



1. I hereby appoint Stratus Networks (“Agent”) to act as my Agent in all matters related to long distance service and carrier selection for providing long distance service. The undersigned also authorizes any local exchange company (LEC) to make pertinent information available to Agent for this purpose and to follow Agent’s instructions with reference to any order, or change to, long distance service, and I hereby release such LEC from any/all liability for doing so. My company’s use or any common carrier transmission service provided by Stratus Networks constitutes acceptance of Stratus Networks Terms and Conditions of Service (found at [www.acc2go.com/terms](http://www.acc2go.com/terms)). I understand that it is necessary to confirm with Stratus Networks that Stratus Networks has received and loaded all of my company’s numbers prior to those numbers being switched to Stratus Networks for service. If Stratus Networks has not received or loaded my company’s numbers prior to switching service to Stratus Networks, the numbers will be billed with open network rates (“Open Network Charges”) that may be higher than Stratus Networks rates. I understand that Stratus Networks is not responsible for absorbing or crediting to my company any such Open Network Charges.

2. I understand that Stratus Networks provides all rate plans based upon the LEC and the location where service is desired. I understand that Stratus Networks reserves the right to reject any order if rate plans are not consistent with the LEC and location, or for any other reason. I understand that Stratus Networks reserves the right to change rates, monthly fees, PICC charges, or any other charges that Stratus Networks deems necessary provided that Stratus Networks gives 30 days prior written notice to the customer. On behalf of my company, I hereby agree to the terms and conditions set forth herein and represent authorization that I have the power and authority to execute this agreement and letter of agency and authorization on behalf of my company.

3. This Agreement shall commence on the Effective Date and shall remain effective for the period set forth on the reverse side hereof (the “Term”). “Effective Date” means the date on which Stratus Networks accepts this Agreement (as evidenced by the execution hereof by a duly authorized representative of Stratus Networks). Notwithstanding any other provision of this Section 1, Stratus Networks may elect in its sole discretion to terminate this Agreement upon providing Customer with written notice of such election. In such event, the effective date of termination shall be thirty (30) days from the date of such notice.

4. Neither this Agreement nor any of Customer’s rights or obligations hereunder may be sold, assigned, encumbered or transferred by operation of law or otherwise, without the prior written approval of Stratus Networks, which consent shall not be unreasonably withheld. Stratus Networks may freely transfer, assign or otherwise manner encumber this Agreement and its rights and obligations hereunder.

5. An “Event of Default” shall occur if: (1) Customer fails to make any payment required to be made by it under this Agreement and any such failure remains uncorrected for two (2) calendar days after the date such payment was due; (2) either Party fails to perform or observe any other term or obligation contained in this Agreement or commits any breach hereof, and any such failure or breach remains uncorrected for thirty (30) calendar days (or any lesser number of days if specified

elsewhere herein) after receipt of a notice from the non-defaulting Party informing the defaulting Party of such failure; (3) a voluntary or involuntary proceeding shall be commenced by or against either Party in any jurisdiction seeking liquidation, reorganization or other relief under any bankruptcy or similar law which is not dismissed within thirty (30) calendar days of filing; (4) either Party shall make an assignment for the benefit of creditors; or (5) either Party shall generally not be able to pay its debts as they become due. This Agreement may be immediately suspended by Stratus Networks, without notice, if Stratus Networks in its sole discretion determines that its network integrity is in jeopardy, or that any Service is being used, or planned to be used, in an unlawful manner, or otherwise in violation of any term hereof.

6. Upon the happening of any Event of Default, the non-defaulting Party, in addition to any other rights it has at law or equity, may: (1) suspend its performance under this Agreement until such default is remedied but only after providing written notice of such suspension to the defaulting Party; or (2) terminate the Agreement for so long as such default remains uncorrected but only after providing written notice of termination to the defaulting Party. In the event Stratus Networks seeks collection of any amounts not paid in full by the Due Date, either informally or through formal legal action, Customer shall be liable for all costs of collection, including but not limited to reasonable attorney’s fees and court costs (if applicable). In the event Stratus Networks seeks to enforce any of the terms or conditions of this Agreement or protect any of its rights or privileges hereunder, either informally or through formal legal action, Customer shall be liable for all costs incurred by Stratus Networks as a result thereof, including but not limited to reasonable attorney’s fees and court costs (if applicable).

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction. By its execution and delivery of this Agreement, each of the Parties hereby irrevocably and unconditionally agrees for itself that any legal action, suit or proceeding against it with respect to any matter under or arising out of or in connection with this Agreement must be brought in the Circuit Court of Peoria County, Illinois, or in the Federal District Court for the Central District of Illinois, which courts shall have exclusive jurisdiction and venue of all matters arising out of or in connection with this Agreement, except for recognition or enforcement of and judgment rendered by said courts

8. The undersigned represents that he/she is authorized to enter into this Agreement and will indemnify Stratus Networks from any liability arising from a breach of this representation. The undersigned further represents that the information provided in this Agreement and all attachments is correct and that he/she has reviewed and understands the terms and conditions thereof and agrees to be bound thereby.

9. The Parties hereby acknowledge that this Agreement may be executed in two or more counterparts and duplicate originals, including electronic and facsimile counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. The Parties intend that any counterpart copy signed and exchanged shall be fully binding as an original handwritten executed copy and all such copies together shall constitute one instrument.

Customer Name: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Date: \_\_\_\_\_

Stratus Networks

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_