

STRATUS NETWORKS, INC. (T)

Idaho PUC No. 1
1st Revised Sheet 1
Cancels Original Sheet 1

Interexchange Service

TITLE SHEET

STRATUS NETWORKS, INC.

(T)

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Stratus Networks, Inc. with principal offices at 4700 N. (T) Prospect Road, Peoria Heights, IL 61616. This tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: March 7, 2013

By: Kevin Morgan, President
Stratus Networks, Inc. (T)
4700 N. Prospect Road, Suite 2008
Peoria Heights, IL 61616

Effective: March 17, 2013
Idaho Public Utilities Commission
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Boise, Idaho

Interexchange ServiceCHECK SHEET

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

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Interexchange Service

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SYMBOLS

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

- C - To Signify Change in Regulation
- D - To Signify Discontinued Rate or Regulation
- I - To Signify Rate Increase
- M - To Signify Text Moved From Another Tariff Location
- N - To Signify New Rate or Regulation
- R - To Signify Rate Reduction
- T - To Signify Change In Text But No Change In Rate Or Regulation

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
- D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just new revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Stratus Networks, Inc., unless specifically stated otherwise. (T)

Company - Stratus Networks, Inc. also referred to as "Carrier." (T)

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

Disconnect - The disabling of circuitry preventing outgoing and incoming toll communication service provided by Carrier.

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1.1 Definitions: (continued)

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

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., everyday; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

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

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

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SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis (30 days) and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

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2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.3 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Carrier.

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2.4 Limitation of Liability (continued)

2.4.4 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.5 The language set forth in this Section does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

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2.6 Customer Responsibility

2.6.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.

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2.6.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6.3 Deposits

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to be held as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to twice the estimated average monthly usage charges and/or the monthly recurring charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all Carrier bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

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2.6.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act or omission of the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order for a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

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2.6.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier.

2.6.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. Customers will be charged a late payment penalty as set forth in Section 4.6 of this tariff.
- G. Customers will be charged on all checks returned to Carrier by the issuing entity.

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2.6.7 Application of Charges

The charge for service are those in effect for the period that service is furnished. If the charges for a period covered by a bill change after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.7 Carrier Responsibility

2.7.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.
- D. Customers should notify the Company of a dispute over charges or to receive credits. Corrections in billing shall be made in accordance with IDAPA 31.41.01, Rule 204.02. Carrier will try its best to resolve any disputes properly brought to its attention. Unresolved disputes may be directed to the attention of the Commission.

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2.7 Carrier Responsibility

2.7.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.7.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.7.4 Fractional Credit

Credit for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period is divided by thirty days and the resultant fraction is then multiplied by the monthly charge to arrive at the credit amount.

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2.7.5 Customer Complaint Procedure

Carrier will resolve any disputes brought to its attention through its Customer Service Representatives which can be reach via a toll free telephone number which will be stated on all customer bills.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill. Service shall not be disconnected for nonpayment of the disputed portion of the bill.

2.8 Taxes, Surcharges and Utility Fees

Customer is responsible for the payment of all federal, state and local taxes, surcharges, utility fees, or other similar fees (i.e., gross receipts tax, sales tax, municipal utilities tax, 911 surcharges or fees) that may be levied by a governing body or bodies in conjunction with or as a result of the service furnished under this Tariff. These charges will appear as separate line items on the Customer's bill and are not included in the rates contained in this Tariff. There shall be added to the Customer's bill for service, an additional charge equal to the pro rata share of any occupation, franchise, business, license, excise privilege or other similar charge or tax, now or hereafter imposed upon the gross receipts or revenue of the Company by any municipal taxing body or municipal authority whether by statute, ordinance, law or otherwise, and whether presently due or to hereafter become due. The charge applicable to each Customer will appear as a separate line item on the Customer's regular monthly bill and shall be determined on a basis equal to the tax levied by each municipal taxing body or municipal authority.

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2.8.1 Municipal Franchise Fees

Residential, non-residential and point-to-point access lines provided pursuant to this tariff are subject to a municipal franchise fee as established for the city in which the end user of the access lines is located. The monthly recurring municipal charge will be equal to a monthly amount developed using criteria as recommended by the Customer's local municipality with information supplied to this local certificated telecommunications provider (CTP). The fee should be assessed as a per-line-charge on the end user bill. This municipal charge results from implementation of House Bill 1777 - Telecommunications Franchise Law which allows all municipalities to be compensated by CTPs for right-of-way usage. The fee has been developed and/or allocated across rate classifications according to local municipal guidelines.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day or any portion thereof that service is provided by Carrier after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Special Promotions

Special promotions may be offered by the Company from time to time. Special promotions will be submitted to the Commission for prior approval.

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3.8 Service Offerings

The Company will provide the following services:

3.8.1 Dedicated Access Services

Stratus Networks, Inc. Dedicated Access Services allows a Customer to access the (T) Company's long distance network via a dedicated channel connection between the customer premise equipment and the long distance switch.

A. Inbound Dedicated Service

Stratus Networks, Inc. Inbound Dedicated Service receives inbound Intrastate calls (T) on Dedicated Access Lines using 800 or 888 number(s).

B. Outbound Dedicated Service

Stratus Networks, Inc. Outbound Dedicated Service sends outbound intrastate calls (T) on Dedicated Access Lines by dialing "1+ ten digits" for interLATA.

3.8.2 Switched Access Services

Stratus Networks, Inc. Switched Access Service allows a customer to access the Company's (T) long distance network via FGD access.

A. Inbound Switched Service

Stratus Networks, Inc. Inbound Switched Service receives inbound Intrastate calls (T) on Switched Access Lines using Toll Free Numbers (800, 888, 877, 866, etc.) number(s).

B. Outbound Switched Service

Stratus Networks, Inc. Outbound Switched Service sends outbound Intrastate calls (T) on Switched Access Lines by dialing "1+ ten digits" for interLATA calls.

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3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via an 800 number and personal identification number issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers are provided to customers upon request at a per call charge.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are generally flat rated. If any usage charges are determined by the time of day rate periods and minutes of use within each rate period, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the increments stated in the individual product rate section. Partial usage will be rounded up to the next highest billing interval.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole cent.

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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 (T) duration a minimum of one cent (\$0.01) per call if the total amount of calls less than 18 seconds exceeds 10% of the Customer's total domestic traffic.

4.1.2 RESERVED FOR FUTURE USE.

4.1.3 Charge for Non-Billable Toll Free Calls

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 (T) \$0.02 charge for each non-billable call.

4.2 Rate Schedules

4.2.1 Inbound Intrastate Dedicated Service

Inbound Dedicated Service - \$0.15 per minute

4.2.2 Outbound Dedicated Intrastate Service

Outbound Dedicated Service - \$0.15 per minute

4.2.3 Inbound Switched Intrastate Service

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4.2 Rate Schedules (continued)

Inbound Switched Service - \$0.15 per minute

4.2.4 Outbound Switched Intrastate Service

Outbound Switched Service - \$0.15 per minute

4.3 Ancillary Charges

8xx Directory Assistance Features	NRC	MRC	Change Fee	Description
Query Fee	\$2.50 per call	N/A	N/A	Allows 8xx number 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

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4.3 Ancillary Charges (continued)

Other Ancillary Features	NRC	MRC	Change Fee	Description
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
Payphone Fee	N/A	\$0.75 per call	N/A	Surcharge on coinless payphone originated calls. Covers FCC designated PSP compensation and Stratus Networks administrative fees.
1+ Directory Assistance	N/A	\$0.95 per call	N/A	Allows ANIs to be listed in the National Directory Assistance database. Charge is applied to the calling party.

(T)

Originating Features	NRC	MRC	Change Fee	Description
Extended Call coverage Option 1	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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4.3 Ancillary Charges (continued)

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
Holiday 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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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. Currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

4.4 Inbound 8XX Service

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

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4.5 Directory Assistance

Directory Assistance is available to Customers of the Company. Stratus Networks, Inc. Shall (T) 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 (1) 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 Month	Price Per Attempt
0 to 20,000	\$.95
20,001 to 100,000	\$.85
100,001 to 250,000	\$.80
Greater than 250,000	\$.60
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 TDDs for communicating with hearing or speech impaired persons will receive, upon request, a discount for calls placed between TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs 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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4.6 Special Rates (continued)

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 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.59 shall apply to each coinless call which Stratus Networks, 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 with an Stratus Networks, Inc. calling card, collect calls and calls placed to 800 numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access Stratus Networks, Inc.'s 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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4.9 Return Check Charges

A fee of \$15.00 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

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 non-redundant 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:

- 10/100 Base T (100 Mbps)
- Gigabit Ethernet (1000 Base SX, 1000 Base LX/LH or 1000 Base ZXR)

Customers may connect any two or more locations together, as long as they are 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 of CIR 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 Regulations

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 Regulations (Continued)

- 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 10/100 Base T connection, and a total of 64 EVCs may be configured per 1 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 1 Gbps connection. Should the customer request more than 64 EVCs on a Basic Service 1 Gbps connection, or more than 63 EVCs on a Basic Plus Service 1 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 Regulations (Continued)

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 10/8640 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 (1) 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

1. 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 1 Mbps 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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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.

5.2.11 Customers will be permitted to move from a 10/1 00 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 10/100 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 Committed Information Rate (CIR)

CIR provides a committed level of transmission (or bandwidth) to the Connection. The customer can select a CIR from 5 Mbps to 1 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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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 OPT-EMAN 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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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

<u>Description</u>	<u>NRC</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>60 Month</u>	<u>Monthly Extension</u>
<u>Connection Per Customer Location</u>						
<u>Basic Service</u>						
10/100 Base T	\$1,925	\$780	\$750	\$650	\$575	\$925
Gigabit Ethernet	\$2,100	\$1,200	\$1,150	\$1,000	\$850	\$1,400
<u>Basic Plus Service</u>						
10/100 Base T	\$1,925	\$780	\$750	\$650	\$575	\$925
Gigabit Ethernet	\$2,100	\$1,200	\$1,150	\$1,000	\$850	\$1,400

<u>Description</u>	<u>NRC</u>	<u>Silver</u>	<u>Gold</u>
<u>Committed Information Rate (CIR)</u>			
<u>Mbps per port</u>			
5 Mbps	\$75	\$450	\$650
10 Mbps	\$75	\$650	\$850
20 Mbps	\$75	\$900	\$1,100
50 Mbps	\$75	\$1,025	\$1,225
100 Mbps	\$75	\$1,200	\$1,400
250 Mbps	\$75	\$1,575	\$1,975
500 Mbps	\$75	\$1,900	\$2,300
1000 Mbps	\$75	\$2,575	\$2,975

<u>Ethernet Virtual Connection (EVC)</u>			
<u>Per Connection</u>	\$0	\$0	\$0

<u>Description</u>	<u>NRC</u>	<u>12 Month</u>	<u>24 Month</u>	<u>36 Month</u>	<u>60 Month</u>	<u>Monthly Extension</u>
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! - 51-100 MAC addresses	\$70	\$5
Service Order Cancellation - per location	\$200	
Expedite Order Charge - per location	\$300	
Service Order Change Charge (Applies to CIR Changes, EVC Changes and Configuration Changes, per location)	\$75	

5.5 Term Pricing Plan

- 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 1 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 CIR.
- 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 Term Pricing Plan (Continued)

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 Regulations

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
 - 1. 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 Regulations (continued)

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 10/8640 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 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.
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 10 seconds or more as follows: the credit shall be at the rate of 10/8640 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.

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5.6 Optical Metro Gigabit (Continued)

5.6.1 Regulations (Continued)

B. Service Interruption (Continued)

- 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. Service Level Agreement - Protection Options

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).

- 1. 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 Regulations (Continued)

C. Service Level Agreement - Protection Options (Continued)

- 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 down time.
- 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 1 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 Provision of Service (Continued)

- 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-H) 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 multi-repeater 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 inter- or 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 may or 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 (A WCD)

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 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 (NTE) 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.

Equipment Plus Fiber Path Protection, with ...

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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 (1 Gbps) 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 (1 Gbps) 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 (TWCPP)

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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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
 Channel Mileage
 Fixed

		Per Premise 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 Mile

		Per Circuit Inter- Wire Center Path Protection	
One Year Term	125	One Year Term	375
Two Year Term	115	Two Year Term	200
Three Year Term	100	Three Year Term	150
Five Year Term	75	Five Year Term	475
Monthly Extension	125	Monthly Extension	475

Diversity Options

Local Channel
 Diversity

One Year Term	750
Two Year Term	750

Non Recurring
 Charges
 Per Each LDC 1500

Diversity Options
 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	<u>Protection Options</u>	
		Per Terminating end	
Inter-Wire Center Diversity		Equipment Only	
		Equipment Plus Fiber Path	
One Year Term	500	Protection with Alternate Wire Center Path	625
Two Year Term	500	Protection or Local Channel Path	1400
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		

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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 Terms

- 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 will 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 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. Termination Liability
Customers requesting the termination of a Term Pricing Plan prior to the expiration date, excluding Term Pricing Plans terminated as a result of renegotiations, will be charged a termination charge. The termination charge shall be:
An unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus one hundred (100) 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 thereof which would not 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. Waiver of Non-Recurring Charges

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 2year contract, 15 months for a 3-year contract or 18 months for a 5-year contract. Existing Optical Metro Gigabit Service with 1-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 Gibabit 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.

DS1 Service

DS1 Private Line (DS1) 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 1 Service has the equivalent capacity of 24 Voice Grade services or 24 DSO services. DS1 channels are provisioned, 1) between customer and designated Premises, 2) between a customer designated Premises and a Company POP (where DS1 Multiplexing is performed), 3) between a customer designated premises and an DS3 Multiplexing is performed), and 4) as a Service-to-Service Through Connect Arrangement with another DS1 circuit. Fractional DS1 Private Line is not available. When a single DS1 is ordered to be terminated at a customer's designated Carrier's all-digital POP which requires a minimum digital interface level of Mbps, Company will provide the required interface to the Carrier where facilities are available. For this connection, Company will require the Carrier to procure a minimum of a DS3-level Private Line entrance facility (or channel termination) from their POP to the Company POP.

DS3 Service

DS3 Private Line (DS3) is a channel for the transmission of nominal 44.736 Mbps, isochronous serial data. DS3 circuits are provisioned, 1)between customer designated premises, 2) between a customer designated premises and a Company POP (where DS3 Multiplexing is performed), 3) between a customer designated premises and 4) as a Service-to-Service Through Connect Arrangement with another DS3 circuit.

OC-N Service

Optical SONET Services are provided in accordance with ANSI Standard T1.105. 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 1 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 1 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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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
- (f) where service is requested on a temporary basis until permanent facilities are available;
- (g) where the service requested involves abnormal 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,

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6.1 Special Construction (continued)

but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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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