

****PUBLIC VERSION****

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

In the Matter of the Application of Wisper ISP, Inc.)
for a Certificate of Convenience and Authority to)
Provide Competitive Local Exchange Service) Docket No. 19- WIIZ - 280 -COC
Within the State of Kansas.)

APPLICATION FOR CERTIFICATE OF AUTHORITY

Comes now Wisper ISP, Inc. (“Wisper”), an Illinois corporation, by and through its counsel, Glenda L. Cafer and Kristopher E. Twomey, and files this application with the State Corporation Commission of the State of Kansas (“Commission” or “KCC”) seeking a certificate of public convenience and necessity to operate as a telecommunications carrier providing competitive local exchange service in the State of Kansas in the territory described specifically below, and making claim that public convenience will be thereby promoted. Applicant, for purposes of verification and in evidence of fitness to operate, offers the following information in support of this application:

1. Full, correct name (including d/b/a) of company, firm, association or corporation making this filing:

Wisper ISP, Inc.

2. Federal Identification Number:

32-0093643

3. Type of Certification requested by applicant:

☒ X Competitive Local Exchange Service (Combined Resale and Facilities-Based)

☐ Interexchange (long distance or toll) Service (Combined Resale and Facilities-Based)

☐ Operator Services and Interexchange (toll) Service

☐ Resale

☐ Facilities-based

☐ Combined Resale and Facilities-based

4. Address and telephone number for the principal office of the company and its local office (if any), including 800 customer service number:

**Wisper ISP, Inc.
9711 Fuesser Road
Mascoutah, IL 62258
Toll-free: (800)765-7772**

Wisper does not currently maintain an office in Kansas but may open one in the near future to support its planned operations in eastern Kansas.

5. If individually owned, name of individual doing business under above name:

Wisper is an Illinois corporation. See Item # 13 for ownership information.

6. Requested service territory:

Wisper requests local exchange carrier authority in all AT&T and CenturyLink exchanges in Kansas and all rural exchanges that are no longer subject to the protection of the rural exemption guidelines, pursuant to K.S.A. 66-2004(e).

7. Name, title, address telephone number and email address of person preparing this application.

**Glenda L. Cafer, Attorney
Cafer Pemberton LLC
3321 SW 6th Avenue
Topeka, KS 66606
Office: (785)271-9991
Email: glenda@caferlaw.com**

**Kristopher E. Twomey, Attorney
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, DC 20006
Office: (202)681-1850
Fax: (202)517-9175
Email: kris@lokt.net**

8. Name, title, address, telephone number and email address of Commission/Industry Relations contact:

**Mark Albertyn
Chief Financial Officer
9711 Fuesser Road
Mascoutah, IL 62258
Office: (800)765-7772 x 1060
malbertyn@wisperisp.com**

9. Organizational Information:

OFFICERS

Line No.	Title (a)	Name (b)	Address (c)
1	Chief Executive Officer	Nathan Stooke	9711 Fuesser Road Mascoutah, IL 62258
2	Chief Financial Officer	Mark Albertyn	9711 Fuesser Road Mascoutah, IL 62258
3	Chief Technical Officer	Ian Ellison	9711 Fuesser Road Mascoutah, IL 62258

If incorporated, list information concerning company directors:

LIST OF DIRECTORS

Line No.	Name of Director	Address	Term Began	Term Expires	Shares of Common Stock
(a)	(b)	(c)	(d)	(e)	(f)
1	Nathan Stooke	9711 Fuesser Road Mascoutah, IL 62258	2007	N/A	10,000,000

10. Description of Applicant's operations:

- A. Applicant's short run and long run growth plans for providing intrastate telecommunication service in Kansas:

See Exhibit 1

- B. Estimated number of company service personnel assigned to telephone service who will be located in Kansas during the time periods mentioned above:

See Exhibit 2

- C. Telecommunications equipment that will be deployed in the state and where will it be deployed over the period of time mentioned above:

See Exhibit 3

- D. Has any state or federal entity denied certification to your company or taken any enforcement action against your company's service operations (such as a fine or a Cease and Desist action)? If so, please explain.

No

- E. Provide a list of enforcement proceedings or criminal charges involving applicant or its principals in connection with the provision of telecommunications services within the last five (5) years anywhere in the United States including, but not limited to (this does not include actions for the collection of debts or domestic matters):

- injunctions
- cease and desist orders
- civil lawsuits
- consent decrees
- assurances of voluntary compliance
- civil investigative demands (CID's)
- subpoenas

No such actions have been taken against Wisper or any of its affiliates.

11. Applicant's Managerial Qualifications:

See Exhibit 4

12. Is your company currently providing telecommunications service in any other state? If so, please name the state(s), provide a description of your company's operations therein and list the approximate number of customers in each state.

Wisper currently provides broadband internet access and voice over internet protocol (VoIP) services in Illinois, Missouri, Oklahoma, and Kansas. The approximate number of customers in each state is

Illinois – 8,136

Missouri – 5886

Oklahoma – 756

Kansas – 213

Wisper does not provide any telecommunications services as currently defined by federal law, Federal Communications Commission regulations, Kansas law or Kansas Corporation Commission regulations.

13. Financial Information:

A. Stock

Line No.	Class of Stock Common Or Preferred etc.	No. of Shares Auth- orized by charter	No. of Shares Actually Sold	No. of Shares Can- celled	No. of Shares Held for Resale	No. of Shares Out- standing	Par Value per Share	Total Amount Outstanding per Fin. Stmt.	Dividends Declared During Year
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)
1	Common	20,000,000	10,000,000	0	5,000,000	5,000,000	\$0.0004	10,000,000	0
2	Preferred	50,000,000	0	0					0

B. List information concerning the stockholders holding the highest number of shares of stock:

LIST OF PRINCIPAL STOCKHOLDERS

Line No.	Name of Stockholder	Address	No. of Shares	No. of Votes	Total Par or Stated Value
(a)	(b)	(c)	(d)	(e)	(f)
1	Nathan T. Stooke	505 Amy Drive, O'Fallon, IL 62269	10,000,000	10,000,000	\$2,000

14. Applicant's Financial Qualifications: **See Exhibit 5**

- A. Comparative Income Statements for the immediately preceding three (3) year period (audited positive statements preferred).
- B. Balance Sheets for the immediately preceding three (3) year period (audited positive statements preferred).
- C. A forward-looking management narrative discussing any significant activity that may impact either the Income Statement or Balance Sheet provided.

15. State of incorporation and proof of incorporation in that state:

See Exhibit 6

16. Proof of registration with the Kansas Secretary of State:

See Exhibit 7

17. Name and telephone number of the contact person for customer service:

**Dustin Alligood
(800)765-7772 x 1040
dalligood@wisperisp.com**

18. Competitive Local Exchange (CLEC) applicants need to provide an interconnection or resale agreement with the incumbent local exchange carrier(s) for the service territory designated above, if consummated. Please indicate the docket number(s) and Commission approval date(s) for each:

Wisper has sought an adoption of an existing interconnection agreement with CenturyLink for its initial service area network. CenturyLink will be filing it with the Commission for approval. Additional interconnection agreements will be sought with AT&T Kansas and other ILECs as needed in the future for network expansion.

19. CLEC Applicants must provide a copy of the Company's proposed Intrastate Access tariff:

See Exhibit 8

20. Complete, sign and attach the KCC Telecommunications Carrier Code of Conduct form as part of this application:

See Exhibit 9

Respectfully submitted,

/s/ Glenda Cafer

Glenda L. Cafer (KS Bar #13342)
Cafer Pemberton LLC
3321 SW 6th Avenue
Topeka, KS 66606
Office: (785)271-9991
Fax: (785)233-3040
Email: glenda@caferlaw.com

A handwritten signature in black ink, appearing to read "Kristopher E. Twomey". The signature is fluid and cursive, with the first name "Kristopher" written in a larger, more prominent script than the last name "Twomey".

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, DC 20006
P: 202.681.1850/F: 202.517.9175
Email: kris@lokt.net

Exhibit 1
Initial Service Plan for Kansas

Wisper ISP, Inc. ("Wisper" or "Applicant") seeks the authority requested in this application to supplement its initial plans to deploy broadband internet in eastern Kansas. Applicant has received a Connect America Fund II ("CAF") II award to provide broadband and voice services to underserved areas in eastern Kansas. Wisper currently has an application pending to be approved as an eligible telecommunications carrier in Docket Number 19-WIIZ-225-ETC.

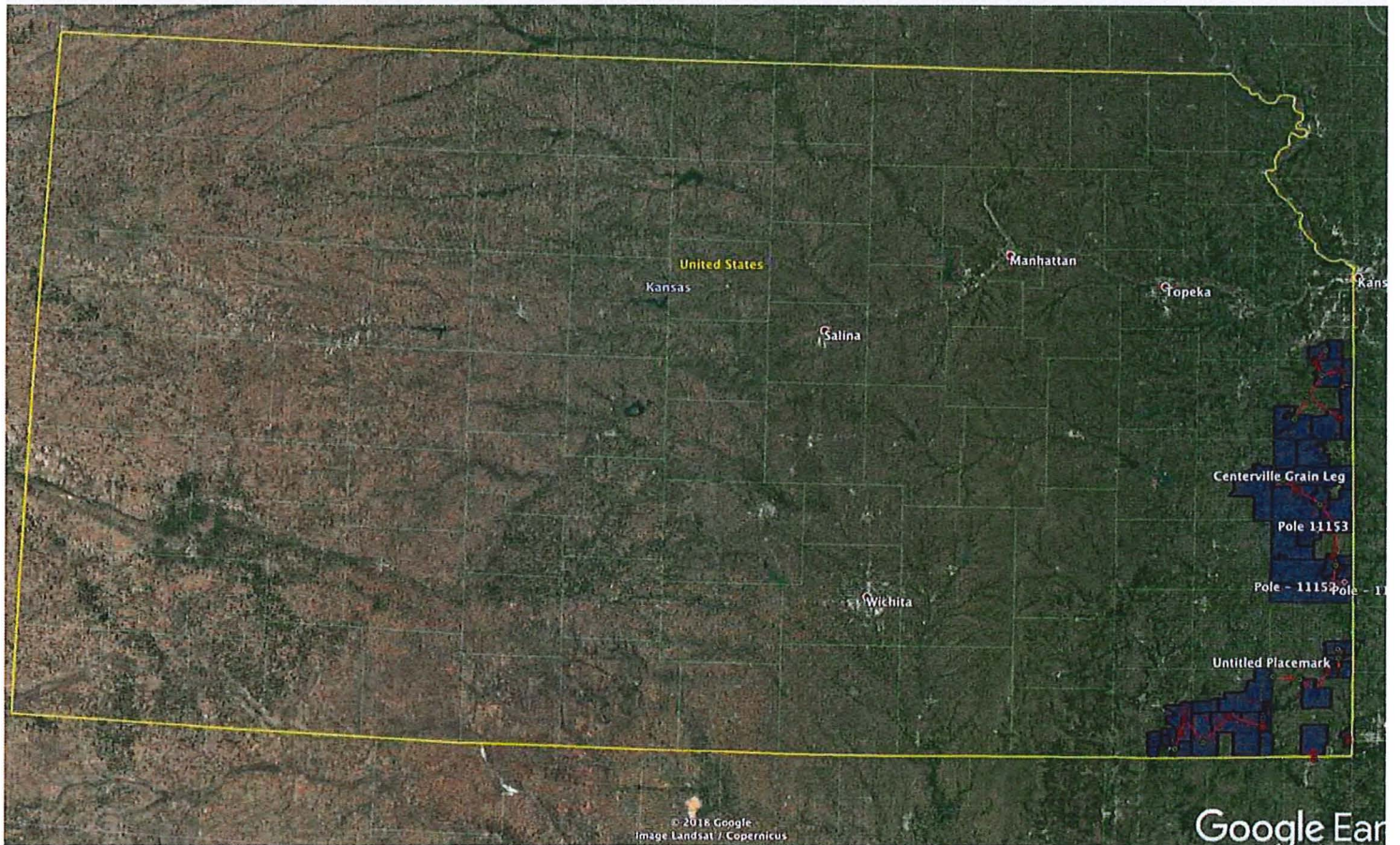
A map and initial deployment plans are attached as Exhibit 3. Wisper will provide wireless broadband internet and a variety of both regulated and unregulated voice services upon approval. Wisper expects its initial network build to be completed by the end of 2022. Applicant will then extend its network to serve additional residential, commercial, and municipal customers continuing its focus on underserved communities in Kansas.

Exhibit 2
Service Personnel in Kansas

Wisper estimates its initial network deployment in Kansas will require approximately 1,816 man hours of work to complete. In addition, Wisper will require sales and support services from employees in Kansas. Upon completion of its Connect America Fund II commitments, Wisper expects to continue to deploy network to underserved communities in Kansas and will likely require additional employees for those efforts.

Exhibit 3
Deployment Plan

Detailed Network Buildout Plan For Kansas



Last Updated: 11/5/2018 4:04:07 PM



Wisper was assigned 51 census block groups in Kansas with a total of 414 locations. These census block groups are in the Eastern side of Kansas. New infrastructure will be built to provide the Above Baseline – Low (15) service in this area. Multiple 3rd party middle mile fiber feeds will be used in conjunction with wireless backhaul to provide the backbone of the service. Wisper will either build or collocate on 37 towers. 65 Access Points will be used to provide last mile service to the locations. The entire state of Kansas will be built out by the first interim milestone being by the end of Year 3.

Kansas County Overview

County	Tier/Latency	CBG	Locations	Towers	Backhauls	Access Points	Build Costs	Man Hours	Annual Support
Anderson	Above Baseline - Low (15)	2	2						\$1,491
Bourbon	Above Baseline - Low (15)	8	57	7	7	11	\$370,863	448	\$18,571
Cherokee	Above Baseline - Low (15)	5	72	3	1	5	\$83,848	104	\$26,772
Crawford	Above Baseline - Low (15)	5	64	4	2	5	\$115,776	132	\$8,845
Johnson	Above Baseline - Low (15)	3	17	1	1	2	\$41,448	36	\$1,809
Labette	Above Baseline - Low (15)	7	39	7	6	15	\$286,100	362	\$20,404
Linn	Above Baseline - Low (15)	6	65	3	2	12	\$166,246	172	\$45,638
Miami	Above Baseline - Low (15)	6	31	8	7	6	\$250,716	328	\$14,303
Montgomery	Above Baseline - Low (15)	9	67	4	4	10	\$221,727	234	\$22,915
		51	414	37	30	66	\$1,536,724	1,816	\$160,748

Exhibit 4
Biographies of Management

Nathan Stooke- Owner/CEO

In the last 15 years, Nathan Stooke went from programming PCs to building Wisper into a successful multi-million-dollar company Based outside of St Louis, MO , Wisper now services Arkansas, Illinois, Kansas, Missouri, and Oklahoma. As CEO of Wisper, Nathan has provided high speed Internet service to tens of thousands of happy customers; many in rural areas where previous service providers had been spotty or nonexistent.

Stooke is a well-respected businessman in the St. Louis area; he was selected as a "Top 30 Under 30" by the St. Louis Business Journal and named on the list of the "Top 100 St. Louisans to Know" by the *St. Louis Small Business Monthly*. Last year *Stooke was named Top 100 for John C. Maxwell Awards*. In 2011, Stooke made the decision to put profit back into his network and he upgraded the entire infrastructure, giving current customers increased bandwidth at no additional cost. With a 96.6% customer satisfaction rating, his commitment to service has helped cultivate loyal customers as well as a dedicated workforce. Recently, Wisper was named one of the Top 20 Small Businesses in 2014 and one of the 50 Fastest-Growing companies in St. Louis by *St. Louis Small Business Monthly*.

Nathan credits his battle with Dyslexia and his competitive nature gleaned from hours of intense training, which earned him a spot on the U.S National Swim Team as his catalyst for success. His vision is to create standards in the wireless industry, establish Wisper as a household name, and continue to serve exceptional customers in rural and metropolitan communities.

Nathan was recently elected President of the Wireless Internet Service Provider Association (WISPA) board and is a founding member of the Dyslexic Advantage, an educational, scientific and charitable organization that improves the lives of those with Dyslexia. Stooke received his undergraduate degree and his MBA from Southern Illinois University at Carbondale.

Ian Ellison- CTO

Ian Ellison is the Chief Technology Officer for Wisper ISP, a role he has held since 2006.

Previously, he served as a Network Administrator for another internet provider. Ian got his start

in the internet industry by working for a dial-up company. Altogether, Ian brings 24 years of ISP operating experience and likes to give back to the industry by participating in several industry conferences as well as lending his expertise by teaching at Wisper University. Ian has a strong background in network engineering, systems administration and software design. Since 2009, Ian has also been a co-owner of a WISP in Southern IL which has allowed him to bring a unique mix of business and technical expertise to Wisper.

Mark Albertyn- CFO

Mark Albertyn is an accomplished professional with over 25 years of experience in the financial field and is a qualified Chartered Accountant (South Africa). Mark holds a Bachelor of Commerce Degree in Accounting from the University of Pretoria as well a post graduate Honors Degree and Certificate in the Theory of Accounting from the University of Pretoria. Mark has been with Wisper ISP since his appointment as the Chief Financial Officer in August 2017. Mark brings with him a wealth of experience gained in several different industries including the South African National Lottery, a top financial services group, Forex trading and training and his auditing and accounting profession days. Prior to joining Wisper, Mark was the CFO of the South African Qualifications Authority for over 11 years where he was responsible for managing and overseeing the budget, finances, procurement, statutory compliance and financial direction of the organization with its over 200 employees. Mark prides himself on his attention to detail and strong leadership and relationship skills which he employs to ensure that the business maintains a sound financial position.

Kylee Brown- HR Manager

Kylee Brown is a Human Resources professional who has been with Wisper ISP for 7 years in a dual role as an Administrative Assistant to the CEO and the HR Manager. Kylee believes that the key to any organization's success lie within the development and engagement of the employees and has had a key role in growing the company from 30 employees to 77 employees over the last 7 years. Prior to Wisper, Kylee worked as a Human Resource Generalist/Executive Assistant for a Defense contractor. During her time there, she was able to develop her interviewing and training skills due to the large amount of turnover that naturally occurs in the contracting world.

Kylee is a SHRM Member, previously attended Western Governors University and is actively working to achieve her PHR certification. She is also very involved in WISPA and helps organize the bi-annual industry conference.

David Gress- Facilities Manager

David Gress is the Facilities Manager for Wisper ISP. He has been with the company in a few key roles since 2006. Previously, he served as the Field Services Manager, Tower Manager and COO. Serving in these vital roles has helped provide David with a unique perspective and a very well-rounded background that helps him in his current role. David got his start in the internet industry by working for a dial-up/wireless company. His background is in programming. Altogether, David brings 16 years of ISP experience. David graduated from the University of Missouri-Columbia with a Bachelor's degree in Computer Science and minors in Mathematics and Economics.

Malinda Heuring- Marketing Manager

After spending 15 years working on program development, patient advocacy and fundraising in the nonprofit world, Heuring took the leap to the for-profit world as the Marketing Manager for Wisper ISP. Her grassroots knowledge and desire to help all customers fulfill an unmet need has helped Wisper grow even as budgets decreased. Malinda has spoken on multiple marketing and social media panels at various wireless industry conferences and is a regular guest speaker at two local Universities. Malinda holds a BA in communications and public relations with a minor in Journalism from McKendree College (now McKendree University) and attended graduate school in the Department of Mass Communications at the University of Illinois.

Dustin Alligood- Technical Support Manager

Dustin Alligood began working at Wisper in July of 2014. He was hired on as a Tier 1 Technical Support Representative. In 2016 he became a Tier 2 Technical Support Representative and in May of this year, he was promoted to the Technical Support Manager. Before Wisper, his previous work experience was in the customer service field. His main passion in life is to help others, and cybersecurity. He has a strong background in PC repair and network design. Dustin

graduated with his Bachelor's Degree from the University of Phoenix in 2011 majoring in Computer Science, with a Minor in Security.

Leah Edler- Reporting Manager

Leah Edler came to Wisper in 2013 after spending 5 years in the Medical Recording and Billing field. She quickly worked her way up from a Billing Specialist to a Billing Manager, where she spent 5 years assisting our customers with all of their Internet account needs. Recently, Leah has been promoted to the Finance department where she will serve as a Reporting Manager. Leah brings a very detailed approach to her work and love to analyze data to better improve the processes at Wisper. She is experienced in Customer Service, all aspects of the Billing process, Quickbooks and has a knack for creating policies and procedures that help grow the departments she is in. Leah previously attended Kaskaskia College in Centralia, IL.

Dario Mackins- Sales Manager

Dario Mackins is the current Sales Manager at Wisper ISP and has been with the company for 11 years. Previously, he was the Technical Support Manager and has held various other supporting positions as well. Dario has played a significant role in Wisper's success by helping to negotiate tower contracts, assisting in executing acquisition plans and developing Wisper's employees. During his tenure, Dario has helped grow the Wisper network from 1,500 subscribers to over 12,000. He holds an Associates in Applied Science for Information Technology from Southwestern Illinois College.

Dave Crabtree- Director of Business Development

Dave Crabtree is the Director of Business Development for Wisper ISP. Dave is a new addition to the team, having served the previous 18 years in the telecommunications industry, holding several roles including Business Account Executive, VP of Operations and Regional Manager. He has extensive experience with building and maintaining teams, contract negotiation, bidding, and developing strong, productive sales members. Dave has already spearheaded a MDU buildout campaign in our Central Missouri Network. Dave is also a previous business owner himself and brings that perspective to his work.

Josh Edler- Network Administrator

Josh Edler is the Network Administrator at Wisper ISP. Josh began his journey in the wireless industry in 2004 and has served in various roles such as Technical Support Manager and Networking Engineer III. Josh has a diverse skillset including network planning and design, troubleshooting, and configuration which helps him to effectively manage a large team across multiple locations. He has worked diligently to cultivate and maintain relationships with many of Wisper's manufacturers and vendors. Josh has also operated his own business building and repairing computers and doing network design and implementation for the last 14 years. He is currently studying for his Cisco Certified Network Associate (CCNA) at the University of Phoenix.

Richard Gorman- Operations Manager

Richard Gorman is the Operations Manager of Wisper ISP's Southwest Missouri location. Richard previously spent 5 years as the Director of Operations for a WISP that Wisper purchased. Prior to his time in the WISP industry, Richard spent 30 years in Customers Service and Management, consistently achieving recognition for increased sales and an exemplary safety record. Richard brings his customer service background to his current role, continually going above and beyond to ensure our customers receive the best service we can provide. He also has a background in law enforcement which brings a unique perspective to his current role. Richard studied Criminal Justice Administration at Missouri Southern State University.

Exhibit 5

Financial Statements and
Forward-looking Impacts on Financial Statements

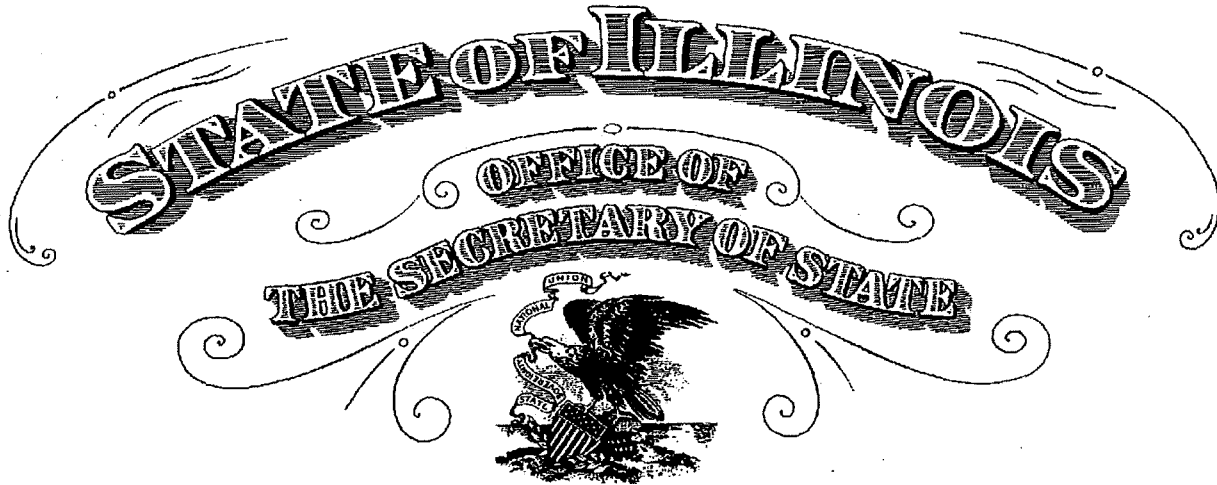
****PUBLIC VERSION****

This Exhibit contains proprietary commercial information, including private financial data that is not publicly available through other sources.

Exhibit 6
Illinois Bylaws and Certificate of
Good Standing

File Number

6308-268-6



To all to whom these Presents Shall Come, Greeting:

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

WISPER ISP, INC., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON SEPTEMBER 18, 2003, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 9TH
day of NOVEMBER A.D. 2018 .

Jesse White

SECRETARY OF STATE

Authentication #: 1831301948 verifiable until 11/09/2019

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

BY-LAWS
OF
WISPER ISP, INC.

ARTICLE I
OFFICES

Section 1. *Principal Office.* The principal office of the corporation in the State of Illinois shall be located in the Village of Shiloh and County of St. Clair. The corporation may have such other offices, either within or without the State of Illinois, as the business of the corporation may require from time to time.

Section 2. *Registered Office.* The registered office of the corporation required by the Illinois Business Corporation Act of 1983, as amended, to be maintained in the State of Illinois may be, but need not be, identical with the principal office in the State of Illinois, or at such place as the Board of Directors (hereinafter referred to as the "Board of Directors" or the "Board") shall determine from time to time.

ARTICLE II
SHAREHOLDERS

Section 1. *Annual Meetings.* An annual meeting of the shareholders shall be held on the 14th day of April of each year, or on such other date as the Board of Directors may designate, for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

Section 2. *Special Meetings.* Special meetings of the shareholders may be called either by the president, the Board of Directors or the holders of not less than 40% of all the outstanding shares of the corporation entitled to vote on the matter for which the meeting is called, upon notice by such holders to the secretary of the corporation.

Section 3. *Place of Meeting.* The Board of Directors may designate any place, either within or without the State of Illinois, as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the registered office of the agent of the corporation in the State of Illinois. A waiver of notice signed by all shareholders may designate any place, either within or without the State of Illinois, as the place for the holding of such meeting.

Section 4. *Meeting of All Shareholders.* If all of the shareholders shall meet at any time and place, either within or without the State of Illinois, and consent to the holding of a meeting at such time and place, such meeting shall be valid without call or notice, and at such meeting any

corporate action may be taken.

Section 5. *Closing of Transfer Books or Fixing of Record Date.* For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividend, or other distribution or allotment of any rights, or to exercise any rights in respect of any change, conversion or exchange of shares or other lawful action, or in order to make a determination of shareholders for any other lawful purpose, the Board of Directors of the corporation may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than sixty (60) days and, for a meeting of shareholders, not less than ten (10) days, or in the case of a merger, consolidation, share exchange, dissolution or sale, lease or exchange of assets, not less than twenty (20) days, immediately preceding such meeting. If no record date is fixed, the record date for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders shall be the date on which notice of the meeting is mailed, and the record date for the determination of shareholders for any other purposes shall be the date on which the resolution of the Board of Directors relating thereto is adopted. A determination of shareholders entitled to vote shall apply to any adjournment of the meeting.

Section 6. *Voting Lists.* The officer or agent having charge of the transfer books for shares of the corporation shall make, within twenty (20) days after the record date for a meeting of shareholders or ten (10) days before such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder, and to copying at the shareholder's expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book, or a duplicate thereof kept in the State of Illinois, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

Section 7. *Quorum and Manner of Acting.* Unless otherwise provided in the Articles of Incorporation, the holders of a majority of votes of the shares of the corporation, entitled to vote on any matter, present in person or represented by proxy, shall constitute a quorum for consideration of such matter at any meeting of shareholders. If less than a quorum is represented at said meeting, a majority of the shares so represented may adjourn the meeting from time to time without further notice. If a quorum is present, the affirmative vote of the majority of the votes of the shares represented at the meeting and entitled to vote on a matter shall be the act of the shareholders, unless a greater number of votes or voting by classes is required by the Illinois Business Corporation Act of 1983, as amended, or the Articles of Incorporation. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

Section 8. *Proxies.* At all meetings of shareholders, a shareholder may appoint another person or persons to vote or otherwise act for such shareholder by signing an appointment form and delivering it to the person so appointed. Such proxy shall be filed with the secretary of the corporation before or at the time of the meeting. No proxy shall be valid after the expiration of eleven (11) months from the date thereof, unless otherwise provided for in the proxy.

Section 9. *Voting of Shares.* Except as otherwise provided by the Articles of Incorporation or the Business Corporation Act of 1983, as amended, and subject to the provisions of Section 5 of this Article II, each outstanding share, regardless of class, shall be entitled to one vote upon each matter submitted to vote at a meeting of shareholders; provided, however, that the Articles of Incorporation may limit voting rights or provide special voting rights as to any class or deny voting rights or provide special voting rights as to any class or classes or series of shares of the corporation.

Section 10. *Voting of Shares by Certain Holders.*

(a) Shares of a corporation held by the corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

(b) Shares registered in the name of another corporation, domestic or foreign, may be voted by any officer, agent, proxy or other legal representative authorized to vote such shares under the law of incorporation of such corporation.

(c) Shares registered in the name of a deceased person, a minor ward or a person under legal disability may be voted by his or her administrator, executor or court appointed guardian, either in person or by proxy without a transfer of such shares into the name of such administrator, executor or court appointed guardian. Shares registered in the name of a trustee may be voted by him or her, either in person or by proxy.

(d) Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his or her name if authority to do so is contained in an appropriate order of the court by which such receiver was appointed.

(e) A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

(g) Shares of its own stock belonging to the corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time except as provided for in this Article II Section 10(a).

Section 11. *Voting by Ballot.* Voting on any question or in any election may be by voice

unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

Section 12. *Informal Action.* Any action required to be taken at a meeting of the Shareholders, or any action which may be taken at a meeting of the shareholders, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the shareholders entitled to vote with respect to the subject matter thereof. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more shareholders. All the approvals evidencing the consent shall be delivered to the secretary to be filed in the corporate records. The action taken shall be effective when all the shareholders have approved the consent unless the consent specifies a different effective date. Any consent signed by all the shareholders shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or any other state or federal official.

ARTICLE III DIRECTORS

Section 1. *General.* The business and affairs of the corporation shall be managed by or under the direction of its Board of Directors. The Board of Directors may exercise all such powers of the corporation and do all such lawful acts and things as are not by law or the Articles of Incorporation or these By-laws directed or required to be exercised or done by the shareholders.

Section 2. *Number, Tenure and Qualifications.* The number of directors of the corporation shall not be greater than five (5), but in no event shall the number of directors be less than one (1). Within such limits, the number of directors may be increased or decreased from time to time by resolution of the Board of Directors. The number of directors may be increased or decreased from time to time by the amendment of this Section 2, but no decrease shall have the effect of shortening the term of any incumbent director. The directors shall be elected at the annual meeting of the shareholders, except as provided in this Article III, and each director shall hold office until the next annual meeting of shareholders or until his or her successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation.

Section 3. *Vacancies.* Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by a majority of the directors then in office though less than a quorum, and each director so chosen shall hold office until his or her successor is elected and qualified or until his or her resignation or removal.

Vacancies and newly created directorships resulting from any increase in the number of directors may be filled by the shareholders at an annual meeting or at a special meeting called for that purpose.

Section 4. *Annual and Regular Meetings.* The annual meeting of the Board of Directors shall be held without other notice than this By-law, immediately after, and at the same place as, the annual meeting of shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Illinois, for the holding of regular meetings without other

notice than such resolution.

Section 5. *Special Meetings.* Special meetings of the Board of Directors may be called at the request of the president. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Illinois, as the place for holding any special meeting of the Board of Directors called by them.

Section 6. *Notice.* Notice of any special meeting of the Board of Directors shall be given at least two (2) days prior thereto by written notice delivered personally or mailed to each director at his or her business address, by electronic mail (a/k/a e-mail), or by facsimile. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by facsimile, such notice shall be deemed to be delivered when the facsimile is transmitted to the director. Any director may waive notice of any meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business presented because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any annual, regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 7. *Quorum and Manner of Acting.* A majority of the number of directors fixed by these By-laws, or in the absence of a by-law fixing the number of directors, the number stated in the Articles of Incorporation or named by the incorporators, shall constitute a quorum for the transaction of business unless a greater number is specified by the Articles of Incorporation or these By-laws, provided that if less than a majority of such number of directors is present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

Section 8. *Attendance by Communications Equipment.* Unless specifically prohibited by the Articles of Incorporation, members of the Board of Directors, or of any committee of the Board of Directors, may participate in and act at any meeting of such Board or committee through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

Section 9. *Presumption of Assent.* A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 10. *Committees.* A majority of the Board of Directors may create one or more committees and appoint members of the board to serve on the committee or committees. Each

committee shall have two or more members who serve at the pleasure of the Board of Directors. Unless the appointment of the Board of Directors requires a greater number, a majority of any committee shall constitute a quorum and a majority of a quorum is necessary for committee action. A committee may act by unanimous consent in writing without a meeting and, subject to the provisions of these By-laws or action by the Board, the committee by majority vote of its members shall determine the time and place of meetings and the notice required therefor. To the extent provided by the Articles of Incorporation, these By-laws or the Board of Directors, each committee shall have and may exercise all of the authority of the Board of Directors in the management of the corporation, provided committees shall not have the authority of the Board of Directors to (a) authorize distributions, except for dividends to be paid with respect to shares of any preferred or special class or series any thereof; (b) approve or recommend to shareholders any act the Illinois Business Corporation Act of 1983, as amended, requires to be approved by shareholders; (c) fill vacancies on the Board or on any of its committees; (d) elect or remove officers or fix the compensation of any member of the committee; (e) adopt, amend or repeal these by-laws; (f) approve a plan of merger not requiring shareholder approval; (g) authorize or approve the reacquisition of shares, except according to a general formula or method prescribed by the Board; (h) authorize or approve the issuance or sale, or contract for sale, of shares or determine the designation and relative rights, preferences, and limitations of a series of shares, except that the Board may direct a committee to fix the specific terms of the issuance or sale or contract for sale or the number of shares to be allocated to particular employees under an employee benefit plan; or (i) amend, alter, repeal, or take action inconsistent with any resolution or action of the Board of Directors when the resolution or action of the Board of Directors provides by its terms that it shall not be amended, altered or repealed by action of a committee.

Section 11. *Informal Action.* Any action required to be taken at a meeting of the Board of Directors, or any action which may be taken at a meeting of the Board of Directors or committee thereof, may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof, or by all of the members of such committee, as the case may be. The consent shall be evidenced by one or more written approvals, each of which sets forth the action taken and bears the signature of one or more directors. All the approvals evidencing the consent shall be delivered to the secretary to be filed in the corporate records. The action taken shall be effective when all the directors have approved the consent unless the consent specifies a different effective date. Any consent signed by all the directors shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or any other state or federal official.

Section 12. *Resignation.* A director may resign at any time upon written notice to the Board of Directors.

Section 13. *Removal.* One or more of the directors may be removed, with or without cause, at a meeting of shareholders by the affirmative vote of the holders of a majority of the outstanding shares then entitled to vote at an election of directors, except: (a) no director shall be removed at a meeting of shareholders unless the notice of such meeting shall state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice; (b) only the named director or directors may be removed at such meeting; and (c) if a director is elected by a

class or series of shares, he or she may be removed only by the shareholders of that class or series. If a Director is removed in accordance with this Section, said Director ("Removed Director") shall be required to sell his/her shares, if any, in the corporation, in the manner set forth in Section 14 of this Article.

Section 14. *Sale of Shares.*

(a) Purchase by the Corporation. Upon the removal of a Director, the corporation shall purchase from such Removed Director, and such Removed Director shall sell to the Company all of such Removed Director's shares at the price and upon the terms set out in this Article, and the corporation and the Shareholders shall adopt such resolutions and take such action as may be required by law or appropriate to authorize such purchase at such time. If, after taking such action, the corporation is not permitted under applicable corporate law to purchase all of such Removed Director's shares, the corporation shall purchase the maximum number of shares permitted. The corporation shall notify the Removed Director and the other Shareholders within ten (10) days after removal of the Removed Director of the number of shares, if any, that the corporation will purchase from the Removed Director.

(b) Purchase by Remaining Shareholders. In the event the corporation notifies the Removed Director that it will purchase fewer than all of the Removed Director's shares as provided in subsection (a), above, the remaining Shareholders shall purchase from the Removed Director, and the Removed Director shall sell to the remaining Shareholders, the remaining shares of the Removed Director pro rata to each remaining Shareholder in the proportion that such remaining Shareholder's shares bear to the shares of all remaining Shareholders (or in such other proportions as the remaining Shareholders may agree upon themselves). Such purchases shall be at the price and upon the terms set forth in this Article.

(c) In the event that corporation and the remaining Shareholders purchase fewer than all of the remaining shares of the Removed Director, the Removed Director shall have a right of action to enforce the Removed Director's rights under this Section against both the corporation (except to the extent that the failure of the corporation to purchase all of the Removed Director's shares is due to a prohibition against doing so under applicable corporate law which cannot be overcome by action by the corporation or the Shareholders, and those remaining Shareholders who purchase fewer shares than they are obligated to purchase.

Section 15. *Price and Terms of Sale.* The purchase price for a Removed Director's shares will be determined by multiplying the percentage of outstanding shares owned by the Removed Director times the "net equity" of the corporation. "Net equity" shall be determined by adding the book value of the fixed assets of the corporation, the current cash on hand, and all Accounts Receivable, and then subtracting the liabilities of the corporation including, but not limited to, Accounts Payable and any liens or encumbrances.

If there is a disagreement among the parties with respect to the determination of the "net equity" of the corporation, the "net equity" will be computed by and independent certified public

accountant selected by the President of the corporation and the computation shall be final and binding on the corporation, the Removed Director, and the remaining shareholders. The cost of the accounting will be born equally by the parties unable to reach agreement.

The date on which a value is determined is the "valuation date". The purchase price will be payable at the option of the corporation or purchaser shareholder(s), as the case may be, either in a lump sum within 60 days following the valuation date or in 24 equal monthly installments of principal beginning 60 days after the valuation date, with interest paid on the unpaid balance at the rate of 9% per annum, the interest to be payable with the final installment of principal. Any party electing to pay in installments will have the right, at any time, to prepay without penalty all or any portion of the unpaid principal balance plus interest accrued to the date of payment.

Section 16. *Compensation.* The Board of Directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish a reasonable compensation of all directors for services to the corporation as directors, officers or otherwise, notwithstanding any director conflict of interest. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at each meeting of the Board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

ARTICLE IV OFFICERS

Section 1. *Number.* The officers of the corporation shall be chosen by the Board of Directors and shall be a president, a vice president, a secretary and a treasurer. Any offices may be held by the same person.

The Board of Directors may also elect a Chairman of the Board, one or more additional vice presidents, one or more assistant secretaries and assistant treasurers and such other officers and agents as it shall deem appropriate.

Section 2. *Election and Term of Office.* The elective officers of the corporation shall be elected annually by the Board of Directors at its annual meeting. If the election of officers shall not be held at such meeting such election shall be held as soon thereafter as conveniently may be. In accordance with Article III, Section 3, vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election or appointment of an officer or agent shall not of itself create contract rights.

Section 3. *Removal.* Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 4. *President.* Subject to direction and control of the Board of Directors of the president shall see that the resolutions and directions of the Board of Directors are carried into effect. The president may sign, with the secretary, an assistant secretary or any other officer of the corporation thereunto duly authorized by the Board of Directors, certificates for shares of the corporation, any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed except in cases where the execution thereof shall be expressly delegated by the Board of Directors or by these By-laws to some other officer or agent of the corporation or shall be required by law to be otherwise executed. In general, the president shall perform all duties incident to the office of president of the corporation and such other duties as may be prescribed from time to time by the Board of Directors. In the absence of the Chairman and the chief executive officer, the president shall preside at all meetings of the shareholders and of the Board of Directors.

Section 5. *Vice President.* In the absence of the president or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents in the order designated, or in the absence of any designation, then in the order of their election) shall perform the duties of the president, and the vice president, when so acting, shall have all of the powers and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the Board of Directors or these By-laws, the vice president (or each of them if there are more than one) may execute for the corporation, with the secretary or an assistant secretary, certificates for shares of the corporation and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed. Each vice president shall perform such other duties as from time to time may be assigned to him by the president or the Board of Directors.

Section 6. *Treasurer.* The treasurer of the corporation shall be the principal accounting and financial officer of the corporation. He or she shall have overall responsibility for the management and protection of the assets of the corporation. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation and be responsible therefor, and for the receipt and disbursement thereof; (c) direct the timely preparation, interpretation and dissemination of financial information for the corporation; (d) establish and maintain internal controls required to safeguard the assets and integrity of the corporation; (e) prepare timely responses to internal and external audit recommendations; and (c) perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine.

Section 7. *Chief Legal Officer.* Subject to the control of the president of the corporation, the chief legal officer shall supervise and control the legal matters of the corporation. He or she shall be a licensed attorney in good standing and shall be responsible for providing and coordinating

expert legal advice in connection with the laws and regulations governing the business of the corporation. He or she shall be the general supervisor of all employees of the corporation who deal with legal matters.

Section 8. *Secretary.* The secretary shall (a) keep records of corporate action, including the minutes of meetings of the shareholders and the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (c) keep a register of the post-office address of each shareholder which shall be furnished to the secretary by such shareholder; (d) sign with the president or a vice president, certificates for shares of the corporation, the issuance of which shall have been authorized by resolutions of the Board of Directors, and any contracts, deeds, mortgages, bonds or instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors and these By-laws; (e) have general charge of the stock transfer books of the corporation; (f) have authority to certify these By-laws, resolutions of the shareholders and the Board of Directors and committees thereof, and other documents of the corporation as true and correct copies thereof; and (g) in general, perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or the Board of Directors.

Section 10. *Salaries.* The salaries of the officers of the corporation shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS, DEPOSITS AND VOTING SECURITIES

Section 1. *Contracts.* The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

Section 2. *Loans.* No loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. *Checks, Drafts, etc.* All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. *Deposits.* All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. *Voting Securities Held by the Corporation.* Consistent with Article II Section 10(a) hereof, unless otherwise ordered by the Board of Directors, the president or, in the event of his or her inability to act, the vice president having authority under these By-laws to act in the absence of the president, shall have full power and authority on behalf of the corporation to attend, act and vote at any meetings of security holders of corporations in which the corporation may hold securities, and at such meetings or otherwise shall possess and may exercise any and all rights and powers incident to the ownership of such securities. The power and authority to attend, act and vote at meetings shall include the power and authority to consent, on behalf of the corporation, with respect to securities of other corporations held by the corporation. The Board of Directors by resolution from time to time may confer like powers upon any other person or persons.

ARTICLE VI
CERTIFICATES FOR SHARES, UNCERTIFICATED SHARES
AND TRANSFER OF SHARES

Section 1. *Certificates for Shares.*

(a) Certificates representing shares of the corporation shall be in such form as may be determined by the Board of Directors. Certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary and may be sealed with the seal of the corporation, or a facsimile of the seal, if the corporation uses a seal. If a certificate is countersigned by a transfer agent or registrar, other than the corporation or its employee, any other signatures or countersignatures on the certificate may be by facsimile.

(b) Each certificate representing shares shall be consecutively numbered or otherwise identified, and shall also state the name of the person to whom issued, the number and class of shares (with designation or series, if any), the date of issue, and that the corporation is organized under Illinois law. If the corporation is authorized to issue shares of more than one class or series within a class, the certificate shall also contain such information or statement as may be required by law.

(c) Unless otherwise provided in the Articles of Incorporation, the Board of Directors may provide that some or all of any or all classes and series of its shares shall be by uncertificated shares, provided that the foregoing shall not apply to shares represented by certificates until such certificate is surrendered to the corporation. Within such reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice of all information that would appear on a certificate. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares shall be identical to those of the holders of certificates representing shares of the same class and series.

(d) In the case of certificated shares, all certificates surrendered to the corporation for transfer shall be canceled and no new certificate shall be issued until the former certificate for a like number of shares shall have been surrendered and canceled, except that in case of a lost, destroyed or mutilated certificate a new one may be issued therefor upon such terms and indemnity to the

corporation as the Board of Directors may prescribe.

Section 2. *Transfers of Shares.* Transfers of shares of the corporation shall be recorded on the books of the corporation. Transfer of shares represented by a certificate, except in the case of a lost or destroyed certificate, shall be made on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed or accompanied by proper guaranty of signature and other appropriate assurances that the endorsement is effective. Transfer of uncertificated shares shall be made on receipt by the corporation of an instrument from the registered owner or other appropriate person. The instruction shall be in writing or a communication in such form as may be agreed upon in writing.

Section 3. *Lost, Destroyed or Stolen Certificates.* In the case of loss, destruction or theft of a certificate representing shares of the corporation, a new certificate may be issued upon satisfactory proof of such loss, destruction or theft upon such terms as the Board of Directors may prescribe. The Board of Directors may in its discretion require the owner of the lost, destroyed or stolen certificate, or his or her legal representative, to give the corporation a bond, in such sum and in such form and with such surety or sureties as it may direct, to indemnify the corporation against any claim that may be made against it with respect to a certificate alleged to have been lost, destroyed or stolen.

ARTICLE VII FISCAL YEAR

The fiscal year of the corporation shall begin on January 1st and end on December 31st of each year.

ARTICLE VIII DISTRIBUTIONS

The Board of Directors may from time to time authorize, and the corporation may make, distributions to its shareholders, subject to any restrictions in its Articles of Incorporation or provided by law.

ARTICLE IX SEAL

The Board of Directors may provide a corporate seal. The seal may be used by causing it or a facsimile thereof to be pressed or affixed or in any other manner reproduced, provided that affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE X WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these By-laws or under the provisions of the Articles of Incorporation or under the provisions of the Illinois Business Corporation Act of 1983, as amended, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

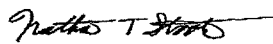
ARTICLE XI
ACTIONS AGAINST OFFICERS AND DIRECTORS

The corporation shall indemnify to the fullest extent permitted by the Illinois Business Corporation Act any person who has been made, or is threatened to be made, a party to an action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise (including an action, suit, or proceeding by or in the right of the corporation), by reason of the fact that the person is or was a director or officer of the corporation, or a fiduciary within the meaning of the Employee Retirement Income Security Act of 1974 with respect to an employee benefit plan of the corporation, or serves or served at the request of the corporation as a director or as an officer, or as a fiduciary of an employee benefit plan, of another corporation, partnership, joint venture, trust, or other enterprise.

ARTICLE XII
AMENDMENTS

Unless the power to make, alter, amend or repeal the By-laws is reserved to the shareholders by the Articles of Incorporation, these By-laws may be made, altered, amended or repealed by the shareholders or the Board of Directors, but no By-law adopted by the shareholders may be altered, amended or repealed by the Board of Directors if these By-laws so provide. These By-laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the Articles of Incorporation.

I, Nathan Thomas Stooke, as President of the corporation, certify the foregoing constitute the bylaws of this corporation as adopted and in full force and effect on this 28th day of April, 2007.



Nathan Thomas Stooke
Title: President

Exhibit 7

Kansas Authority to do Business

KRIS W. KOBACH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

November 09, 2018

ANN FOSTER
SEARCH NETWORK

RE: WISPER ISP, INC.

ID. # 5242292 (USE IN ALL CORRESPONDENCE WITH OUR OFFICE)

Enclosed is your certified application for authority to do business in Kansas as a for profit corporation. Your corporation's business entity identification number is at the top of this page. This business entity identification number should be used in all correspondence with our office.

Every corporation must file an annual report with the Secretary of State and pay a filing fee. The annual report and fee are due together on the 15th day of the fourth month following the tax closing month. (For example, if the tax closing month is December, the due date is April 15 of the following year). The annual report may be filed as early as January 1. An annual report is not required if the company has not been incorporated for six months prior to its first tax year end. If your company operates on a tax year end other than the calendar year, you must notify our office in writing prior to December 31.

The annual report may be filed electronically at www.sos.ks.gov or you may obtain a paper form from the Web site.

PLEASE NOTE: For information regarding taxes, contact the Kansas Department of Revenue at (785) 368-8222 or www.ksrevenue.org.

sm

Please
Do Not
Staple



KANSAS SECRETARY OF STATE
Application for Registration of
Foreign Covered Entity

Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594

(785) 296-4564
kssos@ks.gov
www.sos.ks.gov

Return file-stamped document to (name and address):
Capitol Services - Corporate Filings Team
PO Box 1831
Austin TX 78767

3995 01
051 003
\$115.00

FILED BY KS SOS
11-09-2018
02:22:10 PM
FILE#: 5242292



05256034

All information on the application for registration must be complete and accompanied by the correct filing fee or the document will not be accepted for filing. A certificate of existence or good standing from the home state must accompany the application.

Choose type of covered
entity:

☒ Corporation for profit
(fee \$115) 51-03

☐ Series limited liability company
(fee \$250) 51-33
(Statement 10a applies)

☐ Corporation not for profit
(fee \$115) 51-17

☐ Limited partnership
(fee \$165) 51-06

☐ Limited liability company
(fee \$165) 51-10

☐ Limited liability partnership
(fee \$165) 51-18
(Statement 10b applies)

1. Name of covered entity:
(17-7931(a))

Must exactly match name on
certificate.

Wisper ISP, Inc.

2. State or foreign country
of origin:
(17-7931(b))

Illinois

3. Date of formation in
home state:
(17-7931(c))

Month

Day

Year

09

18

2003

4. Include a statement (certificate of good standing/existence*) issued within 90 days of the application by the proper officer of the jurisdiction where such foreign entity is organized (usually the Secretary of State or comparable agency) that the entity exists in good standing under the laws of the jurisdiction of its organization. (17-7931(d))

* Click here to see each state/jurisdiction's certificate and issuing agency.

See
601

5. Date the covered entity began doing business in Kansas If different than the filing date:
(17-7931(h))

Month	Day	Year
-------	-----	------

See FA-I #5 for additional filings and fees that may be due.

6. Name of resident agent and address of registered office in Kansas:
(17-7931(i))

Must be a Kansas street address. A P.O. Box is unacceptable.

Name Capitol Corporate Services, Inc.		
Street Address 700 SW Jackson St, Ste 100		
City Topeka	State KS	Zip 66603

7. Fiscal year end:

31 December

8. Full nature and character of business to be conducted in Kansas:
(17-7931(j))

Provide telecommunication services including fixed wireless broadband services and voice over IP services in Kansas

9. The foreign covered entity hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas; and the foreign covered entity stipulates and agrees that such service shall be taken and held in all courts to be valid and binding as if due service had been made upon the authorized persons of the foreign covered entity. (17-7931(q))

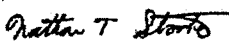
10a. This statement applies to foreign series limited liability companies only, and applies only if the series limited liability company is chosen as type of covered entity.

The operating agreement for this LLC provides for the establishment of one or more series. When the company has filed a certificate of designation for each series, which is to have limited liability, the debts, liabilities, and obligations incurred, contracted for, or otherwise existing with respect to a particular series of the limited liability company are enforceable against the assets of such series only, and not against the assets of the limited liability company generally or any other series thereof, and none of the debts, liabilities, obligations, and expenses incurred, contracted for, or otherwise existing with respect to the limited liability company generally or any other series thereof shall be enforceable against the assets of such a series. (17-76,143(o))

10b. This statement applies to foreign limited liability partnerships only, and applies only if the foreign limited liability partnership is chosen as type of covered entity.

The above-named partnership elects to be a foreign limited liability partnership. (55n-1001(c)(3))

11. I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct. (17-1709)

Signature of Authorized Person (17-7931) 	Name of Signer (Printed or Typed) Nathan Stooke
---	--

WISPER ISP, INC.
ACCESS SERVICES TARIFF

Regulations and Schedule of Intrastate Access Rates

This tariff ("Tariff") contains the descriptions, regulations, and rates applicable to the furnishing of intrastate switched access services offered by Wisper ISP, Inc. to Customers located within the State of Kansas. This tariff is on file with the Kansas Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Wisper ISP, Inc.
Regulatory Manager
9711 Fuesser Road
Mascoutah, IL 62258

Effective:

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Issued:

Wisper ISP, Inc.
Regulatory Manager
9711 Fuesser Road
Mascoutah, IL 62258

Effective:

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

PARTICIPATING CARRIERS

None

REGISTERED SERVICE MARKS

None

REGISTERED TRADEMARKS

None

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EXPLANATION OF SYMBOLS

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

- C - To signify changed regulation.
- D - To signify discontinued rate or regulation.
- I - To signify increased rate.
- M - To signify a move in the location of text.
- N - To signify new rate or regulation.
- R - To signify reduced rate.
- S - To signify reissued matter.
- T - To signify a change in text but no change in rate or regulation.

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SECTION 1 - APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of competitive Intrastate switched access and special access services within Kansas by Wisper ISP, Inc. (hereinafter the Company).

This Tariff does not apply to carriers with whom the Company has a written agreement for different intercarrier compensation.

BY UTILIZING THE EXCHANGE ACCESS SERVICES SET FORTH IN THIS TARIFF, CARRIERS ARE DEEMED TO HAVE CONSTRUCTIVELY ORDERED SERVICE AS CUSTOMERS, AND AGREE TO THE SERVICE RATES, CHARGES, TERMS, AND CONDITIONS AS SET FORTH HEREIN.

This Tariff applies only to the extent that facilities are available and services provided hereunder are used by a Customer for the purpose of originating or terminating intrastate communications.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company

A. Scope

- (1) The Company shall be responsible only for the installation, operation and maintenance of the services it provides.
- (2) The Company will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (3) The Company will provide services subject to the availability of facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of transmission medium capacity or because of any causes beyond its control.
- (4) When and where facilities are so available, the Company will provide services 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of at least one month, 24-hours per day, unless otherwise deemed Incidental Service. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- (5) The Company does not warrant that its facilities and services meet standards other than those set forth in this tariff.

B. Limitations

- (1) The Customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to:
 - (a) another Customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

(1) (Continued)

- (b) court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any.

In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer which acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

The assignment or transfer of services does not relieve or discharge the assignor or transferor from remaining jointly or severally liable with the assignee or transferee for any obligations existing at the time of the assignment or transfer.

- (2) The use and restoration of services shall be in accordance with Part 64, Subpart D or the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

B. Limitations (Continued)

- (3) Subject to compliance with the limitations in this Section 2.I.B, the services offered herein will be provided to Customers on a first-come, first-served basis. First-come, first-served shall be based upon the received time and date stamped by the Company on Customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, the Company will attempt to seek such missing information or clarification on a verbal basis.

C. Liability

- (1) With respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of this Section 2.I.C, the Company's liability, if any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the Customer under this tariff as a Credit Allowance for a Service interruption.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (2) The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.
- (3) Reserved for Future Use
- (4) The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
 - (a) Claims for libel, slander, invasion of privacy, or infringement of patents, trade secrets, or copyrights arising from any communications;
 - (b) Claims for patent infringement arising from combining or using the service furnished by the Company in connection with facilities or equipment furnished by the Customer; or
 - (c) All other claims arising out of any act or omission of the Customer in the course of using services provided pursuant to this tariff.
- (5) The Company does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from any and all claims, loss, demands, suits, or other actions, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence condition, location, use or removal by any person relating to the Customer's use of services so provided.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

C. Liability (Continued)

- (6) No license under patents (other than the limited license to use) is granted by the Company or shall be implied or arise by estoppel, with respect to any service offered under this tariff. The Company will defend the Customer against claims of patent infringement arising solely from the use by the Customer of services offered under this tariff and will indemnify such Customer for any damages awarded based solely on such claims.
- (7) The Company's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in Section 2.IV.D following.

D. Provision of Services

The services offered under the provisions of this tariff are subject to the availability of facilities. The Company, to the extent that such services are or can be made available with reasonable effort, will provide to the Customer, upon reasonable notice, services offered in other applicable sections of this tariff at rates and charges specified therein.

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SECTION 2. GENERAL REGULATIONSI. Undertaking of the Company (Continued)E. Installation and Termination of Services

The Intrastate Access Service provided under this tariff (1) includes the Company's communication facilities up to the point of interconnection as defined in Section 5 following which denotes the demarcation point or network interface and (2) will be provided by the Company to such point of interconnection. Any additional terminations at the Customer's premises beyond such point of interconnection are the sole responsibility of the Customer.

F. Service Maintenance

The services provided under this tariff shall be maintained by the Company. The Customer or others may not rearrange, move, disconnect, remove or attempt to repair any facilities provided by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

G. Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), the Company may, where such action is reasonably required in the operation of its business, (1) substitute, change or rearrange any facilities used in providing service under this tariff, (2) change minimum protection criteria, (3) change operating or maintenance characteristics of facilities or (4) change operations or procedures of the Company. In case of any such substitution, change or rearrangement, the transmission parameters will be within the ranges set forth in Sections 4 and 5 following. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer furnished services obsolete or requires modification or alteration thereof or otherwise affects their use or performance.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

G. Changes and Substitutions (Continued)

If such substitution, change or rearrangement materially affects the operating characteristics of the facility, the Company will provide reasonable notification to the Customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. The Company will work cooperatively with the Customer to determine reasonable notification procedures.

H. Refusal and Discontinuance of Service

- (1) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, refuse additional applications for service and/or refuse to complete any pending orders for service at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service without further notice to the non-complying Customer.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

H. Refusal and Discontinuance of Service (Continued)

- (2) If the Customer fails to comply with Section 2.I.F preceding or Sections 2.II, 2.III or 2.IV following, including any payments to be made by it on the dates and times herein specified, the Company may, on thirty (30) days written notice by Certified U.S. Mail to the person designated by the Customer to receive such notices of noncompliance, discontinue the provision of the services involved at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice, and the Customer's noncompliance continues nothing contained herein shall preclude the Company's right to discontinue the provision of the services involved without further notice to the noncomplying Customer.

I. Notification of Service-Affecting Activities

The Company will provide the Customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual Customer service specific; they affect many Customer services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2. GENERAL REGULATIONS

I. Undertaking of the Company (Continued)

J. Coordination with Respect to Network Contingencies

The Company intends to work cooperatively with the Customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services, subject to the Restoration Priority requirements of Part 64 of the F.C.C.'s Rules.

K. Provision and Ownership of Telephone Numbers

The Company reserves the reasonable right to assign, designate or change telephone numbers or the serving central office prefixes associated with such numbers when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), the Company will furnish to the Customer six (6) months' notice, by Certified U.S. Mail, of the effective date and an explanation of the reason (s) for such change(s). In the case of emergency conditions, however, e.g., a fire in a wire center, it may be necessary to change a telephone number without six (6) months' notice in order to provide service to the Customer.

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SECTION 2. GENERAL REGULATIONS

II. Use

A. Interference or Impairment

- (1) The characteristics and methods of operation of any circuits, facilities or equipment provided by other than the Company and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any facilities of the Company or its affiliates; cause damage to their plant; impair the privacy of any communications carried over their facilities, or, create hazards to the employees of any of them or the public.
- (2) Except as provided for equipment or systems subject to the F.C.C. Part 68 Rules in 47 C.F.R. Section 68.108, if such characteristics or methods of operation are not in accordance with Section 2.II.A.1 preceding, the Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Company's right to temporarily discontinue forthwith the use of a service if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions, as set forth in 2.IV.D following, is not applicable.

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SECTION 2. GENERAL REGULATIONS

II. Use (Continued)

B. Unlawful Use

The Service provided under this Tariff shall not be used for an unlawful purpose or for any use for which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

The Company may require applicants for service who intend to use the Company's Service for resale and/or shared use to file a letter with the Company confirming that their use of the Company's Service complies with relevant laws and regulations, policies, orders and decisions.

The Company may require a Customer to immediately shut down its transmission if such transmission is causing interference to others.

A Customer, joint user, or authorized user may not assign, or transfer in any manner, the Service or any rights associated with the Service without the written consent of the Company. The Company will permit a Customer to transfer its existing Service to another entity if the existing Customer has paid all charges owed to the Company for regulated access Services. Such a transfer will be treated as a disconnection of existing Service and installation of new Service, and non-recurring installation charges as stated in this Tariff will apply.

The Customer is responsible for the payment of all charges for unlawfully utilized facilities and Services furnished by the Company to the Customer.

III. Obligations of the Customer

A. Damages

The Customer shall reimburse the Company for damages to the Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the Customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

B. Ownership or Control of Facilities and Theft

Facilities owned or leased by the Company and utilized by it to provide service under the provisions of this tariff shall remain the property of the Company. Such facilities shall be returned to the Company by the Customer in as good a condition as reasonable wear will permit.

C. Availability for Testing

The facilities provided under this tariff shall be available to the Company at times mutually agreed upon in order to permit the Company to make tests and adjustments appropriate for maintaining the services in satisfactory operating condition. Such tests and adjustments shall be completed within a reasonable time. No credit will be allowed for any interruptions involved during such tests and adjustments.

D. Balance

All signals for transmission over the services provided under this tariff shall be delivered by the Customer balanced to ground except for ground start, duplex (DX) and McCulloh-Loop (Alarm System) type signaling and dc telegraph transmission at speeds of 75 baud or less.

E. Design of Customer Services

Subject to the provisions of 2.I.G preceding, the Customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of the Company, minimum protection criteria or operating or maintenance characteristics of the facilities.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

F. Claims and Demands for Damages

- (1) With respect to claims of patent infringement made by third persons, the Customer shall defend, indemnify, protect, and save harmless the Company from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, or any circuit, apparatus, system or method provided by the Customer.
- (2) The Customer shall defend, indemnify, and save harmless the Company from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the Customer's circuits, facilities, or equipment connected to the Company's services provided under this tariff, including, without limitation, Workmen's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the Customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the Customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff.
- (3) The Customer shall defend, indemnify, and save harmless the Company from and against any suits, claims, losses or damages, including punitive damages, attorneys, fees and court costs by the Customer or third parties arising out of any act or omission of the Customer in the course of using services provided under this tariff.

G. Coordination with Respect to Network Contingencies

The Customer shall, in cooperation with the Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

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SECTION 2. GENERAL REGULATIONSIII. Obligations of the Customer (Continued)H. Jurisdictional Report Requirements

- (1) In this section the term “trunk group” shall be assumed to also represent a single line or trunk.
- (2) Reporting by the Customer of the expected jurisdictional use of services is required because the Company cannot determine the actual jurisdiction of the Customer’s usage from every type of call detail reporting. The information reported by the Customer will be used by the Company in an effort to determine the appropriate charges as set forth in Section 5. The Customer must always report this information for those services or portions of services for which actual jurisdiction use cannot be determined by the Company.
- (3) Pursuant to Federal Communications Commission order FCC 85-145 released April 16, 1985, Interstate usage is to be developed as though every call that enters a Customer network at a point within the same state as that in which the called station (as designated by the called station number) is situated is an Intrastate communication and every call for which the point of entry is in a state other than where the called station (as designated by the called station number) is situated is Interstate in nature.
- (4) When a Customer orders a new Switched Access Service, the Customer shall, in its order, state the proportion of the service which is to be provided for Interstate use. This proportion is the Percent for Interstate Use or PIU. The Customer can either specify one general PIU for the service usage or the Customer can specify an 8XX terminating PIU and a residual. PIU. All PIUs shall be stated as whole numbers percentages. If the Customer chooses to report one general Percent for Interstate Use, then the general PIU will be the Customer’s best estimate of the percentage of the total use of the trunk group that will be Interstate in nature.

If the Customer chooses to provide a separate 8XX originating PIU, that PIU will be the Customer’s best estimate of the percentage of the total 8XX originating use of the trunk group usage that will be Interstate in nature. The residual PIU would then be the Customer’s best estimate of the percentage of the total trunk group usage that will not be 8XX originating usage and will be Interstate in nature.

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SECTION 2. GENERAL REGULATIONSIII. Obligations of the Customer (Continued)H. Jurisdictional Report Requirements (Continued)

The reported Percentage(s) for Interstate Use PIU(s) will be used in the determination of all Interstate and Intrastate charges for the trunk group, as set forth in Section 5 following, as well as for the associated charges for transport and port charges. The PIU(s) remains in effect until it is superseded by a revised PIU(s).

When the Customer determines that any currently effective PIU(s) for one or more trunk groups is no longer accurate, the Customer shall report a revised PIU(s) for each trunk group. The Customer can report the new PIU(s) to the Company in writing. The report must clearly identify each trunk group, the account number under which it is billed, and both the current and revised PIU(s). The revised PIU(s) will become effective on the first day of the next monthly billing period that begins at least 15 business days after the day on which the Customer reports the revised PIU(s) to the Company. No revisions to bills proceeding the effective date of the revised PIU(s) will be made based on this report.

If no PIU is submitted as specified herein, then the PIU will be set on a default basis of 50 percent Interstate traffic and 50 percent Intrastate traffic.

The Company will charge the Interstate terminating switched access rates to the Customers for those minutes lacking jurisdictional information that are in excess of a reasonable percentage (7%) of minutes for which this information is not transmitted. For example, if 40% of a Customer's minutes sent to the Company do not contain sufficient originating information to allow the Company to determine the originating location, the Company would apply these provisions to those minutes exceeding the 7% floor, or 33% in this example.

- (5) The Customer shall keep sufficient detail from which the percentage of Interstate use can be ascertained and upon request of the Company make the records available for inspection. Such a request will be initiated by the Company no more than once per year. The Customer shall supply the data within thirty (30) calendar days of the Company's request.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

I. Traffic Information

- (1) Customer shall provide Signaling Data (as defined below) and shall not, directly or indirectly, including in concert with a third party, strip, alter, modify, add, delete, change, mask, manipulate, or incorrectly assign any Signaling Data. Signaling Data shall mean information sufficient to jurisdictionalize traffic. Except where technically infeasible or prohibited by law, Signaling Data may include: (a) information that accurately reflects the geographic location of the end user that originated and/or dialed the call, (b) calling party number as defined in 47 C.F.R. Section 64.1600(c) ("CPN"), (c) Automatic Number Identification as defined in 47 C.F.R. Section 64.1600(b) ("ANI"), (d) Charge Number as defined in 47 C.F.R. Section 64.1600(d), (e) Jurisdictional Indicator Parameter ("JIP") and (f) any other signaling data that affects the terminating Party's ability to jurisdictionalize traffic. If it is determined that Customer has: directly or indirectly make any such addition, deletion, change, mask, manipulation, alteration, modification, or incorrect assignment, or (b) intentionally or unintentionally failed to provide any Signaling Data, all of Customer's traffic, including prior traffic, will be re-rated to the highest rate. Upon request, the Company will provide to Customer available Signaling Data for traffic terminated to Customer.

Where SS7 connections exist, Customer will include the original and true Line Information, including the Calling Party Number (CPN), in the information transmitted to the Company for each call. If the Customer is passing Line Information but the Company is not properly receiving information, the parties will work cooperatively to correct the problem.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

J. Exchange of Traffic and Information

- (1) All facilities interconnected to the Company by Customer shall be two-way in nature, unless agreed in writing by the Company. Customer shall accept both originating and terminating from the Company. At all times, Customer shall provide facilities within its network that are necessary for routing, transporting, measuring, and billing of traffic originated by other Customers of the Company and for delivering traffic to the Company for termination to other carriers. Customer shall transmit traffic in the standard format compatible with the Company's network as referenced in Telcordia BOC Notes on LEC Network Practice No. SR-TSV-002275, and terminate the traffic it receives in that standard format to proper address on its network. Customer shall exercise best efforts in responding to requests by the Company to install additional facilities and capacity with the Customer to accommodate traffic volumes and maintain the highest network quality standards. Customer agrees that the Company may share certain Customer information with other Customers of the Company for the purpose of providing service.

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SECTION 2. GENERAL REGULATIONS

III. Obligations of the Customer (Continued)

K Determination of InterMTA and IntraMTA Traffic

- (1) CMRS provider will have the responsibility of providing, on a quarterly basis (or as otherwise agreed to by the Company), a report to the Company providing the percentage of the CMRS provider's traffic terminated to the Company that is IntraMTA or InterMTA. The report will also detail what percentage of the InterMTA traffic is Intrastate and what percentage is Interstate (PIU).
- (2) Reports regarding the percentages of IntraMTA or InterMTA traffic (and Intrastate or Interstate jurisdiction of InterMTA traffic) shall be based on reasonable traffic study conducted by the CMRS provider and available to the Company upon request. Upon reasonable written notice, the Company or its authorized representative shall have the right to conduct a review and verification of the CMRS provider's reported percentages. This includes on-site verification reviews at the CMRS provider's or vendor locations. The review may consist of an examination and verification of data involving records, systems, procedures, and other information related to the traffic originated by the CMRS provider and terminated by the Company. The Customer shall keep records of call detail, including not altering directly or indirectly with a third party call origination or termination data from which the call jurisdiction can be ascertained. The CMRS provider will provide the Company with reasonable access to such information as it is necessary to determine amounts payable under this tariff.
- (3) If the CMRS provider fails to provide the verifiable reports required under this section, the Company will apply a default percent IntraMTA of 50% and a default PIU of 50% on all such InterMTA traffic, on all traffic originated by CMRS provider for termination by the Company.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer.

A. Payment of Rates, Charges and Deposits

- (1) The Company will, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or which does not have established credit (except for a Customer which is a successor of a company which has established credit and has no history of late payments to the Company), to make a deposit prior to or at any time after the provision of a service to the Customer. The deposit will be held by the Company as guarantee of the payment of rates and charges. Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.

At the option of the Company, such a deposit may be refunded or credited to the Customer's account when the Customer has established credit or after the Customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the Customer.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) The Company shall bill on a current basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established or discontinued during the preceding billing period. In addition, the Company shall bill, in advance, charges for all services to be provided during the ensuing billing period except for charges associated with service usage which will be billed in arrears. The bill day (i.e., the billing date of a bill for a Customer for Access Service under this tariff), the period of service each bill covers and the payment date is as follows:

(a) The Company will establish a bill day each month for each Customer account. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods, and unbilled usage charges for the period after the last bill day through the current bill day. Any known unbilled usage charges for, prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (b) following. If payment is not received by the payment date, as set forth in (b) following, in immediately available funds, a late payment penalty will apply as set forth in (b) following.

(b) All bills dated, as set forth in (a) preceding, for service provided to the Customer by the Company, are due thirty (30) days (payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date,) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the Customer does not receive a bill at least twenty (20) days prior to the thirty (30) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the Customer, the due date will be extended by the number of days the bill was delayed. Such a request of the Customer must be accompanied with proof of late bill receipt.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

(b) (Continued)

If such payment date would cause payment to be due on a Saturday, Sunday or Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and a day when Washington's Birthday, Memorial Day or Columbus Day is legally observed) payment for such bills will be due from the Customer as follows:

If such payment date falls on a Sunday or on a Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Holiday. If such payment date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Holiday.

Further, if any portion of the payment is received by the Company after the payment date as set forth in (a) preceding or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor is one and one-half percent (1.5%) per month calculated on the unpaid portion of the principal balance at the time that the next invoice is generated.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

A. Payment of Rates, Charges and Deposits (Continued)

(2) (Continued)

(c) In the event that a billing dispute concerning any charges billed to the Customer by the Company is resolved in favor of the Company, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty set forth in (b) preceding.

(3) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30)-day month.

(4) The Company will, upon request, furnish within thirty (30) days of a request at no charge to the Customer such detailed information as may reasonably be required for verification of any bill.

(5) When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).

B. Minimum Periods

The minimum periods for which services are provided and for which rates and charges are applicable is one (1) month, except as otherwise specified.

C. Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in Section 6.II.E.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(1) General

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 by the Customer as set forth in 5.III.A following. An interruption period starts when an inoperative service is reported to the Company, or when the Company becomes aware of the service interruption, and ends when the service is operative.

(2) When a Credit Allowance Applies

In case of an interruption to any service, allowance for the period of interruption, if not due to the negligence of the Customer, shall be as follows:

- (a) For Switched Access Service, no credit shall be allowed for an interruption of less than eight (8) hours. The Customer shall be credited for an interruption of eight hours during a continuous twenty-four (24) hours or more at the rate of 1/30 of any applicable monthly rates
- (b) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the service interrupted in any one monthly billing period.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(3) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (a) Interruptions caused by the negligence or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer or other common carriers connected to the service of the Company
- (b) Interruptions of a service due to the failure of equipment or systems or services provided by the Customer or others.
- (c) Interruptions of a service during any period in which the Company is not afforded access to the location where the service is terminated.
- (d) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the Customer. Thereafter, a credit allowance as set forth in Section 2.IV.D.2 preceding applies.
- (e) Periods when the Customer continues to use the service on an impaired basis.
- (f) Periods of temporary discontinuance as set forth in 2.II.A.2 preceding.
- (g) Interruption of service caused by a Customer's failure to provide notification to the Company of media-stimulated mass calling events.
- (h) Interruption of service due to the Company following a lawful order of a government agency to discontinue a service to a Customer.

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SECTION 2. GENERAL REGULATIONS

IV. Payment Arrangements and Credit Allowances (Continued)

D. Credit Allowance for Service Interruptions

(4) Temporary Surrender of a Service

In certain instances, the Customer may be requested by the Company to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the Customer consents, a credit allowance will be granted. The credit allowance will be 1/1440 of the monthly rate for each period of thirty (30) minutes or fraction thereof that the service is surrendered. In no case will the credit allowance exceed the monthly rate for the service surrendered in any one (1) monthly billing period.

E. Title or Ownership Rights

The payment of rates and charges by Customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to proposals or facilities developed or utilized, respectively, by the Company in the provision of such services.

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SECTION 3. DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of the Company are defined below.

Access Code: A uniform five or seven digit code assigned by Neustar, Inc. (administrator of the North American Numbering Plan) to an individual Customer. The five digit code has the form 10XXX, and the seven digit code has the form 101XXXX.

Access Service: Switched or Special Access provided to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum (OBF).

Access Tandem: A switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Advance Payment: Part or all of a payment required before the start of service.

Automatic Number Identification: Allows the automatic transmission of a caller's billing account telephone number to a local exchange carrier, interexchange carrier or a third party subscriber. The primary purpose of ANI is to allow for billing of toll calls.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use Access Services or is placed in a position by the Customer, either through acts or omissions to use Access Services.

Bit: The smallest unit of information in the binary system of notation.

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SECTION 3. DEFINITIONS

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Central Office: see End Office.

CFR: Code of Federal Regulations

Channel(s): A communications path between two or more points of termination.

CLEC: Competitive Local Exchange Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunications service within a specific geographic area.

CMRS: Commercial Mobile Radio Service – provider of mobile telephone service

Collocation: An arrangement whereby the Company's switching system equipment is located in the premise of another carrier.

Common Channel Signaling (CCS): A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network, using SS7 protocol

Company: Wisper ISP, Inc., which is the issuer of this tariff.

Customer: The person, firm, corporation or other entity which uses and/or subscribes to the services offered under this tariff and is responsible for the payment of charges and for compliance with the Company's tariff regulations. The Customer could be an End User, interexchange carrier, a wireless provider, other telecommunications carrier or provider originating or terminating VoIP-PSTN Access Traffic or any other carrier authorized to operate.

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Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

Demarcation Point: The demarcation point is the physical location that separates the responsibility for installation and repair of telecommunication facilities between the Company, building/property owner/landlord/agent, and the Customer.

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

End Office: With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "End Office" for purposes of this Tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide (LERG), issued by Telcordia. The End Office switch is the Company's switching system where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

End Office Access Service: means: (1) The switching of access traffic at the carrier's End Office switch and the delivery to or from of such traffic to the called party's premises; (2) The routing of interexchange telecommunications traffic to or from the called party's premises, either directly or via contractual or other arrangements with an affiliated or unaffiliated entity, regardless of the specific functions provided or facilities used; or (3) Any functional equivalent of the incumbent local exchange carrier access service provided by a non-incumbent local exchange carrier. End Office Access Service rate elements for an incumbent local exchange carrier include the local switching rate elements specified in 47 CFR §69.106, the carrier common line rate elements specified in 47 CFR §69.154, and the intrastate rate elements for functionally equivalent access services. End Office Access Service rate elements for an incumbent local exchange carrier also include any rate elements assessed on local switching access minutes, including the information surcharge and residual rate elements. End office Access Service rate elements for a non-incumbent local exchange carrier include any functionally equivalent access service.

End User: The term "End User" denotes any customer of an intrastate telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Entrance Facility: The dedicated Switched Access transport facility from the Customer premise to the Company serving wire center.

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Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

F.C.C.: Federal Communications Commission

Facilities: Denotes any cables, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc. used to provide the service offered under this tariff.

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

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

ILEC: Incumbent Local Exchange Carrier refers to the incumbent dominant local telephone carrier in the area also served by the Company.

Incidental Service: Denotes service provided to a Customer under this tariff that is not provided through a written agreement with Customer and will be held to have been constructively ordered.

Individual Case Basis (ICB): A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interconnected Carrier (IC) or Interconnected Telecommunications Carrier: A Carrier or Telecommunications Carrier connected to the Company.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in state or foreign communication for hire by wire or radio, between two or more exchanges.

InterMTA Traffic: InterMTA traffic refers to wireless to wireline traffic that originates and terminates in two different MTAs.

Interstate Communications: Interstate communications includes both Interstate and foreign communications.

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IntraMTA Traffic: IntraMTA traffic refers to wireless to wireline traffic that originates and terminates within the same MTA.

Intrastate Switched Access Service: Provides for the switched two-way communications path between a Customer's premises or a collocated interconnection location and an End User's premises for originating and terminating calls within the state.

Kbps: Kilobits, or thousands of bits, per second.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services, or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff FCC No. 4.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

Local Calling Area or Local Service Area: The Company's local calling area will mirror the local calling area described in the ILEC tariff for that geographic area.

Local Exchange Carrier (LEC): Any company or other entity, which provides telephone service inside, or within the Local Calling Area.

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Mbps: Megabits, or millions of Bits, per second.

Meet-Point Billing (MPB): The arrangement through which multiple Exchange Carriers involved in providing Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff. All information necessary for billing, ordering and design coordination will be provided based on the standards in the Multiple Exchange Carriers Access Billing Guidelines (MECAB) and Multiple Exchange Carriers Ordering and Design Guidelines (MECOD) to ensure that jointly provided Access Services are installed, tested and turned up in a timely manner.

Message: A message is a call.

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Monthly Recurring Charge (MRC): The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MTA: MTA refers to Major Trading Area as defined in 47 C.F. R. paragraphs 24-102 of the FCC Rules and Regulations.

Network: Refers to the Company's facilities and equipment used to provide services under this tariff.

NPA-NXX: Numbering Plan Area (also known as "Area Code") and prefix (NXX).

Non-Recurring Charges (NRC): The one-time initial charges for services or facilities, including but not limited to, charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of switched access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows Customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Interconnection (POI): The demarcation point or network interface on the Company's premises between the Company's facilities and the Customer's facilities.

Point of Presence (POP): Location where the Customer maintains a facility for purpose, of interconnecting to the Company's network.

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC (s) are referred to as the End-User's Primary Interexchange Carrier (PIC). The End User may select any IXC that orders FGD Switched Access Service at the Local Switching Center that serves the End User.

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PSTN: The public switched telephone network (PSTN) is the legacy network of the world's public circuit-switched telephone networks.

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

Service Commencement Date: For Special Access Service and Direct Connect Switched Access Service the first day following the date on which the Company notifies the Customer that the requested service or facility is available for use. Unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date. If the Company does not have an executed Service Order from a Customer, the Service Commencement Date will be the first date on which the service or facility was used by the Customer. For Tandem Connect Customers, the Service Commencement Date will be the first date on which the service or facility was used by the Customer.

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company, or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. In the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

Service(s): Refers to all telecommunications services and other services related thereto offered on the Company's Network to Customers or Users

Serving Wire Center (SWC): The local Company office from which dial tone for local exchange service would normally be provided to the Customer premises.

Shared Facilities: A facility or equipment system or subsystem which can be used simultaneously by several Customers.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

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Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Signaling Transfer Point (STP) Access: Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.

Special Access Service: Dedicated access between a Customers' Premises and another Point of Presence for the purpose of originating or terminating communications. Special Access is available to both carriers and end users, as defined in this tariff.

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Tandem Switched Transport (TST): The transport between the SWC and wire centers or between an access tandem/POI and wire centers that subtend the access tandem.

TDM: Time-division multiplexing (TDM) is a method of putting multiple data streams in a single signal by separating the signal into many segments, each having a very short duration.

Telephone Company: A telephone company is any telephone corporation operating within Kansas. This term includes resellers and wireless telephone service providers. A billing telephone company is a telephone company that also provides billing services to any third party, including its own affiliate, or that bills for non-communications-related products and services on its own behalf. Telephone companies are responsible for their agents' compliance with these rules and liable for their agents' violation of these rules.

Toll Free: A term to describe an inbound communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number with a "toll free" NPA of 800, 888, etc.

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

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group: A set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communication paths are interchangeable.

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

Usage or Usage-Based Charges: These are the charges for minutes and/or database queries generated by the Customer's calls or messages, which traverse over Company facilities.

Toll VoIP-PSTN Traffic: The term "Toll_VoIP-PSTN Traffic" denotes a Customer's interexchange voice traffic exchanged with the Company in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user Customer of a service that requires IP-compatible customer premises equipment.

Wire Center: A wire center is a building in which central offices, used for the provision of Telephone Exchange services, are located.

Wireless Service Provider (WSP): Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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SECTION 4. RESERVED FOR FUTURE USE

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SECTION 5. SWITCHED ACCESS

I. General

Switched Access Service, which is available to Customers for their use in furnishing their services to End Users, provides a two-way communications path between a Customer's Premises and an End User's Premises. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises location to an End User's Premises in the LATA where it is provided. Switched Access Service must be ordered separately for each LATA in which the Customer desires to originate or terminate calls.

Notwithstanding the above language, Company may provide only a portion of Switched Access Service. Company is only responsible for the portions of the service it provides. For purposes of clarity, Customer may not withhold payment from Company for the portions of the service Company provides based on any dispute Customer may have with another carrier for the services such carrier may provide.

II. Provision and Description of Switched Access Service Arrangements

Switched Access Service is provided in the following service type:

A. Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the DS1 level and DS3 level and provides trunk-side access to the Company Access Tandem and End Office switches.

FGD provides a trunk-side termination through the use of end office or access tandem switch trunk equipment. Wink-start, start-pulsing and answer-supervisory signaling are sent by the terminating office. Disconnect-supervisory signaling is sent from the originating or terminating office. When FGD uses SS7 out of band signaling, no signaling will be done via the message channel.

FGD switching is provided with SS7 out of band signaling. With SS7 out of band signaling, up to 12 digits of the called party number dialed by the Customer's end user is provided by the Company's equipment to the Customer's designated premises via SS7 links.

The Company will establish a trunk group or groups for the Customer at the end office or access tandem switch where FGD switching is provided. When required by technical limitations, a separate trunk group will be established for each type of FGD switching arrangement provided. Different types of FGD or other switching arrangements may be combined at the option of the Company.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

A. Feature Group D (FGD) Access (Continued)

The uniform access code for FGD switching is 101XXXX. No access code is required for calls to a Customer over FGD Switched Access Service where the end user's telephone exchange service is arranged for Interexchange Carrier (IXC) Subscription.

When no access code is required, the number dialed by the Customer's end user shall be a 7- or 10- digit number after dialing the prefix 0 or 1 for calls in the North American Numbering Plan (NANP).

For calls outside of the NANP, and if the end office is equipped for International Direct Distance Dialing (IDDD), a 7- to 15- digit number may be dialed after dialing the prefix 011 or 01.

8XX Data Base Query Service, which is available to all Customers, provides trunk-side equivalent access to the Company's Network in the originating direction only, for the Customer's use in originating calls dialed by an End User to toll free telephone numbers beginning with prefixes, 800, 888, 877, 866, 855, and/or subsequent toll-free area codes.

Customer's or its End User's use of any Incidental Service shall constitute Customer's agreement to all of the terms and conditions of this tariff. Services provided on an Incidental basis (Incidental Services) are billed to Customer on a monthly basis in accordance with Customer's recorded usage for each Service and the corresponding rates contained in the Rates section, below.

B. Trunk Configuration

Trunks used for Switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories

The following categories apply to Switched Access Service. The Company may bill these categories of Switched Access Service on a per element basis or on a composite basis:

1. Carrier Common Line
2. Local Switching
3. 8XX Data Base Query
4. Switched Transport

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories

Definitions of Switched Access Service Rate Categories

1. Carrier Common Line

Carrier Common Line: The Carrier Common Line rate category provides for the use of Channels, and any associated End Office termination functions, by Customers for access to End Users to furnish Customer intrastate communications. Carrier Common Line is provided where the Customer obtains Company provided Switched Access Service under this Tariff to Company End Office(s) or VoIP Provider End Office equivalents.

Limitations:

- (a) A telephone number is not provided with Carrier Common Line.
- (b) Detail billing is not provided for Carrier Common Line.
- (c) Directory listings are not included in the rate and charges for Carrier Common Line.
- (d) Intercept arrangements are not included in the rates and charges for Carrier Common Line.
- (e) All trunk side connections provided in the same combined access group will be limited to the same features and operating characteristics.

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SECTION 5. SWITCHED ACCESSII. Provision and Description of Switched Access Service Arrangements (Continued)C. Rate Categories (Continued)2. Local Switching

- a. End Office Switching: End Office Switching provides for the use of the Company End Office switching functions, i.e., the common switching functions associated with the various Switched Access Service arrangements. The End Office Switching rate is assessed on a per-MOU basis to all originating and terminating access minutes utilizing the end office.
- b. End Office Shared Port: The End Office Shared Port rate provides for the termination of common transport trunks in shared end office ports and in remote switching system ports. The End Office Shared Port rate is assessed on a per-MOU basis to all trunkside originating and terminating access minutes utilizing tandem routing to the end office. If tandem routing is being utilized to a remote switching system (via a host office), the End Office Shared Port rate is assessed to the access minutes originating or terminating from the remote switching system.
3. 8XX Data Base Query: When an 8XX + NXX + XXXX call is originated by an End User or delivered by a connecting carrier to the Onvoy network unqueried, the Company will perform Customer identification based on screening of the full ten-digits of the 8XX number to determine the Customer location to which the call is to be routed. A Basic Query Charge covers the identification of the toll carrier to whom the call should be delivered. A Vertical Query includes the Basic Query function plus such functions as call validation (ensuring that calls originate from subscriber service areas); POTS translation of 8XX series numbers; alternate POTS translation where End Users can vary the routing of the 8XX calls based on time of day, place, etc.; and multiple carrier routing.

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport: The Switched Transport Rate Category provides for access tandem and transport service between local exchange carriers (LEC) and IXC Customers. The Switched Transport Rate Category is provided for originating (from LEC to IXC) and terminating (IXC to LEC) traffic. The Switched Transport Rate Category provided under this tariff covers the use of the Company's Access Tandem and Transport Facilities. In addition, it covers the switched transport between an End Office and a Company POI. The following rate elements comprise the Switched Transport Rate Category and are applied on a per-minute basis.
 - a. Tandem Switching: Tandem Switching is a per-minute of use rate element assessed for utilizing tandem switching functions. The Company will provide originating and terminating tandem switching services for Company End Offices as well as for non-Company end offices which subtend the Company tandem. In addition to the tandem switching functions, the Tandem Switching rate element includes the transport from a Company POI to the Company access tandem.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

C. Rate Categories (Continued)

4. Switched Transport:(Continued)

- b. Tandem Switched Transport: Tandem Switched Transport is comprised of a Tandem Switched Transport Termination rate and a Tandem Switched Transport Facility rate. Both rate elements apply for the transmission facility between an End Office and the Company POI. This consists of circuits used in common by multiple Customers.

The Tandem Switched Transport Termination rate element covers the circuit equipment at the end of the transmission facilities. For Tandem Switched Transport Termination, the amount billed will be the product of the quantity of Access Minutes multiplied by the Tandem Switched Transport Termination rate. The Tandem Switched Transport Termination charge will be applied for each location where the Company provides termination.

The Tandem Switched Transport Facility rate element provides for the transmission facilities, including intermediate circuit equipment between an End Office and a Company POI or Access Tandem. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V&H coordinates method.

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SECTION 5. SWITCHED ACCESSII. Provision and Description of Switched Access Service Arrangements (Continued)C. Rate Categories (Continued)4. Switched Transport (Continued)b. Tandem Switched Transport (Continued)

For Tandem Switched Transport Facility, the amount billed will be the multiplication product of:

- Airline miles between the end office and the POI or tandem
- By the Billing Percentage (BP) provided by the Company transport facility
- By the Quantity of Access Minutes
- By the Tandem Switched Transport Facility rate

The resulting amount is the Company's Tandem Switched Transport Facility charge. The Tandem Switched Transport Facility charge will be applied for all routes where the Company provides the Transport Facility between the POI or tandem and a subtending End Office where the call originates or terminates.

The mileage to be used to determine the Tandem Switched Transport Facility rates are calculated on the airline distance between the End Office switch where the call originates or terminates and the Company POI. The V&H coordinates method is used to determine mileage. This method is set forth in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4 for Wire Center Information.

If the Company provides a portion of the transport mileage between the POI or Access Tandem and the End Office, to a Meet Point (MP) with another Exchange Carrier, the mileage to be used in the above charge is calculated on the airline distance between the Company POI and the Meet Point with the other Exchange Carrier. The interconnection Meet Points (MP) will be determined by the Exchange Carriers involved. The billing percentage (BP) factor for the Company for the service between the involved offices will be listed in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. Tariff FCC No. 4. Should any changes be made to the Meet Point billing with the Company arrangements as set forth, the Company will give affected Customers 30 days notice.

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SECTION 5. SWITCHED ACCESSII. Provision and Description of Switched Access Service Arrangements (Continued)C. Rate Categories (Continued)4. Switched Transport (Continued)b. Tandem Switched Transport (Continued)

If the End Office and the Company POI or Access Tandem are in the same wire center building, then no mileage component applies, and no Tandem Switched Transport Facility charge applies. When the End Office is not located in the same wire center building as the Company POI or Access Tandem, mileage measurement is calculated using the V&H coordinates method as described above. The mileage rates are shown in Section 5.VIII.D in terms of per mile per access minute. The amount to be billed shall be the product of the number of miles multiplied by the per mile rate multiplied by the number of access minutes.

A Customer's Point of Presence may be located at the Company's Access Tandem or at the Company POI serving the End Office. When a Customer's Point of Presence is located at the Company's Access Tandem, billing is done as though the connection was made at the Company POI, if applicable, pursuant to Section 2.III.K.(1).

- c. Common Transport Multiplexing Charge: Transport multiplexing equipment is utilized in the End Office side of the Access Tandem when transport is provided between the Access Tandem and the subtending End Offices. The rate (if applicable) is assessed for DS3 to DS1 multiplexing on a per-MOU basis, and is in addition to Tandem Switched Transport charges.
- d. Dedicated Tandem Trunk Port: A dedicated tandem trunk port (DTTP) is provided for each trunk terminated on the serving wire center side of the access tandem.

D. Customer Options to Connect to Company Tandem

A Customer can connect to the Company's Access Tandem by one of two methods: directly to a Company Access Tandem or to a Company's Point of Interconnection (POI).

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SECTION 5. SWITCHED ACCESS

II. Provision and Description of Switched Access Service Arrangements (Continued)

- E. Company POI Locations and Access Tandems: Company POI CLLI Codes and Access Tandems can be found on the Company website: www.onvoy.com.
- F. Acceptance Testing: At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.
- G. Ordering Options and Conditions: Access Service is ordered under the Access Order provisions set forth in Section 6 and provided in MECOD. Also included in that section are other charges which may be associated with ordering Switched Access Service.
- H. Competitive Pricing Arrangements: Competitive pricing arrangements for Local Transport-Entrance Facilities and Local Transport-Direct Trunked transport can be furnished to meet the communication needs of specific Customers on a case by case basis under individual contract.
- I. Common Channel Signaling Service:
 - 1. SS7 Standard: Common Channel Signaling (CCS) is a protocol suite that allows for out-of-band signaling for voice and data message services. Signaling System Seven (SS7) is currently a widely deployed CCS protocol. The Company's CCS network is a digital data network carrying signaling information, which interfaces with the voice/data network. To ensure network reliability, Signal Transfer Points (STPs) are deployed in geographically dispersed mated pairs. STP access requires interconnection to ports of both STPs of the mated pair. The STP provides translations and routing functions for SS7 signaling messages received from the Company's network signaling points and the SS7 networks of other entities. There are two types of signaling messages, ISDN User Part (ISUP) messages are used for call set-up and tear-down. This type of signaling allows a Customer to send originating and terminating call set-up signaling information between the Customer's designated premises, the Company's STP and other entities. The second type of signaling is Transaction Capabilities Application Part (TCAP) messages. TCAP messages are used to carry information between signaling points for call related databases, such as CNAM, 8XX DB and LNP query service.

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II. Provision and Description of Switched Access Service Arrangements (Continued)

I. Common Channel Signaling Service (Continued)

2. B-Link Connectivity: The Company requires Customers to establish B-Link Connectivity upon issuance of an initial Access Service Request (ASR) Order. Bridging Links (B-Links) provides a quad set of links that connect peer pairs of STPs. These links carry signaling messages beyond their initial point of entry to a STP of another SS7 network. The Company requires that B-Link Connectivity occurs on a peer basis, with no resulting port or message usage charges between parties. The Customer must have connectivity to the Company's STP. The Company will provide all pertinent STP point code information to the Customer at the time of order. To connect to the Company STP through a port, the Customer must provide a telecommunication facility or link that provides a bi-directional transmission and operates at a DS0 level. This link is utilized exclusively for connecting to the Customer's CCS network and the Company's CCS network for the transmission of network control signaling data.

J. Miscellaneous Services

1. Presubscription is an arrangement whereby an end user may select and designate to the Company an interexchange carrier (IXC) to access, without an access code, for Intrastate interLATA calls, Intrastate intraLATA calls and Interstate interLATA calls subject to the Company's FCC Access Tariff. This IXC is referred to as the end user's Primary Interexchange Carrier (PIC). The end user may select as its PIC the Company, or any other IXC that orders originating Feature Group D switched access service at the end office that serves the end user. After the end user's initial selection of a predesignated IXC, for any additional changes in selection a non-recurring charge applies as set forth in Section 5, VIII. Rates and Charges.

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SECTION 5. SWITCHED ACCESSIII. Obligations of the Company

In addition to the obligations of the Company set forth in other sections of this tariff, the Company has certain other obligations concerning the provisions of Switched Access Service. These obligations are as follows:

A. Network Management

The Company will administer its Network to ensure the provision of acceptable service levels to all telecommunications users of the Company's Network Services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. The Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. The Customer will notify the Company of anticipated peaked services as stated below. Based on the information provided, the Company will work cooperatively with the Customer to determine the appropriate level of control. In the event that the protective controls applied by the Company result in the complete loss of service by the Customer, the Customer will be granted a credit allowance for service interruption as set forth in Section 2.IV.D.

When a Customer uses the Company's facilities to offer services for which a substantial call volume or peaked service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekend or holidays the Company must be notified no later than 5:00 p.m. local time on the prior business day. Notification should include the nature, time, duration and frequency of the event, an estimated call volume, and the NPA NXX and line number(s) to be used. On the basis of the information provided, the Company may invoke network management controls if required to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion, which could result in discontinuance of service and/or damages.

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IV. Obligations of the Customer

In addition to obligations specified elsewhere in this tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service, as follows:

- A. Report Requirements: When a Customer orders Switched Access Service for both Interstate and Intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 2.III.K, preceding. Charges will be apportioned in accordance with those reports. The method to be used for determining the Interstate charges is set forth therein.
- B. Supervisory Signaling: The Customer's facilities at the premises of the ordering Customer shall provide the necessary On-Hook, Off-Hook answer and disconnect supervision.
- C. Design of Switched Access Services: It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

V. Switched Access Rate Categories

There are three types of rates and charges that apply to Switched Access Service. These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

- A. Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction thereof that a specific rate element is provided.
- B. Usage Rates: Usage rates are rates that are applied on a per access minute, per access line or per query basis. Usage rates are accumulated over a monthly period.
- C. Non-Recurring Charges: Non-Recurring charges are one time charges that apply for a specific work activity (i.e., installation of new service or change to an existing service).

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VI. Application of Rates

- A. 8XX Database Query, Vertical Query Charge: The Vertical Query Charge applies for the translation of a specific 8XX number to a ten-digit telephone number on a per query basis.

VII. Billing of Access Minutes

- A. When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct Trunk groups and with the receipt of an exit message by the switch for tandem Trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed Trunk groups or on tandem routed Trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of terminating FGD call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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SECTION 5. SWITCHED ACCESSVIII. Rates and Charges

A.	Carrier Common Line	<u>Originating</u>	<u>Terminating</u>
		\$0.000000	Note 1
B.	Local Switching	<u>Originating</u>	<u>Terminating</u>
	End Office Switching	\$0.002654	\$0.0000
	Common Trunk Port	\$0.000900	\$0.0000
C.	<u>8XX Data Base Query Service</u>		
	8XX Database Query Service		
	Number Delivery	\$0.002531	
	POTS Translation	\$0.000000	
	Call Handling and Destination Features	\$0.000271	

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SECTION 5. SWITCHED ACCESSVIII. Rates and Charges (Continued)D. Switched Transport Service (When Company provides standalone Tandem Services)

	<u>Originating</u>	<u>Terminating</u>
- Tandem Switching, per Minute	0.00031500	\$0.000
- Interconnection Charge, per Minute	N/A	N/A
- Tandem Switched Transport Termination, per minute	0.00006300	\$.0000
- Tandem Switched Transport Facility, per Minute per Mile	0.00000300	\$.0000
- Common Transport Multiplexing	0.00005200	\$.0000
- Dedicated Tandem Trunk Port, Monthly per DS1	\$29.04	\$.0000

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VIII. Rates and Charges (Continued)

E. Toll Voice over Internet Protocol – Public Switched Telephone Network (“VoIP-PSTN”) Traffic

This section governs the identification and treatment of Toll VoIP-PSTN Traffic that is required to be compensated at interstate access rates unless the parties have agreed otherwise in a written agreement. Specifically, this section establishes the method of separating such traffic (referred in this tariff as “Relevant VoIP-PSTN Traffic”) from a Customer’s traditional intrastate access tariff, so that such Relevant VoIP-PSTN traffic can be billed in accordance with the F.C.C. Order.

Company will bill and collect Interstate Switched Access rates on traffic exchanged with Customers when such traffic originates and/or terminates in Internet Protocol format, as set forth in Section 51.913 of the Federal Communications Commission’s rules, 47 C.F.R. §51.913, regardless of whether the Company itself delivers such traffic to the called party’s premises or delivers the call to the called party’s premises via contractual or other arrangements with an affiliated or unaffiliated provider of interconnected Voice over Internet Protocol service or a non-interconnected Voice over Internet Protocol service that does not itself seek to collect Switched Access charges for this traffic.¹

Intrastate VoIP-PSTN traffic is subject to the Company’s applicable interstate switched access rate per minute, as set forth in the Company’s F.C.C. Tariff No. 1.

¹ See, *In the Matter of Connect America Fund A National Broadband Plan for Our Future Establishing Just and Reasonable Rates for Local Exchange Carriers High-Cost Universal Service Support Developing an Unified Intercarrier Compensation Regime Federal-State Joint Board on Universal Service Lifeline and Link-Up Universal Service Reform – Mobility Fund*, Report and Order and Further Notice of Proposed Rulemaking, Docket Nos. WC Docket No. 10-90, *et al.*, FCC 11-161, (Rel. November 18, 2011).

SECTION 5. SWITCHED ACCESSVIII. Rates and Charges (Continued)F. Calculation and Application of Percent VoIP-PSTN Usage

Company will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied by applying a Percent VoIP Usage ("PVU") factor to the intrastate access MOU exchanged between a Company End User and the Customer. The PVU will be derived and applied as follows.

1. The Customer will calculate and furnish to Company a factor (the "PVU-A") representing the percentage of the intrastate access MOU that the Customer exchanges with Company in the State, that is sent to Company and that originated in IP format. This PVU-A shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
2. Company will similarly calculate a factor (the "PVU-B") representing the percentage of Company's intrastate access MOU in the State that Company terminates on its network in IP format. This PVU-B shall be based on information such as the number of Company's retail VoIP subscriptions in the state (e.g., as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
3. Company will use the PVU-A and PVU-B factors to calculate a PVU factor that represents the percentage of intrastate access MOU exchanged between a Company End User and the Customer that is originated or terminated in IP format, whether at the Company's end, at the Customer's end, or at both ends. The PVU factor will be calculated as the sum of: (A) the PVU-A factor and (B) the PVU-B factor times (1.0 minus the PVU-A factor).

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VIII. Rates and Charges (Continued)

F. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

4. Company will apply the PVU factor to the total intrastate access MOU exchanged with the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-B is 10% and the PVU-A is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Company will bill 46% of the Customer's intrastate access MOU at its applicable tariffed interstate switched access rates.

Example 2: The PVU-B is 10% and the PVU-A is 0%. The PVU factor is $0\% + (100\% \times 10\%) = 10\%$. Company will bill 10% of the Customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

Example 3: The PVU-A is 100%. No matter what the PVU-B factor is, the PVU is 100%. Company will bill 100% of the Customer's intrastate access MOU at Company's applicable tariffed interstate switched access rates.

5. If the Customer does not furnish Company with a PVU factor, the Company will utilize a PVU-A factor of zero.

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VIII. Rates and Charges (Continued)

F. Calculation and Application of Percent VoIP-PSTN Usage (Continued)

6. PVU Factor Updates

The Customer may update the PVU-A factor quarterly. The Customer shall submit such update no later than the 15th day of January, April, July, and October for each year. Revised PVU factors must be based on the data for the prior three months ending the last day of December, March, June, and September respectively. The Company will use the revised PVU-A factor to calculate a revised PVU. The revised PVU will be used for future billing and will be effective on the bill date of each month and will be used for subsequent monthly billing and superseded by a new PVU factor.

7. PVU Factor Verification

Not more than twice in any year, Company may ask the Customer to verify the PVU-A factor furnished to the Company and a Customer may ask Company to verify the PVU-B factor and the calculation of the PVU factor. The party so requested shall comply, and shall reasonably provide the records and other information used to determine the respective PVU-A and PVU-B factors.

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SECTION 6. ORDERING OPTIONS

I. General

This section sets forth the regulations and order related charges for Access Service Requests (ASR) for Switched Access Service, as defined in this tariff. These charges are in addition to other applicable charges set forth in other sections of this tariff.

A. Ordering Conditions

The Company may require an ASR for services offered under this tariff. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

The format and terms of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise specified herein. A Customer may order any number of services of the same type and between the same Premises on a single ASR. All details for services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address(es);
- Billing name and address (when different from Customer name and address)
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two business days after the date on which all information needed to process the ASR has been received by the Company.

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SECTION 6. ORDERING OPTIONSI. General (Continued)B. Provision of Other Services

Unless otherwise specified herein, services offered under this tariff shall be ordered with an ASR. However, in the absence of an ASR, carriers utilizing the exchange access services set forth in this tariff are deemed to have constructively ordered service which shall constitute an agreement by the Customer to purchase the Company's switched access services as described and priced herein.

With the agreement of the Company, other services may subsequently be added to the ASR at any time, up to and including the service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 6.II.H.3 following will apply when an engineering review is required.

Additional Engineering is not an ordering option, but will be applied to an ASR when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when Additional Engineering is required, and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified by the Company that Additional Engineering is required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the Additional Engineering may not exceed the original estimated amount by more than 10 percent.

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SECTION 6. ORDERING OPTIONS

II. Access Order

- A. Access Order: Unless service is constructively ordered as described in Section 1, an ASR is required by the Company to provide a Customer with Switched Access Service as described herein. An ASR will be required for each new similar service arrangement or group of common circuits. The applicable charges are set forth under Section 6.II.G following.

When a Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new service.

Access Orders shall be placed to the Company's CLLI codes, these codes will be provided to the Customer upon request and/or Order. The Company reserves the right to change CLLI codes serving Customers and participating carriers based upon network needs.

- B. Ordering, Rating and Billing of Access Services Where More Than One Exchange Carrier is Involved

Meet point billing applies when more than one Exchange Carrier is involved in the provision of Access Service. The Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD). This method allows each provider to bill for the services it provides within the Multiple Bill option when there are more than two companies providing access service. Each provider's Tariff or contract rates apply.

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SECTION 6. ORDERING OPTIONSII. Access Order (Continued)

C. Access Service Date Intervals: Access Service is provided with one of the following Service Date intervals:

- * Standard Interval
- * Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval: The Standard Interval for Switched and Special Access Service will be ten business days from the Application Date. This interval only applies to standard service offerings for a Customer which is On-Net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.
2. Negotiated Interval: The Company will negotiate a Service Date interval with the Customer when:
 - a. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date; or
 - b. There is no existing facility connecting the Customer Premises with the Company; or
 - c. The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if Additional Engineering is required to complete the order); or
 - d. The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

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SECTION 6. ORDERING OPTIONSII. Access Order (Continued)

- D. Access Service Request Modifications: The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Switched Access Services lines, Trunks, Direct Connect transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new Service Date interval.

1. Service Commencement Date Changes: ASR service dates for the installation of new services or rearrangement of existing services may be changed, but the new service date may not exceed the original Service Commencement Date by more than 30 calendar days. When, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Change Charge and an Expedite Charge will apply. No Expedite Charges will apply if the Customer requests a Service Date Change that is more than five business days from the date of request by the Customer but earlier than the original requested Service Commencement Date.

If the Customer requested service date is more than 30 calendar days after the original service date, the order will be canceled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The Service Date Change Charge will apply on a per order, per occurrence basis for each service date changed. The applicable charges are set forth under Section 6.II.H following.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

2. Design Change Charge: The Customer may request a Design Change to the service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of Transport Termination (Switched Access only) or type of Channel interface. Any other changes are not considered Design Changes for purpose of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges applied.

The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a Design Change. The applicable charges, as set forth under Section 6.II.H. following, are in addition to any Service Date Change Charges that may apply.

3. Expedited Order Charge: When placing an Access Order for service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the expedited order request. The request for an earlier service date may be received from the Customer prior to its issuance of an ASR, or after the ASR has been issued but prior to the service date. The Company has the exclusive right to accept or deny the Expedite Order request. However if, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts the Company's proposal, an Expedite Charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then the Expedite Charge will not apply.

In the event the Company provides service on an expedited basis on the Customer's request, and the Customer delays service or is not ready for delivery of service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

D. Access Service Request Modifications: (Continued)

3. Expedited Order Charge

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 6.II.F following.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

E. Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switched Access Service at any time prior to notification by the Company that service is available for the Customer's use. The cancellation date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten days. A Customer may negotiate an extension of a service date of an ASR for installation of new services or rearrangement of existing service, in which case a Service Date Change Charge will apply. However, the new service date cannot exceed the originally established service date by more than 30 calendar days. On the 31st day beyond the original service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 6.II.H following.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

A Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the acceptance of a Negotiated Interval Service Date by the Customer. Cancellation Charges will apply for Special Access Service if the Customer cancels more than 48 hours after the Application Date. Cancellation Charges for Expedited Orders will be applied for any order canceled from the Application Date forward.

If the Company misses a service date for standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as acts of God, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring cancellation charges.

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

F. Minimum Period of Service: The minimum period for which Access Service is provided and for which charges are applicable is one month.

1. The following changes will be treated as a discontinuance of the existing service and a request for installation of a new service. All associated Non-Recurring Charges will apply for the new service and a new minimum period will be established:

- a.) A change in the identity of the Customer of record;
- b.) A move by the Customer to a different building;
- c.) A change in type of service;
- d.) A change in Switched Access Service Interface (i.e., DS1 or DS3);
- e.) A change in Switched Access Service Traffic Type;

2. When Access Service is disconnected prior to the expiration of the minimum period, charges are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed services will be determined as follows:

For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.

All applicable Non-Recurring Charges for the service will be billed in addition to the Minimum Period Charge.

G. Miscellaneous Service Order Charge: The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance. The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair
- Stand-by Repair
- Testing and Maintenance with other Telephone Companies other than when in conjunction with Acceptance Testing, Other Labor and Maintenance of Service

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SECTION 6. ORDERING OPTIONS

II. Access Order (Continued)

G. Miscellaneous Service Order Charge: (Continued)

The charge does not apply to the following services since there would exist a pending service order.

- Additional Engineering
- Overtime Installation
- Stand-by Acceptance Testing
- Testing and Maintenance with exchange telephone companies when in conjunction with Acceptance Testing

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SECTION 6. ORDERING OPTIONSII. Access Order (Continued)H. Charges

	Non-Recurring Charge
1. Access Order Charge	\$89.00
2. Service Date Change Charge	\$100.00
3. Design Change Charge	\$100.00
4. Expedited Order Charge	\$114.00
5. Cancellation Charge	\$50.00
6. Miscellaneous Service Order Charge, per occurrence	\$50.00
7. Line or Trunk Installation, per DS1	\$250.00

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Exhibit 9
KCC Carrier Code of Conduct and
CFO Oath

Telecommunications Carrier Code of Conduct
Kansas Corporation Commission

As a provider of telecommunications services in the state of Kansas, Applicant, by and through its undersigned officer, commits to comply with the following:

- If applying for certification to provide local telecommunications service, provide:
Access to 911 and E911 services;
White page directory listings;
Access to telephone relay services;
Access to directory assistance;
Access to operator services;

Equal access to interLATA long distance carriers;
Free blocking of 900- and 700-type services
Interconnection on a nondiscriminatory basis with other local exchange carriers
- If requesting Eligible Telecommunications Carrier (ETC) designation, provide all applicable federal Lifeline discounts.
- Follow all applicable Commission rules and regulations.
- Maintain required registration with the Office of the Kansas Secretary of State. To contact the Kansas Secretary of State: Memorial Hall, First Floor, 120 SW 10 Ave., Topeka, KS 66612-1594 (785) 296-4564 or www.kssos.org.
- File Annual Interrogatory Form in accordance with the Commission's Order in Docket 13-GIMT-736-GIT dated December 3, 2013.
- Pay all assessments due to the Commission and/or the Citizen's Utilities Ratepayer Board (CURB) pursuant to K.S.A. 66-1501, 66-1502, 66-1503, and 66-1504.
- File reports and pay assessments to the Kansas Universal Service Fund (KUSF) as set forth in K.S.A. 66-2008(a) and the Commission's December 27, 1996 Order in Docket No. 94-GIMT-478-GIT. KUSF instructions and remittance forms may be obtained online at www.gvnw.com/usf/kansas/index.htm.
- A competitive local exchange carrier wishing to discontinue service shall notify customers and the Commission in accordance with Order No. 7 in the Commission's Docket No. 01-GIMT-649-GIT. An inter-exchange carrier providing service in Kansas wishing to discontinue service shall notify customers in accordance with FCC regulations.
- Promptly notify the Commission of any change of address and contact information.

- Treat each customer equally to all other similarly situated customers, free of prejudice or disadvantage.
- Respect customers' right to select different telecommunications services and vendors.
- Administer procedures to prevent deceptive and unfair marketing practices aimed at potential or existing customers.
- Protect customers' right to privacy, by safeguarding records and personal information against unauthorized use.
- Respond to consumer complaints or inquiries submitted by Commission Staff thoroughly and quickly.

Verification

I, Mark Albertyn, of lawful age, and being first duly sworn, now state: As an officer of the Applicant, I am authorized to and do hereby make the above commitment. Further, I acknowledge that failure to comply with the above commitments or other lawful requirements of the Commission will subject Applicant to potential fines, penalties, revocation of certification, or other sanctions and remedies.



Mark Albertyn
CFO
Wisper ISP, Inc.

State of Illinois)
County of St. Clair)

Subscribed and sworn to before me by Mark Albertyn this 19th day of December, 2018.

Notary Public

Name Leah Edler

Signature Leah M Edler

Commission Expires Aug. 28, 2022

Notary seal



OATH

State of Illinois, County of St. Clair _____

Mark Albertyn, being duly sworn, deposes and says that ~~s~~/he is the

Chief Financial Officer _____, of _____ Wisper ISP Inc.

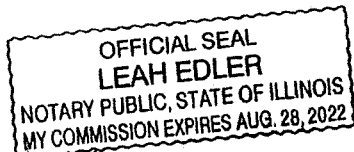
_____ and that the facts set forth in the foregoing application have been prepared under his/~~her~~ direction, from the original books, papers and records of said company, that he/~~she~~ examined same, and declares same to be true and correct to the best of his/her knowledge and belief. Further, that applicant has full knowledge of the Kansas Corporation Commission's jurisdiction affecting local service providers and will comply with the applicable requirements of this Commission.



Subscribed and sworn to before me on this 16th Day of November, 2018.

Notary Public

Leah Edler



08/28/2022