing	\$35 per change per listing	Allows 8xx numbers to be listed in National Toll Free Directory Assistance database. Maximum 4 listings per 8xx number.
Expedite	\$150. per 8xx number	N/A	N/A	Expedite fees are a one time per order fee and apply to installs and changes
8xx Project Account Codes	\$20. per 8xx number	\$5 per 8xx number	\$10 per 8xx number	Predefined accounting codes to track 8xx inbound usage by calls
I+ Directory Assistance	N/A	\$0.95 per call	NIA	Allows ANI's to be listed in the National Directory Assistance database. Charge is applied to the calling party.
Extended Call coverage Option I	No charge	No charge	No charge	Allows calls to originate from Alaska & Hawaii
Extended Call Coverage Option 2	No charge	No charge	No charge	Allows calls to originate from Puerto Rico and USVI
Canadian Origination	No charge	No charge	No charge	Allows calls to originate from Canada (choose any or all area codes).
Tailored Call Coverage - aka Originating 8xx Service Options	No charge	No charge	No charge	Allows call blocking at the state, LATA, NPA, NPA/NXX and ANI level.

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# SECTION 4- RATES AND CHARGES (Continued)

# 4.3 Ancillary Charges (continued)

8xx Directory Assistance Features	NRC	MRC	Change Fee	Description
Routing Features	NRC	MRC	Change Fee	Description
Day of Week Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Ho]iday Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Time of Day Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Percentage Allocation Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week
Geographical Routing	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Routes calls placed on an 8xx number to different terminating locations based on the date of the week

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## STRATUS NETWORKS, INC.

## SECTION 4- RATES AND CHARGES (Continued)

## 4.3 Ancillary Charges (continued)

Terminating Features	NRC	MRC	Change Fee	Description
Direct Termination Overflow	\$20 per 8xx number	\$1 per 8xx number	\$20 per 8xx number	Allows a dedicated access line customer to control potential congestion of calls placed on an 8xx number by sending overflow calls to another 8xx trunk group, WATS access line, dedicated access line, or business line
Dialed Number Identification	No Charge	No charge	No Charge	Allows a dedicated access customer to receive calls from multiple 800 numbers on the same terminating trunk group by sending special identification digits along with the 800 call to the customer site. Customer must have proper equipment for this feature.
Real Time ANI	No charge	No charge	No Charge	Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office.

# 4.4 Inbound 8XX Service

\$0.06 per minute. Billed in whole minute increments.

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#### SECTION 4- RATES AND CHARGES (Continued)

#### 4.5 Directory Assistance

Directory Assistance is available to Customers of the Company. Stratus Networks, Inc., Inc. Shall provide live operators assistance to Customer's subscribers seeking information regarding telephone numbers and any other telephone listing information on a nationwide basis. A caller shall be allowed two (2) standard or reverse searches per call and one (I) address or statewide search per call. Caller must provide complete name, city and state for each standard search; city, state and street for each address search; and a complete telephone number for each reverse search. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Live Operator Handled National Directory Assistance, Standard, Reverse, Address Search, Sent Paid, and Miscellaneous

Live Call Attempts Per	Price Per Attempt
Month	
	\$.95
0 to 20,000	\$.85
20,001 to 100,000	\$.80
100,001 to 250,000	\$.60
Greater than 250,000	
Rating Service	\$.04 per Message Rates
Bill Record Processing	\$.02 per Completed Call Record

## 4.6 Special Rates

#### 4.6.1 Discount for Hearing Impaired Customers

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments for individuals equipped with TDD's for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDD's. The credit to be given on a subsequent bill for such calls placed between TDD's will result in the application of the evening rate for calls made during daytime hours and night rates for calls made during evening and night hours. Discounts do not apply to surcharges or per call add on charges for operator service when the call is

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#### SECTION 4-RATES AND CHARGES (Continued)

## 4.6 <u>Special Rates (continued)</u>

placed by a method that would normally incur the surcharge.

#### 4.6.2 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

## 4.6.3 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

## 4.6.4 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

## 4.7 <u>Payphone Use Surcharge</u>

An un-discountable payphone use surcharge of \$.59 shall apply to each coin less call which Stratus Networks, Inc., Inc. can identify as being placed from a domestic payphone by or to the Customer or its permitted user. This includes, but is not limited to; calls placed by Stratus Networks, Inc., Inc. collect calls and calls placed to 800 numbers. This charge is in addition to standard tariff usage charges and is for the use of the payphone instrument to access Stratus Networks, Inc., service.

#### 4.8 Finance Charge

The greater of 1.5% or a flat fee of \$5.00 will be charged on any past due balance.

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#### SECTION 4-RATES AND CHARGES (Continued)

#### 4.9 <u>Return Check Charges</u>

A fee of \$25.00 will be charged for each check returned.

## 4.10 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

## 4.11 Early Termination

Customer will be responsible for 100% of all loop charges for the entirety of the contract period. Customer will also be responsible for 100% of any Commitment amount or Minimum Usage multiplied by the remainder of the months on the contract.

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## SECTION 5 - OPTICAL SERVICES

#### 5.1 Definitions

Jitter is the delay that occurs between 2 packets or Ethernet frames that are traversing the network. Jitter is calculated as the delay variance of the packets transported across the network or the delta of delay between two consecutive packets. It is measured between two endpoints, and will consist of measuring the time between a set of packets. Jitter is measured by averaging sample measurements taken during a 30 day period between network Terminating equipment to which the customer ports are attached when the Optical Metro network is available.

#### Latency

Latency is the amount of time necessary for a typical frame to traverse the network. Latency is calculated as the measurement of time taken for a customer frame to go from one end of the network (origination point) to the other end (termination point). The measurement will consist of measuring the time it takes to "ping" or travel from the origination to termination ports for the connection in question. Latency is measured by averaging sample measurements taken during a 30 day period between network terminating equipment to which the customer ports are attached when the Optical Metro network is available.

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#### 5.1 Definitions (continued)

# Media Access Control (MAC) Addresses

Denotes a data link layer protocol used for Layer 2 connectivity.

## Packet Delivery Rate (PDR)

Packet Delivery Rate (PDR) is a measurement of the actual amount of useful and nonredundant information that is transmitted or processed from end-to-end across the network. It is a function of bandwidth, error performance, congestion and other factors. PDR is expressed as a percentage of Ethernet frames offered to the network that successfully traverse the network, end-to-end, within the CIR, and within a 30 day period. PDR is calculated as the total number of effective Ethernet frames, per port, that successfully traverse the network divided by the total number of effective Ethernet frames, per port, offered to the network within a 30 day period. Those frames that violate the maximum range will be excluded from the calculation. PDR is measured by averaging sample measurements taken during a 30 day period from network terminating equipment to network terminating equipment to which the customer ports are attached when the OPTICAL METRO network is available.

# 5.2 Optical Metro Descriptions

Optical Metro Service is an optically switched data service which allows for versatile scalability and flexibility over an Ethernet network provided by the Company. Optical Metro Service allows businesses to interconnect two or more customer locations within a Metropolitan Area Network (MAN) as if they were segments on the same LAN using packet-based switching technologies. Connections at the customer premises are made using Native Ethernet interfaces and traverse the MAN over fiber facilities. Optical Metro Service provides dedicated bandwidth from 5 Mbps up to 1 Gbps. Customers connect to Optical Metro Service via one of the following standard connections, as requested by the customer:

- I0/100 Base T (100 Mbps)

- Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or I 000 Base ZXr)

Customers may connect any two or more locations together, if in the same LATA or

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## 5.2 Optical Metro Descriptions (continued)

MAN and the service is available. This service offers logical Ethernet-to-Ethernet LAN connections available *in* the following configurations:

- Point-to-point,
- Point-to-multipoint, or
- Multipoint-to-multipoint

Optical Metro Service includes the connection from the customer's premise to the Ethernet network, a port on the Ethernet network, a Committed Information Rate (CIR), and Ethernet Virtual Connections (EVC's). Ethernet Virtual Connections (EVC's) are logical connections that establish a logical path for customer traffic between two customer locations. A portion of the CIR is assigned to each EVC to establish how much bandwidth each path should have.

CIR is inclusive of allowances for overhead within the Ethernet network. If a customer orders 1 Gbps on a single port, the Company reserves the right to use up to 10% of the bandwidth for traffic management.

# 5.2.1 Service Configurations

A. Basic: The Optical Metro Basic service configuration provides the customer a switched, logical point-to-point or point-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the Optical Metro network.

B. Basic Plus: The Optical Metro Basic Plus service configuration provides the customer a switched, logical point-to-point, point-to-multipoint or multipoint-to-multipoint connection between customer locations, using a physical connection to the network, and virtual connections through the Optical Metro network.

## 5.2.2 Grades of Service

Service configurations include a choice of one of two underlying Grades of Service: Silver and Gold. Each Grade of Service offers a different level of service performance. The following describes the service parameters for each Grade of Service.

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## 5.2 Optical Metro Descriptions (Continued)

A. Silver: The applications best suited for this Grade of Service are general data applications with more tolerance for delay and/or those that are lower in priority. This Grade of Service is the appropriate selection for general data traffic since it tolerates bursting and time-varying traffic. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR) and Latency. Packet Delivery Rate is at least 99.5% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached. Latency is limited to a delay across a connection of no more than 27 ms (54 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less.

B. Gold: This Grade of Service supports applications that require minimal loss and low latency variation (jitter). Data in this Grade of Service will be provisioned in a priority queue indicating that it is delay sensitive. The service parameters associated with this Grade of Service are Packet Delivery Rate (PDR), Latency and Jitter. Packet Delivery Rate is at least 99.9% of total traffic from source Network Terminating Equipment (NTE) to the destination NTE to which the customer port is attached. Latency is limited to a delay across a connection of no more than 18 ms (36 ms roundtrip) one-way end-to-end within the Company's network for packets 1500 bytes or less. Jitter is limited to less than 12 ms one-way end-to-end within the Company's network.

# 5.2.3 <u>Regulations</u>

In addition to the regulations contained in this tariff, the following regulations apply to this service:

A. This service is available to customers in those LATA's served by and within the service territories of the Company only.

B. Optical Metro Service is provided at the option of the Company where equipment and facilities permit. If appropriate facilities are not available, Special Construction charges may apply.

C. The customer provided equipment (CPE) must deliver the data signal for the Optical Metro transport within the industry specification for the subscribed data service.

D. Optical Metro Service supports full duplex communication.

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# 5.2.3 <u>Regulations (Continued)</u>

E. Optical Metro Service does not allow for oversubscription. The sum total of the Usage assigned to EVC's is mapped to a single port, and cannot exceed the ordered CIR.

F. If a customer connects to the Optical Metro network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port. See Rates and Charges following.

G. If a customer desires service from a Serving Wire Center that is not equipped to provide Optical Metro Service, additional charges may apply for use of a Repeater. A network engineering study will need to be completed to ensure adequate service provisioning is capable. See Rate and Charges following.

H. For Basic Service, a total of 8 Ethernet Virtual Connections (EVC's) may be configured per I0/100 Base T connection, and a total of 64 EVCs may be configured per I Gbps connection. For Basic plus Service, a total of 7 EVCs may be configured per 10/100 Base T connection, and a total of 63 EVCs may be configured per I Gbps connection. Should the customer request more than 64 EVCs on a Basic Service I Gbps connection, a technical review will need to be conducted to determine whether the network will support more EVCs.

I. If a customer desires that service be provided on a due date less than the standard interval, the customer may request that service be provided on an expedited basis. If the Company determines that service can be provided on the requested expedited date and spare facilities are available, the Expedite Order Charge (per port, per location) will apply. See Rates and Charges following.

J. If the customer cancels service prior to installation being completed, a Service Order Cancellation Charge (per port, per location) will apply. See Rates and Charges following. The customer-'s intent to cancel service must be made in writing.

K. The CIR selected by the customer must be committed to for a 30 day period before an increase in CIR can be requested.

L. Optical Metro Service is not available in a meet-point billing arrangement involving

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# 5.2.3 <u>Regulations (Continued)</u>

other Carriers.

M. A Letter of Authorization (LOA) will need to be established if customers want to purchase a logical connection via an Ethernet Virtual Connection (EVC) to another customer in order to ensure security and accuracy in the connection.

# 5.2.4 Allowance for Interruption

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of I 0/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates. The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

# 5.2.5 Service Level Agreements

Service Level Agreements (SLA's) are offered with this service, and provide customers with end to-end performance backed by service credits if minimum quality standards are not met by the Company.

A. Network Availability of 99.95% per month, including the local loop, is provided by the Company. This equates to less than 21.6 minutes of downtime per month (based on a 30-day month), excluding maintenance windows and other appropriate exclusions (see Exclusions following). Network Availability is calculated as the percentage of time that the OPT-E-MAN network is capable of accepting and delivering customer data to the total time in the measurement period. The calculation for Network Availability for a given calendar month is as follows:

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#### 5.2.5 Service Level Agreements (Continued)

Network Availability= [24 hours x days in month x 60 minutes x number of customer sites]- network outage time (measured in minutes)

B. As noted in the above formula, all ports included in a customer's network are utilized in calculating Network Availability.

C. The customer is responsible for (I) notifying the Company within 45 days after the end of the month when the service parameter falls below the committed level, and (2) requesting a service credit.

D. Upon verification by the Company that the actual service performance for that parameter was less than the committed level, the customer will be provided a service credit equal to 10% of the monthly recurring charge for that service parameter for all affected ports.

# 5.2.6 Grade of Service SLA

Grade of Service SLA's are provided for Optical Metro Service. If the Company fails to meet service parameters defined for each Grade of Service, service credits will be offered to the customer given certain conditions are met:

A. The customer is responsible for

I. Notifying the Company within 45 days after the end of the month when the service parameter falls below (or above) the committed level, and

2. Requesting a service credit.

B. Upon notification by the customer that the actual service performance for that parameter was less than the committed level, the Company has 30 days to correct the problem.

C. If after 30 days, the service performance for that parameter is still less than the committed level, the customer will be provided a service credit equal to 25% of the monthly recurring charge for that service parameter for all affected ports for the month in which the service parameters fall below (or above) the committed level.

D. Packet Delivery Rate, Latency and Jitter calculations will be measured only when the Optical network is available.

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#### 5.2 Optical Metro Descriptions (Continued)

# 5.2.7 Exclusions from Service Level Agreements and Grade of Service Credits

The Company will be excluded from providing Service Level Agreements credits and Grade of Service credits should any of the following conditions occur:

A. Force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

B. All SLAs are offered across the Company's network. The failures of any components beyond the local facility including the Network Interface (NI), the CSU/DSU/Channel band/Extended Demarcation are excluded from the SLA calculation.

C. Data loss during the Company's scheduled maintenance window.

D. Data exceeding subscribed Usage.

E. Failures attributed to facilities or equipment provided by customer or its contractors, equipment vendors, another local exchange carrier or inter-exchange carrier.

F. Any type of Customer Network Management functionality is not included in SLAs.

5.2.8 For Basic Plus multipoint-to-multipoint service, the Company will use controls to limit the amount of multicast and broadcast traffic to protect the Optical Metro network against traffic storms. The maximum throughput of multicast traffic will be set at 1Mbps per customer port, while the maximum throughput of broadcast traffic will be set at 200 packets per second per port. Packets dropped by traffic controls will be excluded from SLA calculations. The Company recommends that customers enable controls for multicast, broadcast and unknown unicast traffic within the customer network(s).

5.2.9 Data exiting the network through the customer ports are excluded from SLA calculations to the extent that it exceeds the CIR for those ports.

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# SECTION 5 - OPTICAL SERVICES (Continued)

# 5.2 Optical Metro Descriptions (Continued)

5.2.10 The responsibility of the Company shall be limited to furnishing the Optical Metro network. Subject to this responsibility, the Company shall not be responsible for the through transmission of signals generated by CPE or for the quality of, or defects in, such transmission or the rejection of signal by CPE. The Company shall not be responsible for installation, operation, maintenance or adapting Optical Metro to the technological requirements of specific CPE. In addition, the Company shall not be responsible to the customer if changes in any of the equipment, operations or procedures of the Company used in the provisioning of Optical Metro render any facilities provided by the customer obsolete; or require modification or alteration of such equipment or system; or otherwise affect its use or performance, provided the Company has met all applicable information disclosure requirements otherwise required by law.

5.2.1 l Customers will be permitted to move from a 10/100 Base T to a Gigabit Ethernet interface option (staying within the Basic or Basic Plus Connection, or moving from the Basic to the Basic Plus Connection), however the Nonrecurring Charge associated with the new Gigabit Ethernet Connection will apply. However, should a customer simply wish to move from Basic to Basic Plus (without any change to the interface option; for example, retaining the I0/100 Base T interface), only the Service Order Change Charge will apply. See Rates and Charges following.

# 5.3 Optical Connection

The Optical Connection provides for the physical connection between the customer's premise and the serving wire center. This is comprised of a transport component, interface component and a port connection component. Several interface protocols are available: 10/100 Base T and Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZX).

# 5.3.1 <u>Committed Information Rate (CIR)</u>

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 5 Mbps to I Gbps per connection. The CIR is shared among one or more Ethernet Virtual Connections (EVCs), which provide a logical point-to-point connection between two customer locations.

In addition, there are three optional rate elements which may apply to OPT -E-MAN, depending on the customer's configuration: Repeater, Ethernet Virtual Connections (EVC) and Additional

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# **SECTION 5 - OPTICAL SERVICES (Continued)**

#### 5.3 Optical Connection (continued)

MAC Addresses.

## 5.3.2 Repeater

For those customers who are located outside normal transmission parameters, or who are served by a Serving Wire Center that is not equipped for OPTE-MAN Service, service can be provided using a repeater. An engineering study will be completed to ensure transmission parameters can be met using a repeater, and the Company will determine when Repeaters are necessary. Additional charges will apply. Provisioning of OPTICAL METRO Service is subject to the availability and operational limitations of the equipment and associated facilities.

## 5.3.3 Ethernet Virtual Connections (EVC)

An Ethernet Virtual Connection is a logical point-to-point connection between two customer locations, and goes from the customer demarcation point at one location through the OPT-EMAN network to terminate at the demarcation point at the second customer location. When multiple EVCs are provisioned, the customer must designate the portion of the CIR assigned to each EVC. EVCs can be set in 1 Mbps increments from 5 Mbps to 1000 Mbps. If a customer purchases the Silver Grade of Service for CIR, the initial EVC will be prioritized as Silver. Additional EVCs can be prioritized as either Silver or Bronze. However, if a customer purchases the Bronze Grade of Service for CIR, additional EVCs cannot be prioritized as Silver, but only as Bronze.

#### 5.3.4 Additional MAC Addresses

If a customer connects to the OPTICAL METRO network using a bridge or switch for Layer 2 connectivity, only 50 MAC addresses can be used per Layer 2 device, per port. Any additional addresses will be assessed an additional charge, with a limit of 100 MAC addresses total per port.

# 5.4 Optical Rates and Charges

There are two types of rates and charges for OPTICAL METRO Service: Nonrecurring Charges and Recurring Charges.

5.4.1 Nonrecurring Charges are one-time charges that apply for specific work activity related to

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# SECTION 5 - OPTICAL SERVICES (Continued)

## 5.4 Optical Rates and Charges (continued)

the provisioning of OPTICAL METRO Service.

5.4.2 Recurring Charges are flat recurring rates that apply each month or fraction thereof that-the service is provided. Recurring rates may be applied only over a 12, 24, 36, or 60 month period under the Terms and conditions of the Term Pricing Plan (TPP), described in 8. following. Upon completion of a TPP, a customer's service will automatically convert to the Monthly Extension rates unless the customer requests a new TPP. No customer shall purchase OPTICAL METRO Service on a month-to-month basis prior to the completion of a TPP.

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# 5.4 Optical Rates and Charges (continued)

Monthly Charges							
Description Connection Per C	<u>NRC</u> Customer I			<u>24 Month</u>	36 Month	60 Month	Monthly Extension
Basic Service I0/100 Base T Gigabit Ethernet	- \$1,92 \$2,1		\$780 \$1,200	\$750 \$1,150	\$650 \$1,000	\$575 \$850	\$925 \$1,400
Basic Plus Servic I0/100 Base T Gigabit Ethernet	<u>\$1,92</u> \$2,10		\$780 \$1,200	\$750 \$1,150	\$650 \$1,000	\$575 \$850	\$925 \$1,400
Description			NF	RC	Silver	<u>Gold</u>	
Committed Mbps	s per po <b>rt</b> a	ite (CIR)	5 a				
	10 20 50 100 250 500	Mbps Mbps Mbps Mbps Mbps Mbps Mbps Mbps	\$7: \$7: \$7: \$7: \$7: \$7: \$7: \$7: \$7:	5 5 5 5 5	\$450 \$650 \$900 \$1,025 \$1,200 \$1,575 \$1,900 \$2,575	\$650 \$850 \$1,1000 \$1,225 \$1,400 \$1,975 \$2,300 \$2,975	
Ethernet Virtual Per Connection	Connectio	on (EVC	)				
Description	NRC.		12 Month	24 Month	36 Month	60 Montl	n Monthly Extension
Repeater, Each	\$250	)	\$400	\$375	\$325	\$300	\$475

Ethernet Virtual Connections (EVSs) are required for provisioning purposes only, and as such will not have a charge associated with them.

Nonrecurring charges will be waived for those customers selecting the 24, 36, or 60 month Term Payment Plan (TPP) period for new service.

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#### 5.4 Optical Rates and Charges (Continued)

Optional Charges	NRC	MRC
Additional MAC Addresses 1 - 51-100 MAC	\$70	\$5
addresses Service Order Cancellation - per location	\$200	
Expedite Order Charge - per location	\$300	
Service Order Change Charge (Applies to CIR Changes, EVC Changes and Configuration Chang	\$75 es, per location)	

# 5.5 <u>Term Pricing Plan</u>

- 5.5.1 The Term Pricing Plan provides for one, two, three or five year rate stabilization. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan.
- 5.5.2 Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.
- 5.5.3 The customer may choose to terminate an existing TPP before the end of the 12, 24, 36, or 60 month period and negotiate a new 12, 24, 36, or 60 month TPP only when the new TPP period is longer than the remaining period currently in effect. The new TPP must be based upon the rates that are currently in effect and available to all customers.
- 5.5.4 The customer must provide the Company with a written notice of intent to renew a TPP no later than 90 days prior to its expiration. If the customer elects not to renew the TPP, or does not notify the Company of the customer's intent to renew the TPP, the service will automatically be billed under the tariffed monthly extension rates in effect at the time that TPP expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a 12, 24, 36, or 60 month TPP. Nonrecurring charges will be waived at the time of conversion.

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### 5.5 Term Pricing Plan (Continued)

- 5.5.5 Any special construction charges incurred for services billed under a TPP will be applicable as provided for in Section I of this tariff.
- 5.5.6 If the customer terminates the TPP agreement prior to the expiration of the 12, 24, 36, or 60 month service term, the customer shall pay a termination charge. Payment of the termination charge does not release the customer from other previous amounts owed to the Company. In addition to any unpaid Special Construction or nonrecurring charges (excluding any waived charges), Termination Charges will be equal to one hundred (100%) of all recurring charges for the remaining months of the customer's Term
- 5.5.7 Customers may upgrade their CIR to a higher speed without incurring Termination Charges. In addition, customers may upgrade their Grade of Service (i.e. Silver to Gold) without incurring Termination Charges provided the upgrade does not include any reduction in the customer's existing CLR.
- 5.5.8 Customers may move their existing service to a new location without incurring Termination Charges provided all of the following conditions are met:
  - A. The customer maintains the existing TPP at the new location or establishes a new TPP equal to or greater than the old location;
  - B. During the TPP, a customer may move an OPTICAL METRO Service location to another premises in the same LATA and keep the TPP in force without assessment of Termination Charges, provided no lapse in billing occurs;
  - C. The customer's request for disconnect at the existing location and the request for service at the new location are received at the same time, and the customer's disconnect order for the existing service references the new connect order for the new service;
  - D. Moves of one location to a premise in a different serving office may result in a change in the monthly charges. Nonrecurring charges as appropriate are applicable.
  - E. If the customer moves more than one location of the service concurrently, the customer will be liable for Termination Charges, as this is considered a complete

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# 5.5 <u>Term Pricing Plan(Continued)</u>

disconnect of the service.

5.5.9 Optical Metro pricing may also be provided by an ICB process.

#### 5.6 Optical Metro Gigabit

Optical Metro Gigabit Service is a dedicated high capacity channel limited to the transport of data signals between customer locations. Optical Metro Gigabit provides for the transmission of serial data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). Optical Metro Gigabit is available in a point to point (node-to node) configuration. Optical Metro Gigabit may be used to provide Local Area Network (LAN) to LAN interconnection service through a transparent, native rate, interface; Optical Metro Gigabit Service can be used to seamlessly extend customer local area networks to off-site locations such as data centers, storage locations or satellite office locations within the same metro area. Applications that could be used with Optical Metro Gigabit Service include LAN-to-LAN connectivity, CAD/CAM file transfer, telemedicine and business continuity transport.

#### 5.6.1 <u>Regulations</u>

In addition to the regulations contained in this tariff, the following regulations apply to Optical Metro Gigabit.

- A. The services provided for Optical Metro Gigabit are primarily designed to meet the private line communications requirements of business customers, i.e., non inter-exchange carriers.
- B. Service Interruption
  - I. A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by the Company result in the complete loss of service to the customer. An interruption period starts when an inoperative service is reported to the Company and the Company confirms that continuity has been lost, and ends when the service becomes operative.

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# 5.6.1 <u>Regulations (continued)</u>

- 2. In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of I0/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.
- 3. The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.
- 4. A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service wider this tariff or in the event that the protective controls applied by the Company result in the complete loss of service to the customer. An interruption period starts when an inoperative service is reported to the Company and the Company confirms that continuity has been lost, and ends when the service becomes operative.
- 5. In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of IO seconds or more as follows: the credit shall be at the rate of I0/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed I 00% of the applicable monthly rates.

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#### 5.6 Optical Metro Gigabit (Continued)

#### 5.6.1 <u>Regulations (Continued)</u>

# 8. <u>Service Interruption (Continued)</u>

6. The Company's failure to provide or maintain services under this tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

# C. <u>Service Level Agreement - Protection Options</u>

A Service Level Agreement (SLA) is offered with fully-protected Optical Metro Gigabit Service, which provides the customer with a performance commitment that includes a service credit if the service does not perform as described. An SLA of 99.999% Service Availability performance is offered on a Optical Metro Gigabit circuit with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the circuit).

- I. SLA's are applicable to customers who purchase Equipment Plus Fiber Path Protection with Alternate Wire Center Path Protection or Equipment Plus Fiber Path Protection with Local Channel Path Protection on both ends of a circuit (both local channels), as well as Inter-Wire Center Path Protection, when applicable.
- 2. If this SLA is not met, or if there is any single event of unavailability of service of 10 seconds or more, the customer will be entitled to a credit equal to 100% of the monthly rate for the circuit. Only one such credit in a billing period will apply.
- 3. In order to qualify for this credit, the event causing the unavailability must be determined by the Company to be in its network and the failure occurred in that part of the service with Protection.

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### 5.6 Optical Metro Gigabit (Continued)

# 5.6.1 <u>Regulations (Continued)</u>

# C. <u>Service Level Agreement - Protection Options (Continued)</u>

- 4. SLA adjustments are not available in the event of a cable cut in any unprotected portion of the Optical Metro Gigabit Service fiber path or due to customer-requested modifications to the service that may require downtime.
- 5. The customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level.
- 6. The customer must request a service credit within 25 calendar days after the unavailability even occurred.

# 5.6.2 Provision of Service

- A. Reserved for future
- B. The customer provided equipment (CPE) must deliver the data signals for Optical Metro Gigabit transport within the industry specification for the subscribed data service.
- C. Optical Metro Gigabit provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.
- D. Optical Metro Gigabit is designed to provide connectivity at the discrete bit rate of I Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.
- E. The provision of Optical Metro Gigabit service is subject to the availability and operational limitations of the equipment and associated facilities. In the event that suitable facilities are not available or modifications to existing facilities are required, Special Construction Charges may be applicable.

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#### 5.6 Optical Metro Gigabit (Continued)

- 5.6.2 <u>Provision of Service (Continued)</u>
  - F. Repeaters (circuit regenerators) will be located in Company wire centers as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes).
  - G. Additional repeaters (circuit regenerators) may be required on the diverse or alternately routed path when Protection Options are ordered by the customer. The need for repeaters on the protected path will be determined by the Company. Additional charges will apply.
  - H. Interoffice Channel Mileage charges are applicable on both paths of the Optical Metro Gigabit Service when any of the Protection Options are ordered.

# 5.6.3. Channel Types

A one (1) Gbps Optical Metro Gigabit channel: a dedicated high capacity channel, limited to the transport of data signals between customer stations. Optical Metro Gigabit service provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3). Node-to-Node Service is the provision of Optical Metro Gigabit service between two customers' designated premises (nodes). Each node-to node service arrangement consists of the channel interfaces at the customer premises and the fiber optic facilities between nodes.

# 5.6.4. Service Components

#### Local Distribution Channel (LDC)

The LDC is the channel between a customer's premises and the serving wire center that normally provides service to that customer's premises.

# Interoffice Channel Mileage (ICM)

ICM is defined as the component of the service between two company serving wire centers. The serving wire centers may be located in the same exchange area or in two different exchange areas.

Interoffice channel mileage charges include a fixed charge, and a per mile charge, which is

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#### 5.6 Optical Metro Gigabit (continued)

#### 5.6.4. Service Components (continued)

based on the vertical and horizontal (V-1-1) distance between serving wire centers, a serving wire center and a digital hub, between digital or NRS hubs, or between exchanges, measured in whole miles. Fractional miles are rounded to the next whole mile.

#### Repeater (RPTR)

A Repeater (circuit regenerator) may be used to extend the transmission of Optical Metro Gigabit signals (service) when necessary. In addition, the first repeater in any multirepeater circuit will be used for service alarming and monitoring purposes.

# **Diversity Options**

Optical Metro Gigabit Service offers three Route Diversity options. They are Local Channel Diversity, Inter-Wire Center Diversity, and Alternate Wire Center Diversity. Each is described more fully in paragraph 6, following. End to end diversity can be achieved by coupling alternate wire center diversity with inter-wire center diversity.

#### Protection Options

Optical Metro Gigabit Service offers the following Protection Options: Equipment Only Protection, Equipment Plus Fiber Path Protection, Inter-Wire Center Path Protection, and Power Protection. Protection Options provide additional levels offer liability to Optical Metro Gigabit Service.

All basic service configurations provide a full duplex service, as a two-way simultaneous transmission. There is one basic type of Optical Metro Gigabit Service configuration:

Node-to-Node Service (two-point) Service. Optical Metro Gigabit services from a customer data hub location to multiple points, or multiple Optical Metro Gigabit services between two customer data hub locations are merely aggregated Node-to-Node services. A Node-to-Node configuration connects two customer designated premises either interor intra-wire center.

## **Diversity Options**

Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. End-to-end diversity can be achieved by coupling Alternative Wire Center Diversity with Inter-Wire Center Diversity. Diversity Options are only available to customers with service installed after March 15, 2004. Optical Metro Gigabit offers three diversity options:

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# 5.6 Optical Metro Gigabit (continued)

#### 5.6.4. Service Components (continued)

# Local Channel Diversity (LCD)

Local Channel Diversity provides for a transmission path between a designated customer premise and the standard serving wire center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations. With this arrangement, one or more local distribution channels will be provisioned over a standard route and one or more local distribution channels will be provisioned over a diverse route. Local channel diversity does not provide for full diversity; it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for the construction of dual entrance facilities into the customer's premises, at the customer's expense.

# Inter- Wire Center Diversity OWCD)

Inter-Wire Center Diversity arrangements presume that each end of a Optical Metro Gigabit local distribution channel is served out of a different serving wire center (SWC). This arrangement provides a transmission path for the Optical Metro Gigabit local distribution channels between the customer's designated SWC and the serving wire center at the distant end of the circuit, over a transmission path that is separate from the standard transmission path between the two wire centers. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit path of the diversely routed Optical Metro Gigabit Service.

Inter-Wire Center Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations. In this scenario, the customer mayor may not already have a Optical Metro Gigabit local distribution channel operating over the normal (or standard) inter-office route. Inter-wire center diversity does not provide for full diversity; it only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be coupled with Inter-Wire Center Diversity. Additionally, arrangements must be made for the construction of dual entrance facilities at the customer's premises, at the customer's expense.

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# 5.6 Optical Metro Gigabit (continued)

#### 5.6.4. Service Components (continued)

#### Alternate Wire Center Diversity (AWCD)

Alternate Wire Center Diversity is for the local loop only. It provides a local channel transmission path for Optical Metro Gigabit service between the customer's designated premises and a wire center that is not the normal (or standard) serving wire center. The Company will choose the alternate wire center closest to the customer's designated premises that is capable of providing Optical Metro Gigabit Service over the alternate route. Alternate Wire Center Diversity does not require the purchase of two Optical Metro Gigabit Services by (or for the benefit of) the same customer, nor does it require the customer to have an existing Optical Metro Gigabit circuit operating over the normal (or standard) route to the normal (or standard) serving wire center. With this arrangement, one or more local distribution channels will be provisioned over the alternate route. If a customer desires full diversity, arrangements must be made for the construction of dual entrance facilities into the customer's premises, at the customer's expense.

#### Protection Options

In addition to charges for the various Protection Options, normal charges for the Local Distribution Channel and Interoffice Channel Mileage will apply. Protection Options provide additional levels of reliability to Optical Metro Gigabit Service. There are multiple options for Protection at each end of a two point circuit. The options at each end do not need to  $\cdot$  be the same, but both ends must include some form of Protection, for any to be offered. A Optical Metro Gigabit circuit cannot include Protection at only one end. Optical Metro Gigabit offers the following Protection Options:

#### Equipment Only Protection (EOP)

Equipment Only Protection offers a network design where one Optical Metro Gigabit signal will be routed down two different fiber pairs that co-exist in the same cable and conduit structure, and Terminate at the customer's premise in the same device (but into separate and distinct modules). Protection switching will occur between the two modules if necessary. Should one fiber pair or network element become defective, service will be maintained through 50 millisecond protection switching within the network terminating equipment (NT E) at the customer's demarcation point. If both fiber pairs are cut, an Out Of Service condition will result. This form of protection can only be ordered per loop (per end) for each circuit the customer wishes to protect.

#### Equipment Plus Fiber Path Protection

Equipment Plus Fiber Path Protection offers varying degrees of path protection for each Terminating end of the circuit. For circuits that are served by different wire centers, Equipment Plus Fiber Path Protection may be combined with Inter-Wire Center Path Protection, to ensure a fully-protected circuit.

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# 5.6 Optical Metro Gigabit (continued)

# 5.6.4. Service Components (continued)

## Alternate Wire Center Path Protection (AWCPP)

One Optical Metro Gigabit (1Gbps) signal will be routed over one fiber pair of the protected circuit from the customer's premise to the normal serving wire center, and a duplicate Optical Metro Gigabit (1Gbps) signal will be routed over a diversely routed fiber pair to the Alternate Wire Center selected by the Company. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed in those instances where there is not a minimum separation of 10 feet between paths. The customer can also select Equipment Only Protection for an inter-office segment where facilities are not available. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a customer desires full path diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

Equipment with Fiber plus protection

#### Local Channel Path Protection (LCPP)

The two fiber pairs of the protected service will be routed diversely to the normal serving wire center. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a customer desires full path diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

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#### 5.6 Optical Metro Gigabit (continued)

# 5.6.4. Service Components (continued)

## Inter- Wire Center Path Protection (IWCPP)

Each fiber pair is routed through different Central Offices between the two serving wire centers, or between the standard serving wire center and an alternate serving wire center. Inter-Wire Center Protection begins at the first manhole out of the Central Office. If only the two serving wire centers are involved, the two fiber pairs will be routed down two fiber paths that are separated by at least 10 feet. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. The customer will receive Equipment Only Protection for an inter-office segment where facilities are not available. If an equipment failure or fiber cable cut occurs on one of the interoffice routes, the circuit will be switched to the alternate path in 50 milliseconds or less. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit paths of both protected fiber pairs.

#### Power Protection (PP)

Power Protection provides customers with battery back-up for up to eight (8) hours to maintain Optical Metro Gigabit equipment in case of an AC power failure. Power Protection is provided on a per rack or cabinet basis, and customers in a multi-tenant building will require separate equipment and bays dedicated to each customer. Power Protection is not available for installations using a wall mounted cabinet. The Company will determine the appropriate number of service element charges to apply based on how the customer's circuit(s) is (are)designed.

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# SECTION 5 - OPTICAL SERVICES {Continued}

# 5.7 Rates and Charges

Rates and Charges

LDC-Local				
Distribution Channel	Monthly Rate		Local Channel Path Protection	
One Year Term	3300		One Year Term	1825
Two Year Term	3100		Two Year Term	1650
Three Year Term	2850		Three Year Term	1425
Five Year Term	2500		Five Year Term	1225
Monthly Extension	3800		Monthly Extension	2190
ICM- Interoffice			Per	
Channel Mileage			Premise	
Fixed			Power Protection	
One Year Term	250		One Year Term	625
Two Year Term	225		Two Year Term	525
Three Year Term	200		Three Year Term	480
Five Year Term	100		Five Year Term	435
Monthly Extension	250		Monthly Extension	700
			Per	
Per Mile			Circuit	
One Year Term	125		Inter - Wire Center Path Protection	
Two Year Term	115		One Year Term	375
Three Year Term	100		Two Year Term	200
Five Year Tem1	75		Three Year Term	150
Monthly Extension	125		Five Year Term	475
			Monthly Extension	475
	Non R	ecurring	g Diversity Options Charges	
			Per Each LDC	1500
Local Channel				
Diversity				
One Year Term	750	Diversi	ity <u>Options</u>	
Two Year Term	750	Per Each Wire Center Termination		
		Local (	Channel, Inter-Wire Center	

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# 5.7 Rates and Charges (continued)

Three Year Term	750	Alternate Wire Center	N/A
Five Year Term	750		
Monthly Extension	750	Protection Options	
		Per Terminating end	
Inter-Wire Center			
Diversity		Equipment Only	
Diversity		Equipment Plus Fiber Path	
One Year Term	500	Protection with	625
One real renni	500	Alternate Wire Center Path	020
Two Year Term	500	Protection or	1400
Two Tear Term	500	Local Channel Path	
Three Year Term	500	Protection	1225
Five Year Term	500		
Monthly Extension	500	Per Cabinet or rack	
		Power Protection	475
Alternate Wire Center			
Diversity			
One Year Term	1200	Per Circuit	
Two Year Term	1200	Inter-Wire Center Path Protection	625
Three Year Term	1200		
Five Year Term	1200		
Monthly Extension	1200		
Repeater			
One Year Term	2400		
Two Year Term	1700		
Three Year Term	1150		
Five Year Term	850		
Monthly Extension	2500		
Protection Options			
Per Terminating end			
Equipment Only Protection			
One Year Term	1375		
Two Year Term	1225		
Three Year Term	1050		
inter i cui i cim	1050		

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#### 5.7 Rates and Charges (continued)

Five Year Term	900		
Monthly Extension	1500		
Equipment Protection with			
Alternate Wire	Center	Path	
Protection			
One Year Term	2050		
Two Year Term	1840		
Three Year Term	1600		
Five Year Term	1400		
Monthly Extension	2460		

(1) Inter-Wire Center Path Protection must be ordered in conjunction with an Equipment Protection option at each end of the circuit.

#### 5.7.1 <u>Terms</u>

A. The Term Pricing Plan provides the customer with rate stabilization for the specific term period selected. Decreases in Term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan. The Company will notify customers participating in a Term Pricing Plan when Term monthly recurring rates are decreased. Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

- B. The customer may choose to terminate an existing Term Pricing Plan before the end of the one, two, three or five year period and negotiate a new one, two, three or five year Term Pricing Plan. The new Term Pricing Plan must be based upon the rates that are currently in effect and available to all customers.
- C. The customer must provide the Company with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If the customer elects not to renew the Term Pricing Plan, or does not notify the Company of the customer's intent to renew the Term Pricing Plan, the service win automatically be billed under the tariffed monthly extension rates in effect at the time the Term Pricing Plan expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a one, two, three or five year Term Pricing Plan. Nonrecurring charges will be

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# 5.7.1 Terms (continued)

waived at the time of conversion.

D. Upon completion of a TPP, a customer's service will 1 automatically convert to the monthly extension rates unless the customer requests a new TPP. No customer shall purchase Optical Metro Gigabit on a month-to-month basis prior to the completion of a TPP.

#### E. <u>Termination Liability</u>

Customers requesting the termination of a Term Pricing Plan prior to the expiration date, excluding Term Pricing Plans terminated as a result of renegotiations, win be charged a Termination charge. The termination charge shall be: An unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus one hundred (I 00) percent of all recurring charges for the remaining months of the customer's term. Customers will be permitted to upgrade to a higher-speed service provided by the Company without incurring Termination Charges, given the following conditions are met: an upgrade is considered an increase in speed or capacity when comparing Optical Metro Gigabit Service to the new service. The customer must issue a disconnect order for the existing Optical Metro Gigabit Service and place a service order for the new, higher-speed service, such that there is no more than 30 days overlap in service. The same customer locations must be utilized for the new, higher-speed service. The expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing Optical Metro Gigabit Service.

#### F. Cancellation and Deferment of Start of Service Charge

Cancellation charges apply if the service order request is canceled in whole or in part prior to complete installation or start of service. The applicant is responsible for payment of the non-recoverable expenses (consisting of the loss on equipment and facilities installed or in the process of being installed, the installation labor, cost of removal and other expense factors involved) incurred by the Company in connection with the order. Installation is considered to have started when, following receipt of the order, the Company incurs any expense in connection therewith or in preparation therefore which would not use have been incurred. Charges are also applicable for deferment of start of service at the customer's request beyond one month.

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## 5.7.1 Terms (continued)

## G. <u>Waiver of Non-Recurring Charges</u>

Upon three (3) business days notice to the DPUC, the Company may periodically offer promotional campaigns. As a condition of the waiver, the customer shall be required to commit to a minimum service period than the period, which period may vary depending on the extent of the waiver and competitive conditions. If the customer changes or discontinues this service prior to the end of the contracted period, the customer will be liable for the present worth of the remaining monthly charges.

# H. Moves

A customer may move one Local Distribution Channel of a Optical Metro Gigabit Service during their TPP Term to another premises in the same LATA and keep the Term Plan in force (without assessment of Early Termination Liability), provided no lapse in billing occurs. Moves of one Channel Termination to a premises in a different serving office (SWC) may result in a change in the monthly charges. Standard non-recurring charges as appropriate are applicable. If appropriate facilities are not available at the new location, Special Construction charges may apply. If the customer moves both ends of the service concurrently-the customer will be liable for Termination Liability charges as this is considered a complete disconnection of the service.

Customers will be permitted to move one end of a Optical Metro Gigabit Service to another location, without incurring Termination Charges, given the following conditions are met: The customer must issue a disconnect order for the existing location and place a new service order for Optical Metro Gigabit Service at the new location. Termination Charges for the existing location will be waived. Standard nonrecurring charges to install Optical Metro Gigabit Service as a new circuit will apply. Negotiated down time will apply, as the new circuit will need to be designed and installed.

The term of the new contract must be equal to or greater than the remaining time left on the existing Optical Metro Gigabit contract. The existing Optical Metro Gigabit Service must have been in service for a minimum period of 12 months for a 2 year contract, 15 months for a 3-year contract or 18 months for a 5 year contract. Existing Optical Metro Gigabit Service with I-year contracts will not be eligible for this Moves option. Moves are contingent on availability of fiber from premise to premise. Other Special Construction charges, as necessary, may apply.

5.7.2 Optical Metro Gigabit Service may also be provided by ICB Pricing.

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# SECTION 6 - PRIVATE LINE

Private Line Service allows the Customer to connect two locations with private dedicated service at one of a number of transmission speeds.

# **DSI** Service

DS1 Private Line (DSI) is a channel for the transmission of nominal 1.544 Mbps, isochronous serial data. The actual bit rate and framing format is a function of the channel interface selected by the customer. DS I Service has the equivalent capacity of 24 Voice Grade services or 24 DSO services. OSI channels are provisioned, 1) between customer and designated Premises, 2) between a customer designated Premises and a Company POP (where DS I Multiplexing is performed), 3) between a customer designated premises and an DS1 Multiplexing is performed), and 4) as a Service-to-Service Through Connect Arrangement with another DS1 circuit. Fractional OS I Private Line is not available. When a single OSI is ordered to be terminated at a customer's designated Carrier's all-digital POP which requires a minimum digital inter-face level of Mbps, Company will provide the required interface to the Carrier where facilities are available.

# **OCN Service**

Optical SONET Services are provided in accordance with ANSI Standard Tl.105. OC-3 Service operates at 155.520 Mbps and is configured with 3 separate STS-1 signaling paths. OC-3C Service operates at 155.520 Mbps and is configured with I STS-3C signaling path (or 3 concatenated STS-1 signaling paths). OC-12 Service operates at 622.080 Mbps with 12 separate STS-1 signaling paths. OC-12C Service operates at 622.080 Mbps with I STS-12C signaling path (or 4 separate STS-3C signaling paths). OC-48 Service operates at 9953.280 Mbps and is configured with 48 separate STS-1 signaling paths.

#### 6.1 Special Construction

Special construction or arrangement of facilities may be undertaken on an Individual case basis. Special Construction may be considered:

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# SECTION 6 - PRIVATE LINE (CONTINUED)

### 6.1 Special Construction (continued)

- (a) where facilities are not presently available,
- (b) where the service is of a type other than that which the Company would normally utilize in the furnishing of its service;
- (c) where the service is requested over a route other than that which the Company would normally utilize in the furnishing of its services;
- (d) where the service is in a quantity greater than that which the Company would normally provide;
- (e) where service is requested on an expedited basis
- (t) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves additional costs; or
- (h) where service is requested in advance of the Company's normal construction schedule.

# Time and Material Service

This service provides for the Labor and Material charges associated with installation, maintenance, testing and repair deemed to be associated with equipment and facilities not provided by the Company or deemed to be non-standard or non- routine.

The Company shall have no responsibility for the maintenance and repair of any kind with respect to equipment and facilities not provided by the Company. The Company will charge the Customer time, materials for any maintenance visits with respect to service problems which are determined to arise from equipment or facilities not provided by the Company.

When a Customer reports a trouble to the Company for clearance and no trouble is found in the Company's facilities, the Customer shall be responsible for payment of Time and Materials Charges for the period of time from when the Company personnel were dispatched to the Customer's premises to when the work is completed. Failure of Company personnel to find trouble in Company facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.

If the Customer, after being informed that the trouble is not in Company facilities, wishes to have the maintenance work performed by Company, and the Company agrees to perform the work, the Time and Material Charges will apply.

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases Time and Material Charges will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours , additional charges may apply.

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# **SECTION 6 - PRIVATE LINE (CONTINUED)**

- 6.2 <u>Special Construction (continued)</u>
  - 6.1.2 Rate Schedules All Private Line Service rates and charges are priced on an individual case ("ICB") basis.
  - 6.1.3 Early Termination Customer will be responsible for 100% of the remaining contract value on all private line services.

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# **SECTION 7 - SPECIALIZED SERVICE ARRANGEMENTS**

# 7.1 Customized Service Packages

Customized service packages and competitive pricing packages may be furnished at negotiated rates on a case-by-case basis 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 Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All specialized pricing arrangements are subject to Commission review.

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# **SECTION 8 - RESERVED FOR FUTURE USE**

# 8.1 <u>Reserved for Future Use</u>

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