

## **ATTACHMENT A**

# **AMENDED AND RESTATED BYLAWS**

## **OF**

### **MITEL NETSOLUTIONS, INC.**

**(A Texas Corporation)**

#### **Article 1**

##### **Offices**

1.1 *Registered Office.* The registered office and registered agent of Mitel NetSolutions, Inc. (the "Corporation") will be as set forth in the Corporation's Articles of Incorporation. The Corporation may change its registered office, registered agent, or both by filing a statement of change with the secretary of state of the state of Texas.

1.2 *Other Offices.* The Corporation may also have offices at other places, both within and outside the state of Texas, as the board of directors determines or as the business of the Corporation requires.

#### **Article 2**

##### **Shareholders**

2.1 *Place of Meetings.* All meetings of the shareholders for the election of directors will be held at a place, within or outside the state of Texas, fixed by the board of directors. Meetings of shareholders for any other purpose will be held at a time and place, within or outside the state of Texas, stated in the notice of the meeting or in a duly executed waiver of notice. The board of directors may determine that any meeting may be held solely by remote communication in accordance with Texas law.

2.2 *Annual Meeting.* Annual meetings of shareholders shall be held at such time and place as determined by the board of directors, at which time the shareholders shall elect a board of directors and transact any other business as may properly be brought before the meeting. Meetings of shareholders shall be held at the place, either within or without the state of Texas, as may be designated by resolution of the board of directors from time to time.

2.3 *List of Shareholders.* A complete list, arranged in alphabetical order, of the shareholders entitled to vote at the meeting, along with each shareholder's address, the type and number of shares held by each shareholder, and the number of votes to which each shareholder is entitled (if different from the number of shares), will be prepared by the officer or agent in charge of the stock transfer books at least eleven days before the date of each shareholders' meeting. The list will be kept on file at the registered office of the Corporation for a period of at least ten days before the date of the meeting and will be subject to inspection by any shareholder at any time during usual business hours.

Alternatively, the list of shareholders may be kept on a reasonably accessible electronic network, if the information required to gain access to the list is provided with the notice of the meeting. The Corporation is not required to include any electronic contact information of any shareholder on the list. If the Corporation elects to make the list available on an electronic network, the Corporation will take reasonable steps to ensure that the information is available only to shareholders of the Corporation. The list will be produced and kept open at the place and for the duration of the meeting and will be subject to inspection by any shareholder present. If the meeting is held by remote communication, the list must be open to the examination of any shareholder for the duration of the meeting on a reasonably accessible electronic network, and the information required to access the list must be provided to shareholders with the notice of the meeting. The original stock transfer books will be prima facie evidence of who is entitled to examine the list or transfer book or to vote at any such meeting of shareholders.

2.4 *Special Meetings.* Special meetings of the shareholders (unless otherwise prescribed by law, the Articles of Incorporation, or these bylaws) may be called by the president or the board of directors or will be called by the president or secretary at the written request of the holders of not less than 40 percent of all the shares issued, outstanding, and entitled to vote (unless a different percentage is specified in the Articles of Incorporation). The request will state the purposes of the proposed meeting. Business transacted at all special meetings will be confined to the purposes stated in the notice of the meeting unless all shareholders entitled to vote are present and consent otherwise.

2.5 *Notice.* Written or printed notice stating the place, day, and time of any meeting of the shareholders, the means of any remote communications by which shareholders may be considered present and may vote at the meeting, and, in case of a special meeting, the purposes for which the meeting is called will be delivered not less than ten nor more than sixty days before the meeting. The notice will be delivered in person, by electronic transmission, or by mail at the direction of the president, the secretary, or any other person calling the meeting to each shareholder of record entitled to vote at the meeting. If mailed, the notice will be deemed delivered when deposited in the United States mail, addressed to the shareholder at the shareholder's address as it appears on the stock transfer books of the Corporation, with postage prepaid. If transmitted by facsimile or electronic message, the notice will be deemed delivered when the facsimile or electronic message is successfully transmitted.

2.6 *Quorum.* With respect to any matter, the presence in person or by proxy of the holders of a majority of the shares entitled to vote on that matter will be necessary and sufficient to constitute a quorum for the transaction of business except as otherwise provided by law, the Articles of Incorporation, or these bylaws. If, however, a quorum is not represented at any meeting of the shareholders, the shareholders entitled to vote at the meeting, present in person or represented by proxy, will have the power to adjourn the meeting without notice (other than announcement at the meeting) until a quorum is represented. If the adjournment is for more than thirty days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting will be given to each shareholder of record entitled to vote at the meeting. At a rescheduled meeting at which a quorum is represented, any business may be transacted that might have been transacted at the meeting as originally notified.

2.7 *Voting.* When a quorum is present at any meeting of the Corporation's shareholders, the vote of the holders of a majority of the shares entitled to vote and represented in person or by proxy on any question brought before the meeting will be sufficient to decide that question, provided that if the question is one on which by express provision of law, the Articles of Incorporation, or these bylaws a different vote is required, that express provision governs the decision of the question.

2.8 *Method of Voting.* Each outstanding share of the Corporation's capital stock, regardless of class or series, will be entitled to one vote on each matter submitted to a vote at a meeting of shareholders, except to the extent that the voting rights of the shares of any class or series are limited or denied by the Articles of Incorporation, as amended. At any meeting of the shareholders, every shareholder having the right to vote will be entitled to vote in person or by proxy executed in writing by the shareholder and bearing a date not more than eleven months before the meeting, unless the proxy provides for a longer period. A telegram, telex, cablegram, or similar transmission by the shareholder or a photographic, photostatic, facsimile, or similar reproduction of a writing executed by the shareholder will be treated as an execution in writing. Any electronic transmission must contain or be accompanied by information from which it can be determined that the transmission was authorized by the shareholder. Each proxy will be revocable unless expressly provided that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Each proxy will be filed with the secretary of the Corporation before or at the time of the meeting. Voting for directors will be in accordance with article 3 of these bylaws. Voting on any question or in any election may be by voice vote or show of hands unless the presiding officer orders or any shareholder demands that voting be by written ballot.

2.9 *Record Date; Closing Transfer Books.* The board of directors may fix in advance a record date for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders. The record date must be not less than ten nor more than sixty days before the meeting. The board of directors may close the stock transfer books for this purpose for a period of not less than ten nor more than sixty days before the meeting. In the absence of any action by the board of directors, the date on which the notice of the meeting is mailed will be the record date.

2.10 *Action Without Meeting.*

(a) Any action required by law or permitted to be taken at a meeting of the shareholders may be taken without a meeting, without prior notice, or without a vote, if a consent in writing, setting forth the action taken, is signed by the holders of all shares necessary to take the action or if permitted by the Articles of Incorporation by the holders of shares having not less than the minimum number of votes necessary to take the action at a meeting.

(b) Every written consent of the shareholders must bear the date of signature. No written consent will be effective to take the action that is the subject of the consent unless, within sixty days after the date of the earliest dated consent delivered to the Corporation as provided below, a consent signed by the holders of shares having not less than the minimum number of votes necessary to take the action that is the subject of the consent is delivered to the Corporation. Delivery must be made by hand or by certified or registered mail, return receipt

requested, and, in the case of delivery to the Corporation's principal place of business, addressed to the president of the Corporation.

(c) A telegram, telex, cablegram, or other electronic transmission by a shareholder or a photographic, photostatic, facsimile, or similar reproduction of a writing signed by a shareholder is regarded as signed by the shareholder for the purposes of this section of the bylaws. A telegram, telex, cablegram, or other electronic transmission by a shareholder consenting to an action to be taken is considered to be written, signed, and dated if the transmission sets forth or is delivered with information from which the Corporation can determine that the transmission was transmitted by the shareholder and the date on which it was transmitted. The date of transmission is the date on which the consent was signed. Consent given by telegram, telex, cablegram, or other electronic transmission will not be considered delivered until the consent is reproduced in paper form and delivered to the Corporation at its registered office or its principal place of business or to an officer or agent of the Corporation having custody of the book in which proceedings of shareholder meetings are recorded. Consent given by telegram, telex, cablegram, or other electronic transmission may be delivered to the Corporation at its registered office or its principal place of business or to an officer or agent of the Corporation having custody of the book in which proceedings of shareholder meetings are recorded to the extent and in the manner provided by resolution of the board of directors of the Corporation. Any photographic, photostatic, facsimile, or similarly reliable reproduction of a consent in writing signed by a shareholder may be substituted for the original writing for any purpose for which the original writing could be used, if the reproduction is a complete reproduction of the original writing.

(d) Prompt notice of any action taken by shareholders without a meeting by less than unanimous written consent, if permitted, must be given to those shareholders who did not consent in writing to the action, but advance notice is not required.

2.11 *Telephone or Remote Communication Meetings.* Shareholders may participate in and hold a meeting by means of a conference telephone or other similar means of remote communication equipment so that all participants in the meeting can communicate with each other. Participation in such a meeting will constitute presence at the meeting, except when a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened. If voting takes place at such a meeting, the Corporation must (a) implement reasonable measures to verify that each person considered present and permitted to vote at the meeting is a shareholder and (b) maintain a record of any vote or other action taken at the meeting.

## **Article 3**

### **Board of Directors**

3.1 *Management.* The business and affairs of the Corporation will be managed by or under the direction of the board of directors, who may exercise all such powers of the Corporation and do all such lawful acts not directed or required by law, the Articles of Incorporation, or these bylaws to be exercised by the shareholders.

3.2 *Qualification; Election; Term.* None of the directors need be a shareholder of the Corporation or a resident of the state of Texas. The directors will be elected by plurality vote at the annual meeting of the shareholders, except as hereinafter provided. Each elected director will hold office until whichever of the following occurs first: (a) a successor is elected and qualified, (b) resignation, (c) removal from office by the shareholders or (d) death.

3.3 *Number.* The number of directors shall consist of three or such other number as shall be fixed from time to time by the board of directors. Directors need not be shareholders. Directors shall be elected at the annual meeting of shareholders or, if, in accordance with Section 2.2 hereof, no such annual meeting is held, by written consent in lieu of meeting pursuant to Section 2.10 hereof, and each director shall hold office until his successor is elected and qualified, or until his earlier death or resignation or removal in the manner hereinafter provided.

3.4 *Removal.* Any director may be removed with or without cause at any special meeting of shareholders by the affirmative vote of a majority of shares of the shareholders present in person or represented by proxy at the meeting and entitled to vote for the election of a director, provided that notice of intention to act on the matter has been given in the notice calling the meeting.

3.5 *Vacancies.* Any vacancy occurring in the board of directors by death, resignation, removal, or any other manner may be filled by an affirmative vote of a majority of the remaining directors even if that majority constitutes less than a quorum of the board of directors. A director elected to fill a vacancy will be elected for the unexpired term of his predecessor in office. A directorship to be filled by reason of an increase in the number of directors may be filled by the board of directors for a term of office only until the next election of one or more directors by the shareholders.

3.6 *Place of Meetings.* Regular or special meetings of the board of directors may be held at any place within or outside the state of Texas as fixed by the board of directors.

3.7 *Annual Meeting.* The first meeting of each newly elected board of directors will be held without further notice immediately following the annual meeting of shareholders and at the same place, unless the directors then elected and serving change the time or place by unanimous consent.

3.8 *Regular Meetings.* Regular meetings of the board of directors may be held without notice at any time and place determined by resolution of the board of directors. Except as may be otherwise expressly provided by law, the Articles of Incorporation, or these bylaws, neither the business to be transacted nor the purpose of any regular meeting need be specified in a notice or waiver of notice.

3.9 *Special Meetings.* Special meetings of the board of directors may be called by the president on oral or written notice to each director, given either personally, by telephone, by telegram, or by mail. Special meetings will be called by the president, the secretary, or any other person authorized in like manner and on like notice on the written request of at least two directors. Except as may be otherwise expressly provided by law, the Articles of Incorporation,

or these bylaws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice.

3.10 *Quorum and Action by Directors.* At all meetings of the board of directors the presence of a majority of the directors then in office will be necessary and sufficient to constitute a quorum for the transaction of business. The affirmative vote of at least a majority of the directors present at any meeting at which there is a quorum will be the act of the board of directors, except as may be otherwise specifically provided by law, the Articles of Incorporation, or these bylaws. If a quorum is not present at any meeting of the board of directors, the directors present may adjourn the meeting without notice other than announcement at the meeting until a quorum is present.

3.11 *Interested Directors.* No contract or transaction between the Corporation and one or more of its directors or officers or between the Corporation and any other entity in which one or more of the Corporation's directors or officers is a managerial official or has a financial interest will be void or voidable (a) for this reason; (b) because the director or officer is present at or participates in the meeting of the board of directors or committee that authorizes the contract or transaction; or (c) because his vote authorizes the contract or transaction if (i) the material facts of his relationship or interest and of the contract or transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors or committee members, even though the disinterested directors or committee members are less than a quorum; (ii) the material facts of his relationship or interest and of the contract or transaction are disclosed or are known to the shareholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the shareholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved, or ratified by the board of directors, a committee thereof, or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee that authorizes the contract or transaction.

3.12 *Committees.* The board of directors may designate committees, each of which will be composed of one or more directors, and may designate one or more of its directors as alternate members of any committee, who may, subject to any limitations imposed by the board of directors, replace absent or disqualified committee members at any meeting of that committee. Any committee, to the extent provided by resolution of the board of directors, will have and may exercise all of the authority of the board of directors in the business and affairs of the Corporation except when the action of the board of directors is required or the authority of the committee is limited by statute. The number of members on each committee may be changed by resolution of the board of directors. Any member of any committee may be removed from that committee at any time by resolution of the board of directors. Vacancies in the membership of a committee (whether by death, resignation, removal, or any other manner) may be filled by resolution of the board of directors. The time, place, and notice of any meetings of any committee will be determined by that committee. At meetings of any committee, a majority of the members of that committee constitutes a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present will be the act of the committee, except as otherwise specifically provided by statute, the Articles of

Incorporation, or these bylaws. If a quorum is not present at a meeting of any committee, the members present may adjourn the meeting without notice (other than an announcement at the meeting) until a quorum is present. Each committee will keep regular minutes of its proceedings and report them to the board when required. The designation of any committee of the board of directors and the delegation thereto of authority will not operate to relieve the board of directors or any member thereof of any responsibility imposed on the board or the member by law.

3.13 *Action by Consent.* Any action required or permitted to be taken at any meeting of the board of directors or any committee of the board of directors may be taken without a meeting if a consent in writing, setting forth the action taken, is signed by all the members of the board of directors or the committee, as the case may be. A telegram, telex, cablegram, or other electronic transmission by a director consenting to an action to be taken and transmitted by a director is considered written, signed, and dated for the purposes of this section if the transmission sets forth or is delivered with information from which the Corporation can determine that the transmission was transmitted by the director and the date on which the director transmitted the transmission. A consent will have the same force and effect as a unanimous vote at a duly called and held meeting of the board of directors or the committee, as the case may be.

3.14 *Compensation of Directors.* Directors will receive the compensation for their services and reimbursement for their expenses established by the board of directors, by resolution, provided that nothing herein will preclude any director from serving the Corporation in any other capacity and receiving compensation for that service.

3.15 *Resignations.* A director may resign at any time by giving written notice or by electronic transmission to the board of directors or the chair of the board. The resignation will take effect as of the date of receipt of notice or any later time specified therein, and, unless otherwise specified, the acceptance of the resignation will not be necessary to make it effective.

## **Article 4**

### **Notice**

4.1 *Form of Notice.* Whenever required by law, the Articles of Incorporation, or these bylaws, notice is to be given to any director, committee member, or shareholder, and if no provision is made as to how notice is to be given, notice may be given in writing, by mail, postage prepaid, addressed to the director, committee member, or shareholder at the address that appears on the books of the Corporation or by any other method permitted by law. Any notice required or permitted to be given by mail will be deemed to be given at the time it is deposited in the United States mail. Notice to directors, committee members, or shareholders may also be given by a nationally recognized overnight delivery or courier service or by telegraph and will be deemed delivered when the notice is received by the proper recipient, or, if earlier, (a) in the case of an overnight delivery or courier service, one day after the notice is sent by the overnight delivery or courier service; and (b) in the case of telegraph, when deposited at a telegraph office for transmission and all appropriate fees have been paid. With consent of a shareholder, director, or committee member, notice from the Corporation may be given to that shareholder, director, or committee member by electronic transmission. The shareholder, director, or committee member may specify the form of electronic transmission to be used to communicate notice. The



shareholder, director, or committee member may revoke this consent by written notice to the Corporation. The consent is deemed to be revoked if the Corporation is unable to deliver by electronic transmission two consecutive notices and the person responsible for delivering notice on behalf of the Corporation knows that delivery of these two electronic transmissions was unsuccessful, provided, however, that the inadvertent failure to treat the unsuccessful transmissions as a revocation of consent does not invalidate a meeting or other action. Notice by electronic transmission is deemed given when the notice is (a) transmitted to a facsimile number provided by the shareholder, director, or committee member for the purpose of receiving notice; (b) transmitted to an electronic mail address provided by the shareholder, director, or committee member for the purpose of receiving notice; (c) posted on an electronic network, and a message is sent to the shareholder, director, or committee member at the address provided by the shareholder, director, or committee member for the purpose of alerting the shareholder, director, or committee member of a posting; or (d) communicated to the shareholder, director, or committee member by any other form of electronic transmission consented to by the shareholder, director, or committee member.

4.2 *Waiver.* Whenever any notice is required to be given to any shareholder or director of the Corporation as required by law, the Articles of Incorporation, or these bylaws, a written waiver signed by the person or persons entitled to notice or a waiver by electronic transmission by the person entitled to notice, given before or after the time stated in the notice, will be equivalent to giving the notice. Attendance of a shareholder or director at a meeting will constitute a waiver of notice of that meeting, except when the shareholder or director attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting has not been lawfully called or convened. Neither the business to be transacted at a regular or special meeting of the shareholders, directors, or committee members nor the purpose of such a meeting is required to be specified in a written waiver of notice or a waiver by electronic transmission unless required by the Articles of Incorporation.

## **Article 5**

### **Officers and Agents**

5.1 *In General.* The board of directors will elect a president and a secretary according to the election provision of these bylaws. The board may also elect a chair of the board, a vice chair of the board, vice presidents, assistant vice presidents, a treasurer, assistant secretaries, and assistant treasurers. Any two or more offices may be held by the same person.

5.2 *Election.* The board of directors, at its first meeting after each annual meeting of shareholders, will elect a president and a secretary, neither of whom need be a member of the board of directors or a shareholder of the Corporation.

5.3 *Other Officers and Agents.* The board of directors may also elect and appoint any other officers and agents it deems necessary, who will be elected and appointed for the terms and will exercise the powers and perform the duties determined by the board. Any person may hold two or more offices at the same time.

5.4 *Compensation.* The compensation of all officers and agents of the Corporation will be fixed by the board of directors or any committee of the board, if so authorized by the board.

5.5 *Term of Office and Removal.* Each officer of the Corporation will hold office until death, resignation or removal from office, or the election and qualification of a successor, whichever occurs first. Any officer or agent elected or appointed by the board of directors may be removed at any time, with or without cause, by the affirmative vote of a majority of the entire board of directors, but removal will not prejudice the contract rights, if any, of the person removed. If any office becomes vacant for any reason, the vacancy may be filled by the board of directors.

5.6 *Employment and Other Contracts.* The board of directors may authorize any officer or agent to enter into any contract or execute and deliver any instrument in the name of or on behalf of the Corporation, and the authority may be general or confined to specific instances. The board of directors may, when it believes the interest of the Corporation will best be served, authorize executive employment contracts that will have terms no longer than ten years and contain any other terms and conditions that the board of directors deems appropriate. Nothing herein will limit the authority of the board of directors to authorize employment contracts for shorter terms.

5.7 *Chair of the Board of Directors.* If the board of directors has elected a chair of the board, the chair will preside at all meetings of the shareholders and the board of directors. Except when the signature of the president is required by law, the chair will have the same power as the president to sign all certificates, contracts, and other instruments of the Corporation. During the absence or disability of the president, the chair will exercise the powers and perform the duties of the president.

5.8 *President.* The president will be the chief executive officer of the Corporation and, subject to the control of the board of directors, will supervise and control all of the business and affairs of the Corporation. The president will, in the absence of the chair of the board, preside at all meetings of the shareholders and the board of directors. The president will sign, execute, and acknowledge, in the name of the Corporation, deeds, mortgages, bonds, contracts or other proper instruments, except in cases where the board of directors or these bylaws delegate to, or authorize the signing and execution thereof by, some other officer or agent of the Corporation. The president will have all powers and perform all duties incident to the office of president and will have all other powers and perform all other duties that the board of directors may prescribe.

5.9 *Vice Presidents.* Each vice president will have the usual and customary powers and perform the usual and customary duties incident to the office of vice president and will have other powers and perform other duties the board of directors or any committee of the board may prescribe or the president may delegate. In the absence or disability of the president, a vice president designated by the board of directors or, in the absence of such designation, the vice presidents in the order of their seniority in office will exercise the powers and perform the duties of the president.

5.10 *Secretary.* The secretary will attend all meetings of the shareholders and record all votes and minutes of all proceedings in a book to be kept for that purpose. The secretary will perform like duties for the board of directors and committees of the board when required. The secretary will give, or cause to be given, notice of all meetings of the shareholders and special meetings of the board of directors. The secretary will keep in safe custody the seal of the Corporation. The secretary will be under the supervision of the president. The secretary will have other powers and perform other duties the board of directors prescribes or the president delegates.

5.11 *Assistant Secretaries.* The assistant secretaries, if any, in the order of their seniority in office, unless otherwise determined by the board of directors, will, in the absence or disability of the secretary, exercise the powers and perform the duties of the secretary. They will have other powers and perform other duties the board of directors prescribes or the president delegates.

5.12 *Treasurer.* The treasurer will have responsibility for the receipt and disbursement of all corporate funds and securities, will keep full and accurate accounts of the receipts and disbursements, and will deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Corporation in the depositories designated by the board of directors. The treasurer will render to the directors, whenever they may require it, an account of the operating results and financial condition of the Corporation and will have other powers and perform other duties the board of directors prescribes or the president delegates.

5.13 *Assistant Treasurers.* The assistant treasurers, if any, in the order of their seniority in office, unless otherwise determined by the board of directors, will, in the absence or disability of the treasurer, exercise the powers and perform the duties of the treasurer. They will have other powers and perform other duties the board of directors prescribes or the president delegates.

5.14 *Bonding.* The Corporation may secure a bond to protect the Corporation from loss in the event of defalcation by any of the officers. The bond may be in the form and amount and with the surety the board of directors deems appropriate.

## **Article 6**

### **Certificates Representing Shares**

6.1 *Form of Certificates.* Certificates, representing shares to which shareholders are entitled in the form determined by the board of directors, will be delivered to each shareholder. Certificates will be consecutively numbered and entered in the stock book of the Corporation as they are issued. Each certificate will state on its face (a) that the Corporation is organized under the laws of Texas; (b) the holder's name, the number, and class of shares and any designation of the series; and (c) the par value of the shares or a statement that the shares are without par value. They will be signed by the president (or a vice president) and the secretary (or an assistant secretary) and may be sealed with the seal of the Corporation or a facsimile thereof. If any certificate is countersigned by a transfer agent or an assistant transfer agent or registered by a registrar, any of which is other than the Corporation or an employee of the Corporation, the signatures of the Corporation's officers may be facsimiles. If any officer who has signed or

whose facsimile signature has been used on a certificate ceases for any reason to be an officer of the Corporation before the certificate has been delivered by the Corporation or its agents, the certificate may nevertheless be adopted by the Corporation and be issued and delivered as though the person had not ceased to be an officer of the Corporation.

6.2 *Lost Certificates.* The board of directors may direct that a new certificate be issued in place of any certificate issued by the Corporation alleged to have been lost or destroyed, on the making of an affidavit of fact by the person claiming the certificate to be lost or destroyed. When authorizing the issue of a new certificate, the board of directors, in its discretion and as a condition precedent to the issuance, may require the owner of the lost or destroyed certificate or the owner's legal representative to advertise the same in any manner as the Corporation may require and/or to give the Corporation a bond, in the form and amount and with surety as it may direct, as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost or destroyed. When (a) a certificate has been lost, destroyed, or wrongfully taken; (b) the holder of record fails to notify the Corporation within a reasonable time after the holder has notice that the certificate has been lost, destroyed, or wrongfully taken; and (c) the Corporation registers a transfer of the shares represented by the certificate before receiving notification, the holder of record is precluded from making any claim against the Corporation for the transfer of a new certificate.

6.3 *Transfer of Shares.* Shares of stock will be transferable only on the books of the Corporation by the holder of the share in person or by the holder's duly authorized attorney in fact. On surrender to the Corporation or the transfer agent of the Corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the Corporation or the transfer agent of the Corporation will issue a new certificate to the person entitled to it, cancel the old certificate, and record the transaction in its books.

6.4 *Registered Shareholders.* The Corporation will be entitled to treat the holder of record of any share of stock as the holder in fact and, accordingly, will not be bound to recognize any equitable or other claim to or interest in the share on the part of any other person, whether or not the Corporation has express or other notice, except as otherwise provided by law.

## **Article 7**

### **General Provisions**

7.1 *Dividends.* Dividends on the outstanding shares of the Corporation, subject to the provisions of the Articles of Incorporation, if any, may be declared by the board of directors at any regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the Corporation, subject to the provisions of the Texas Business Corporation Act and the Articles of Incorporation. The board of directors may fix in advance a record date, which is not to be more than sixty days before the payment date of the dividend, for the purpose of determining shareholders entitled to receive payment of any dividend, or the board of directors may close the stock transfer books for that purpose for a period of not more than sixty days before the payment date of the dividend. In the absence of any action by the board of directors,

the date on which the board of directors adopts the resolution declaring dividends will be the record date.

7.2 *Reserves.* There may be created by resolution of the board of directors out of the surplus of the Corporation any reserves the directors in their discretion deem proper to provide for contingencies, to equalize dividends, to repair or maintain any property of the Corporation, or for any other purpose the directors deem beneficial to the Corporation. The directors may modify or abolish any reserve in the manner in which it was created. Surplus of the Corporation to the extent reserved will not be available for the payment of dividends or other distributions by the Corporation.

7.3 *Telephone and Similar Meetings.* Shareholders, directors, and committee members may? participate in and hold meetings by means of conference telephone or other similar means of remote communication equipment such that all participants in the meeting can communicate with each other. Participation in such a meeting will constitute presence in person at the meeting, except when a person participates in the meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business on the ground that the meeting had not been lawfully called or convened.

7.4 *Books and Records.* The Corporation will keep correct and complete books and records of account and minutes of the proceedings of its shareholders and board of directors and will keep at its registered office or principal place of business, or at the office of its transfer agent or registrar, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of the shares held by each.

7.5 *Fiscal Year.* The fiscal year of the Corporation will be fixed by resolution of the board of directors.

7.6 *Seal.* The Corporation may have a seal, and? the seal may be used by causing it or a facsimile of it to be impressed, affixed, or reproduced, or otherwise. Any officer of the Corporation will have authority to affix the seal to any document requiring it.

7.7 *Indemnification.* The Corporation will indemnify its directors and officers to the fullest extent permitted by the Texas Business Corporation Act and may, if and to the extent authorized by the board of directors, indemnify any other person whom it has the power to indemnify against liability, reasonable expense, or any other matter whatever.

7.8 *Insurance.* The Corporation may at the discretion of the board of directors purchase and maintain insurance on behalf of the Corporation and any person whom it has the power to indemnify pursuant to law, the Articles of Incorporation, or these bylaws, or otherwise.

7.9 *Resignation.* Any director, officer, or agent may resign by giving written notice to the president or the secretary of the Corporation. The resignation will take effect at the time specified in the resignation or immediately if no time is specified. Unless otherwise specified, acceptance of the resignation will not be necessary to make it effective.

7.10 *Amendment of Bylaws.* These bylaws may be altered, amended, or repealed at any meeting of the board of directors at which a quorum is present, by the affirmative vote of a

majority of the directors present at such a meeting, or by the corporation's shareholders if that power is exclusively reserved to them. The board of directors may not amend, appeal, or readopt a bylaw if the shareholders expressly provide that the board of directors may not do so.

7.11 *Invalid Provisions.* If any part of these bylaws is held invalid or inoperative for any reason, the remaining parts, as far as possible and reasonable, will be valid and operative.

7.12 *Relation to Articles of Incorporation.* These bylaws are subject to and governed by the? Articles of Incorporation.

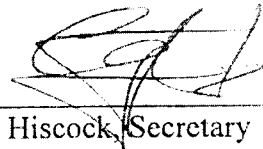
7.13 *Section Headings.* The headings contained in these bylaws are for reference purposes only and will not affect in any way the meaning or interpretation of these bylaws.

7.14 *Gender and Number of Words.* When the context requires, the gender of all words used in these bylaws includes the masculine, feminine, and neuter, and the number of all words includes the singular and the plural.

### CERTIFICATION

The undersigned hereby certify that he is duly elected and acting Secretary of Mitel NetSolutions, Inc. and that the foregoing is a true and correct copy of the Amended and Restated Bylaws authorized by written action of the members of the Board of Directors of Mitel NetSolutions, Inc. as of the 14th day of January, 2009.

IN WITNESS WHEREOF, the undersigned Secretary has set his hand this 14th day of January, 2008.



---

Gregory Hiscock, Secretary



## Office of the Secretary of State

The undersigned, as Secretary of State of Texas, does hereby certify that the attached is a true and correct copy of each document on file in this office as described below:

Mitel Cloud Services, Inc.  
Filing Number: 115765700

Certificate of Amendment

February 18, 2015

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on February 19, 2015.



A handwritten signature in cursive script that reads "Coby Shorter III".

Coby Shorter, III  
Deputy Secretary of State



**Form 424**

Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
FAX: 512/463-5709

**Filing Fee: See instructions**



**Certificate  
of Amendment**

**Filed in the Office of the  
Secretary of State of Texas  
Filing #: 115765700 02/18/2015  
Document #: 591941510003  
Image Generated Electronically  
for Web Filing**

**Entity Information**

The filing entity is a: **Domestic For-Profit Corporation**

The name of the filing entity is: **Mitel NetSolutions, Inc.**

The file number issued to the filing entity by the secretary of state is: **115765700**

**Amendment to Name**

The amendment changes the formation document of the filing entity to change the article or provision that names the entity. The article or provision is amended to read as follows:

The name of the filing entity is:

**Mitel Cloud Services, Inc.**

A letter of consent, if applicable, is attached.

**Statement of Approval**

The amendment has been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

**Effectiveness of Filing**

☒ A. This document becomes effective when the document is filed by the secretary of state.

☐ B. This document becomes effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is:

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and declares under penalty of perjury that the undersigned is authorized under the Texas Business Organizations Code to execute the filing instrument.

Date: **February 18, 2015**

**Jon Brinton**

Signature of authorized person

**FILING OFFICE COPY**



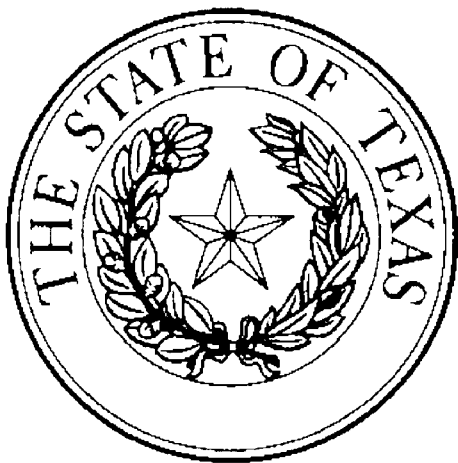
## Office of the Secretary of State

### Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for Mitel Cloud Services, Inc. (file number 115765700), a Domestic For-Profit Corporation, was filed in this office on June 19, 1990.

It is further certified that the entity status in Texas is in existence.

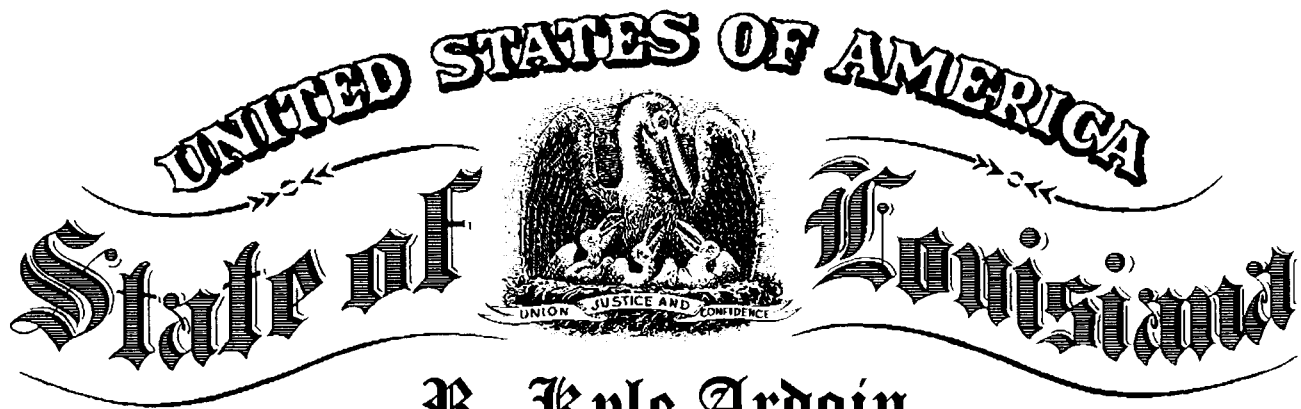
In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on August 25, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes  
Secretary of State

## **ATTACHMENT B**



**R. Kyle Ardoin**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

**MITEL CLOUD SERVICES, INC.**

A corporation domiciled in HOUSTON, TEXAS,

Filed charter and qualified to do business in this State on January 25, 1991,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

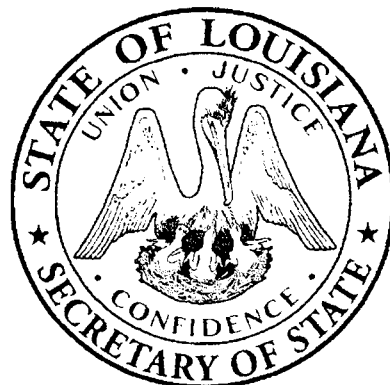
I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 3, 2020

*Secretary of State*

Web 34372449F



Certificate ID: 11293656#LUL73

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
**[www.sos.la.gov](http://www.sos.la.gov)**

## **ATTACHMENT C**

**MITEL CLOUD SERVICES, INC.**  
**BALANCE SHEET**

	Year Ended December 31, 2019	Year Ended December 31, 2018
Cash	705,527	-
AR	16,133,808	17,689,924
Inventory	62,630	143,365
Prepays and other	2,850,684	3,088,127
Due from related parties, net	23,667,521	-
Other Receivables	2,543,907	147,320
<b>Total Current assets</b>	<b>45,964,077</b>	<b>21,068,736</b>
Property, Plant, and equipment (Net)	18,917,592	2,248,711
Other long-term assets	73,239,741	61,460,028
<b>Total Assets</b>	<b>138,121,410</b>	<b>84,777,475</b>
Payables	7,850,511	2,788,922
Deferred revenue	18,044,990	16,837,520
Due to related parties, net	-	31,062,344
Other Current	25,959,950	20,089,907
<b>Total current liabilities</b>	<b>51,855,451</b>	<b>70,778,693</b>
Other non-current liabilities	4,562,303	2,655,768
<b>Total Liabilities</b>	<b>56,417,754</b>	<b>73,434,461</b>
Common Stock	1,000	1,000
Paid Capital	-	-
Total Shareholder's Equity	81,702,656	11,342,014
<b>Total Liabilities and Shareholder's Equity</b>	<b>138,121,410</b>	<b>84,777,475</b>

**MITEL CLOUD SERVICES, INC.**  
**INCOME STATEMENT**  
**Year ended December 31, 2019**

Revenues	278,006,311
Cost of revenues	(100,607,106)
<b>Gross Margin</b>	<b>177,399,204</b>
Selling, general and administrative expenses	(112,399,242)
<b>Operating Income</b>	<b>64,999,963</b>
Other expenses	(24,855,762)
<b>Income before income taxes</b>	<b>40,144,201</b>
Current income tax recovery	(10,278,912)
<b>Net income</b>	<b>29,865,289</b>

## **ATTACHMENT D**



## **Mitel Cloud Services, Inc. Corporate Officers biography.**

### **Tarun Loomba** Chairman & President

As Chairman & President, Tarun leads product strategy, delivery and operations for Mitel's entire portfolio of cloud and on-site solutions including product management, research and development, customer support, global cloud operations and supply chain operations.

A Silicon Valley veteran, Tarun brings more than 20 years of experience building winning product and solution portfolios for software, hardware, network storage, data analytics, and cloud technology companies. Prior to joining Mitel, Tarun served as Executive Vice President of Products and Solutions at Polycom, where he played a key role in driving revenue growth, expanding into new market segments, developing industry partnerships, and strengthening the company's voice portfolio with new product and cloud capabilities.

Tarun holds a bachelor's degree in electrical engineering from the University of Michigan and an MBA from the Wharton School of the University of Pennsylvania.

### **Graham Bevington** Vice President

In his role as Vice President, Graham Bevington leads Mitel's business and sales operations, business development, and strategic cross-functional programs. He focuses on leveraging data-driven insights, industry benchmarks and a lifetime in the sector to drive cross-functional alignment for transformative corporate initiatives.

With a deep knowledge of the communications market and extensive experience leading go-to-market teams, Graham has played a pivotal role in Mitel's growth and success. During his 20-year tenure on the company's leadership team, Mitel has emerged as the market share leader in the PBX/IP-PBX market in Europe, taken the number three position in North America, and become the fourth largest communications and collaboration provider in the world.

Most recently, Graham served as EVP, Business Development, in which he was responsible for driving Mitel's M&A and business development strategy along with nurturing strategic relationships with key customers and partners. Previously, he also led Mitel's worldwide enterprise sales and go-to-market efforts as EVP and Chief Sales Officer. Prior to his time at Mitel, Graham held senior leadership roles for European telecom companies, including DeTeWe and Shipton Communications.

## **Mitel Cloud Services, Inc. Corporate Officers biography.**

### **Greg Hiscock** Secretary

As Secretary, Greg oversees Mitel's global legal team responsible for strategic transactions, mergers and acquisitions, corporate governance, securities and corporate compliance, litigation, regulatory matters, intellectual property, employment-related matters, corporate policies, and general corporate and commercial contracts. Additionally, Greg serves as Director, Global Ethics & Compliance, Mitel's Corporate Secretary, director and secretary for multiple Mitel subsidiaries, and an advisor to the Mitel Board of Directors.

A seasoned veteran in the technology and telecommunications sectors, Greg brings more than 20 years of legal experience to the Mitel leadership team, including over 18 years with Mitel. During his legal career, Greg has also served as in-house counsel at Orchestream Canada (formally CrossKeys Systems) and in private practice.

Greg holds joint Juris Doctor and Bachelor of Laws degrees from the University of Detroit School of Law and the University of Windsor, respectively, and a Bachelor of Arts, Honours from Queens University at Kingston. He also holds the ICD.D professional director designation from the Institute of Corporate Directors.

### **Paul Ciaramitaro** Treasurer

As Treasurer, Paul oversees Mitel's U.S. tax based out of Mesa, Arizona.

As a seasoned veteran in corporate tax, Paul brings more than 33 years of tax experience to the Mitel leadership team, including over 13 years with Mitel.

Paul a Bachelor of Accounting degree from the University of Detroit and a Master of Science in Taxation degree from Walsh College in Troy, Michigan. He also holds a CPA license from the State of Michigan.

## ATTACHMENT E

## **Technical Ability**

Since 2011, Mitel has fundamentally reoriented the company from an on-site or premise-based unified communications and telephony business to become a diverse global market leader with established positions in next-generation cloud and enterprise markets. Mitel has invested heavily in the research and development (R&D) of its IP-based communications and collaboration solutions to take advantage of the worldwide shift from traditional digital communications systems to cloud, mobile and application-based solutions. Mitel believes its early and sustained R&D has positioned it to capitalize on the industry shift from legacy systems to IP and cloud communications solutions, including UCC solutions used in desktop and mobile environments

## **ATTACHMENT F**

## **Description of Services**

Mitel provides telecommunication services such as PRI, SIP Trunks, Dedicated Long Distance, Internet Access, MPLS, Dynamic Internet Access and VoIP, Integrated Internet Access and Voice Trunks; and various cloud communication services. These services are sold in jurisdictions across all fifty (50) united states. Mitel also provides cloud services in various international jurisdictions including United Kingdom, France, Germany, and Australia.

## **ATTACHMENT G**

## States Authorized to Operate

Alabama	Georgia	Maryland	New Jersey	South Carolina
Alaska	Hawaii	Massachusetts	New Mexico	South Dakota
Arizona	Idaho	Michigan	New York	Tennessee
Arkansas	Illinois	Minnesota	North Carolina	Texas
California	Indiana	Mississippi	North Dakota	Utah
Colorado	Iowa	Missouri	Ohio	Vermont
Connecticut	Kansas	Montana	Oklahoma	Virginia
DC	Kentucky	Nebraska	Oregon	Washington
Delaware	Louisiana	Nevada	Pennsylvania	West Virginia
Florida	Maine	New Hampshire	Rhode Island	Wisconsin
				Wyoming



## **ATTACHMENT H**

Mitel Cloud Services, Inc.  
Tarun Loomba, President  
1146 N Alma School Road  
Mesa, AZ 85201

Louisiana Public Service Commission No. 1

Original Page No. 1

**Issued:** February \_\_, 2021

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**Mitel Cloud Services, Inc.**

**LOUISIANA INTERCONNECTED VoIP TARIFF**

This tariff contains the rates, terms, and conditions applicable to Interconnected Voice over Internet Protocol (VoIP) Services provided by Mitel Cloud Services, Inc., with principal offices at 1146 N Alma School Road, Mesa, AZ 85201, Phone: 480-449-8847.

This tariff applies for services furnished within the State of Louisiana. The tariff is on file with the Louisiana Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

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Mitel Cloud Services, Inc.  
Tarun Loomba, President  
1146 N Alma School Road  
Mesa, AZ 85201

Louisiana Public Service Commission No. 1

Original Page No. 2

**Issued:** February \_\_, 2021

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### CHECKSHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

Page	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		

\* - indicates those pages included with this filing

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Mitel Cloud Services, Inc.  
Tarun Loomba, President  
1146 N Alma School Road  
Mesa, AZ 85201

Louisiana Public Service Commission No. 1

Original Page No. 3

**Issued:** February \_\_, 2021

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Mitel Cloud Services, Inc.  
Tarun Loomba, President  
1146 N Alma School Road  
Mesa, AZ 85201

Louisiana Public Service Commission No. 1

Original Page No. 4

**Issued:** February \_\_, 2021

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### **SYMBOLS**

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

D - Deleted or Discontinued Material

I - Change Resulting In A Rate Increase

M - Moved From Another Tariff Location

N - New Material

R - Change Resulting In A Rate Reduction

T - Change In Text Only, No Change In Rate

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**Issued:** February \_\_, 2021

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## **TARIFF FORMAT**

**A. Sheet Numbering-** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

**C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

**D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk(\*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Louisiana Public Service Commission.

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Mitel Cloud Services, Inc.  
Tarun Loomba, President  
1146 N Alma School Road  
Mesa, AZ 85201

Louisiana Public Service Commission No. 1

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**Issued:** February \_\_, 2021

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## **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Customer** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

**Company or Carrier** – Mitel Cloud Services, Inc., unless otherwise clearly indicated by the context.

**Commission** - The Louisiana Public Service Commission.

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**Issued:** February \_\_, 2021

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## **SECTION 2 - RULES AND REGULATIONS**

### **2.1 Undertaking of the Company**

The Company's services and facilities are furnished for communications at specified points within the State of Louisiana under the terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

### **2.2 Applicability of Tariff**

This tariff applies to interconnected VoIP traffic that originates and terminates in the State of Louisiana.

### **2.3 Billing and Payment**

**2.3.1** Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company will bill Customers consistent with its Customer agreements, either in advance or in arrears, as specified in the Customer's agreement.

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**Issued:** February \_\_, 2021

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.3 Billing and Payment continued**

- 2.3.2** Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at:

Louisiana Public Service Commission  
602 North Fifth Street, 12th Floor  
P.O. Box 91154  
Baton Rouge, LA 70821-9154  
(225) 342-4999

- 2.3.3** Company may charge a late payment charge on any amounts unpaid by the due date of the lesser of (1) 5% or (2) the highest amount allowed by law.
- 2.3.4** Company will send Customer an invoice each month. For Customers that have elected automatic payment via credit card or auto-debit, the Company will bill Customer's credit card or perform the auto-debit on the date payment is due. If the card or auto-debit fails, Company will notify Customer. The second day after the due date, Company will attempt again to process the charge, and, if it fails again, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to process the payment and, if the payment fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Company will temporarily suspend service until payment is received. Company cancels any account that is past due more than ninety (90) days. The Company will not impose any charge for insufficient funds exceeding \$20.
-

**Issued:** February \_\_, 2021

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.3 Billing and Payment continued**

### **2.4 Taxes**

The quoted rates do not include taxes or other regulatory surcharges. The Company will assess a separate charge on a Customer's bill for state and local taxes and other regulatory surcharges.

### **2.5 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and where such uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

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**Issued:** February \_\_, 2021

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## **2.6 Cancellation or Interruption of Services**

- 2.6.1** Without incurring liability, the Company may discontinue services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:
- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
  - (B) For violation of any of the provisions of this tariff;
  - (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
  - (D) By reason of any order or decision of a court having competent jurisdiction, public service Commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.
- 2.6.2** Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.
- 2.6.3** Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.
- 2.6.4** The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.
- 2.6.5** If, after a termination, the Customer cures any default and requests reinstatement of service, the Company will reinstate such service as quickly as practicable (generally within one business day) and may impose reasonable charges to reinstate service.
-

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**2.6 Cancellation or Interruption of Services (Cont'd)**

**2.6.6** If, for any reason, service is interrupted, the Customer will only be charged for the service that was actually used.

**2.7 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

**2.7.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.7.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

**2.7.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.7.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.8 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

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Issued: February \_\_, 2021

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.9 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer may be assessed a \$10.00 reconnection fee to reinstitute service. Other than any applicable initiation fees, there will be no charge for the service restoration.

### **2.10 Interconnection with Other Common Carriers or Interconnected VoIP Providers**

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or interconnected VoIP provider, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

### **2.11 Use of Service**

Service may be used for any lawful purpose for which it is technically suited.

### **2.12 Liability of the Company**

**2.12.1 Limitation of Liability:** In no event shall the Company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall apply even if the Company has been advised of the possibility of such damages.

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Issued: February \_\_, 2021

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## SECTION 2-RULES AND REGULATIONS, (CONT'D.)

### 2.12 Liability of the Company (Cont'd)

**2.12.2 No Warranties:** The services provided under this tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

**2.12.3** The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

**2.12.4** The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
  - (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
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## **SECTION 2 -RULES AND REGULATIONS, (CONT'D.)**

### **2.13 Disconnection of Service by Company**

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

**2.13.1** If Customer fails to remit by the due date any sum due to the Company for regulated service.

**2.13.2** A violation of any regulation governing the service under this tariff.

**2.13.3** A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

**2.13.4** Service may be disconnected without notice for tampering with Company equipment, for interfering with the service to other Customers, for fraud, or in the event of a hazardous condition.

### **2.14 Disconnection of Service by Customer**

The Customer may terminate service at any time upon thirty (30) days' written notice.

### **2.15 Deposits**

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges. Company will pay interest at a rate of 5% per annum on all customer deposits retained for a period of more than six (6) months.

Any deposits collected by the Company will not exceed an amount two and a half (2.5) times the Customer's average monthly bill.

### **2.16 Advance Payments**

The Company may collect initiation fees and monthly recurring charges in advance of the month of usage, depending on the terms of its agreement with each Customer.

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## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

### **2.17 Applicable Law**

This tariff shall be subject to and construed in accordance with Louisiana law.

### **2.18 Other Rules**

**2.18.1** The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

**2.18.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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### **SECTION 3 - DESCRIPTION OF SERVICE**

#### **3.1 Service Offerings**

##### **3.1.1 Interconnected VoIP Service**

Company's Service Plans are offered to Business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of extensions. Service is provided from presubscribed, dedicated or shared use access lines. A monthly recurring service charge applies for unlimited domestic usage. An additional charge is made for various international plans. Rates for Company's service plans are set forth in Section 4 of this Tariff.

### **SECTION 4 - RATES**

#### **4.1 Inbound 800/Toll-Free and Long Distance Service**

Rates listed in this tariff are for in-state calls only.

Bundled Plan (unlimited calling)- Monthly charge \$5.00-\$300.00

#### **4.2 Payment of Calls**

##### **4.2.1 Late Payment Charges**

A late payment Charge of the lesser of (1) 1.5% per month, or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty (30) days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

#### **4.3 Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees and discounted subscription rates.

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#### **SECTION 4- RATES (Cont'd)**

##### **4.4 Special Pricing Arrangements - ICB**

In lieu of the rates otherwise set forth in this tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis ("ICB"), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this tariff.

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