



September 16, 2019

VIA ECFS

Ms. Marlene Dortch, Secretary
Federal Communications Commission
445 12th Street SW
Washington, DC 20554

**Re: Stratus Networks, Inc., Applicant for Authorization to Obtain Number Resources
Pursuant to Section 52.15(g) of the Commission's Rules**

Dear Ms. Dortch:

Pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, Stratus Networks, Inc. hereby submits its application requesting authorization to obtain numbering resources.

For any question regarding this application please contact Aelea Christofferson at 541-771-8814 or aelea@alcccon.com.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "K. Morgan", with a horizontal line extending to the right.

Kevin Morgan, CEO
Stratus Networks, Inc.

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20054**

In the matter of:

**Stratus Networks, Inc. Applicant For)
Authorization to Obtain Numbering)
Resources Pursuant to Section)
52.15(g) of the Commission Rules)**

**APPLICATION OF STRATUS NETWORKS, INC. FOR AUTHORIZATION
TO OBTAIN NUMBERING RESOURCES**

Stratus Networks, Inc. ("Stratus"), pursuant to Section 52.15(g)(3)(i) of the Commission's Rules, respectfully requests authorization to obtain numbering resources as described below.

Applicant requests the Commission grant it authorization as set forth in the Commission's *Numbering and Policies for the Modern Communications*, FCC 15-70 (June 22, 2015) to obtain numbering resources from the North American Numbering Administrator. In support of this application Stratus provides the following information:

**I. INFORMATION REQUIRED BY SECTION 52.15(g)(3)(i)
(A) § 52.15(g)(3)(i)(A)**

Name: Stratus Networks, Inc.
Address: 4700 N. Prospect Road #8
Peoria Heights, IL 61616
Telephone: 800-990-9093

Key Executive: Kevin Morgan
CEO
4700 N. Prospect Road #8
Peoria Heights, IL 61616
773-230-3160

kmorgan@stratusnet.com

Person qualified to address issues relating to regulatory requirements, compliance with Commission rules, 911, and law enforcement.

Heidi Huffman
Regulatory & Compliance Manager
4700 N. Prospect Road #8
Peoria Heights, IL 61616
800-990-9093
hhuffman@stratusnet.net

(B) § 52.15(g)(3)(i)(B)

Stratus acknowledges that authorization to obtain numbering resources under Section 52.15 (g) of the Commission's Rules is subject to compliance with applicable Commission numbering rules, numbering authority delegated to the states, and industry guidelines, and practices regarding numbering as applicable to telecommunications carriers. Stratus has contracted with ATL Communications to ensure that Stratus understands and complies with these responsibilities and to provide access NPAC services. ATL is well known for its understanding of the industries and its support for clients. The contract with ATL is attached as Exhibit A.

(C) § 52.15(g)(3)(i)(C)

Stratus acknowledges it must file requests for numbers with the relevant state commission(s) at least thirty (30) days before requesting numbers from the Numbering Administrators.

(D) § 52.15(g)(3)(i)(D)

Stratus authenticates its' capability to provide service within 60 days of the numbering resources activation date. Stratus Networks, Inc. offers business customers traditional voice services such as local dial tone, access to 911, e-911, directory assistance, and operator services. Stratus Networks is currently authorized to do business in many states at the Public Service and Public Commission levels as both an IXC or CLEC and will now expand in other geographies using VoIP delivery systems. As a mature company in the marketplace with over 10 years in existence Stratus has highly skilled managerial, technical and operational support teams along with the financial resources and ability to provide the telecommunications services. Stratus Networks personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience.

Stratus has negotiated an Interconnect Agreement with Peerless Networks, a Competitive Local Exchange Carrier ("CLEC"), to serve as Stratus' access homing tandem and to route local and access traffic (both originating and terminating). The Interconnection Agreement

demonstrating the access to this platform and capability is attached to this application as Exhibit B. Stratus is filing for service in several Illinois rate centers.

As proof of its facilities readiness, Stratus has attached to this application (1) demonstration of established interconnect between Stratus and its carrier partner providing PSTN connectivity for inbound calls to Stratus numbers, and; (2) an interconnection agreement between Stratus' carrier partner and (3) an interconnection agreement between Stratus' Carrier Partner and a local exchange carrier.

The above referenced Agreements are attached as Exhibits B, C, and D hereto.

(E) § 52.15(g)(3)(i)(E)

Stratus certifies that it complies with its Universal Service Fund contribution obligations under 47 CFR part 54, subpart H, its Telecommunications Relay Service contribution obligations under 47 CFR §64.604(c)(5)(iii), its North American Numbering Plan and Local Number Portability Administration contribution obligations under 47 CFR §§52.17, 52.32, its obligations to pay regulatory fees under 47 CFR §1.1154, and its 911 obligations under 47 CFR part 9. FCC 499 fees have been paid by Stratus since 2002 and all fees are up to date.

(F) § 52.15(g)(3)(i)(F)

Stratus hereby certifies that it has the financial, managerial, and technical expertise to provide reliable service. Stratus is comprised of an experienced Telecommunications and IP management team established June 6, 2002.

Stratus' key management personnel are listed below. None of the identified personnel are being or have ever been investigated by the Federal Communications and/or any law enforcement; or, regulatory agency for failure to comply with any law, rule, or order.

Key Personnel: Kevin Morgan, CEO
John Petrakias, President
Heidi Huffman, Regulatory and Compliance Manager
Brad Port, Director of Voice Operations

(G) § 52.15(g)(3)(i)(G)

Stratus certifies that no party to this application is subject to a denial of Federal benefits pursuant to section 5301 of the Anti-Drug Abuse Act of 1988. See 21 U.S.C. § 862

II. ACKNOWLEDGEMENT OF CONDITIONS IN SECTION 52.15(G)(3)(iv)

As required by Section 52.15(g)(3)(iv), Stratus will maintain the accuracy of all contact information and certifications in this application and will file a correction with the Commission and each applicable state within 30 days of any changes. Stratus will also furnish accurate regulatory and numbering contact information to each state commission when requesting numbers in that state.

III. CONCLUSION

Pursuant to Section 52.15(g)(3)(I) of the Commission' Rules, Stratus respectfully requests the Commission grant this application for authorization to obtain number resources.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'K. Morgan', with a horizontal line extending to the right.

Kevin Morgan, CEO
Stratus Networks, Inc.

EXHIBIT A

Peerless Network, Inc.

222 S Riverside Plaza Suite 1900

Chicago, IL 60606



For: Stratus Networks

Date: 9/24/19

This document signifies that Stratus Networks has contracted with Peerless Network and will have service established to support two-way traffic in the below designated LATA(s) on or before 10/31/2019. PSTN connectivity will utilize existing interconnection facilities between the Peerless switch and LEC Tandem(s) listed below.

LATA	LATA NAME	AT&T Tandem	Peerless Switch
368	PEORIA ILLINOIS	PEORILPJ52T	PEORILPJDS4

In Service Two-Six Codes between Peerless and AT&T (LEC): LB434282 and LB434286

Stratus Networks order number(s) placed with Peerless: 21157

Regards,

Mary Ellen Hidalgo

Sr. Manager, Program Management

(312) 878-0766

mhidalgo@peerlessnetwork.com

EXHIBIT B



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT ("**Master Agreement**" or "**MSA**") is entered into by and between **ATL Communications Inc DBA PORTING.COM**, an Oregon corporation with a principal place of business at 2700 NE 4th St, Suite 240, Bend, OR, 97701 / 1285 West Broadway, Vancouver, BC, V6H 3X8, Canada ("**Porting**"), and the undersigned customer ("**Customer**") (each a "**Party**" and collectively the "**Parties**"). The effective date of the MSA shall be the date of PORTING's signature below (the "**Effective Date**").

PORTING.COM

(PORTING)

Signature:

Jon Wolf

Name:

Jon Wolf

Title:

CMO

Date:

8/14/19

Stratus Networks

(Customer)

Signature:

Kevin Morgan
Kevin Morgan (Aug 14, 2019)

Name:

Kevin Morgan

Title:

CEO

Date:

8/14/19

Customer Address: 4700 N Prospect Rd #8 Peoria Heights, IL 61616

1. AGREEMENT. This MSA and any ordering documents, including any applicable Service Orders, Addendums, Statement(s) of Work, or other documents appended hereto shall control the delivery of Services (as defined below) to Customer. Terms that are not defined herein or in the applicable Service Orders, Addendums, Statement(s) of Work, any other documents, are not defined in PORTING's Terms & Conditions and/or Privacy Policy, which can be found at www.porting.com/privacy-policy, or are not defined in a Service Order, shall be defined in the context in which they are used.

2. SERVICES. PORTING or an Affiliate named in the applicable ordering document shall provide to Customer the products ("**Products**"), or services ("**Services**") set forth in any product order ("**Product Order**"), service order ("**Service Order**"), or statement of work ("**SOW**" or "**Statement of Work**") attached hereto (individually and collectively "**Service Order(s)**") pursuant to the terms and conditions herein and in the applicable Service Order. An Affiliate of PORTING may enter into a Service Order with the Customer and in such case, all references to "PORTING" shall be deemed to refer to the named PORTING Affiliate. In such event, the PORTING Affiliate shall be deemed to have consented to the



terms herein. In each such instance, a separate and binding agreement shall exist between Customer and the PORTING Affiliate. Each Service Order shall incorporate by reference, and be governed by, the terms and conditions of this MSA and shall, together with this MSA, form a separate, legally binding agreement between Customer and PORTING or Customer and the named PORTING Affiliate. Where the terms and conditions of a Service Order conflict with this Agreement, the Service Order's terms and conditions shall be controlling. As used herein, "Affiliate" means an entity controlling, controlled by, or under common control of, another entity, whether directly or indirectly, where control is defined as the legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) or actual managerial or operational control over such entity.

3. TERM & TERMINATION. This MSA shall commence on the Effective Date and shall continue until the date on which the term, and any resulting obligations, of the last effective Service Order terminates, unless earlier terminated in accordance with this MSA. Either Party may terminate this MSA or a Service Order by written notice in the event that the other Party breaches this MSA or a Service Order and such breach is not cured within thirty (30) days of receipt of written notice of such breach. Provided, however, that a breach of the MSA or Service Order by PORTING with respect to one Service Order shall not constitute a breach of other Service Orders and the MSA and all such other Service Orders shall remain in full force and effect. Either Party may immediately terminate the MSA or a Service Order upon written notice if the other Party: (a) becomes or is declared insolvent or bankrupt; (b) is the subject of any proceeding related to voluntarily or involuntarily liquidation or insolvency which is not dismissed within ninety (90) Days; or (c) makes an assignment for the benefit of creditors.

4. USE OF SERVICES. Unless otherwise stated in a Service Order, the Services are to be used solely for Customer's internal business purposes only and are not for resale, including on a service bureau or software as a service basis, to any third party. In order to provide the Services, Customer may be required to connect to PORTING's systems or network ("**PORTING Network**"). Customer shall only use the PORTING Network for the lawful business purposes outlined in the applicable Service Order. Customer shall not use or allow use of the PORTING Network in a manner that interferes with the use of the PORTING Network by PORTING or by any other authorized, third party user. Upon written notice by PORTING that Customer is using the PORTING Network in an unlawful manner or in a manner that interferes with the use of the PORTING Network by PORTING or by any other authorized, third party user, Customer shall promptly cease such interference and/or remove or disconnect from the PORTING network any hardware, software or connectivity, owned by or under the control of Customer or any of its representatives that is causing such interference. If Customer fails to remove such source of interference in a timely manner, PORTING may take any and all steps necessary to remedy the interference, at Customer's expense, with no liability to PORTING. Further, Customer will indemnify and hold harmless PORTING from any causes of actions, legal claims, damages or losses resulting from Customer's use of the PORTING Network in an unlawful manner or in a manner that interferes with the use of the PORTING Network by PORTING or by any other authorized, third party user. Unless

EXHIBIT C



MASTER SERVICES AGREEMENT

This Master Services Agreement Number STRT190517-3002225 (the “MSA” or “Agreement”) is by and between **Peerless Network, Inc.** and its affiliates which may provide a portion of the Service, with offices at 222 South Riverside Plaza, Suite 1900 Chicago, IL 60606 (collectively “Peerless”), and **Stratus Networks, Inc.** located at 4700 N Prospect Rd, Peoria Heights, IL 61616 (“Customer”), effective as of May 17, 2019 (“Effective Date.”) Peerless and Customer are collectively referred to herein as “Parties” and individually as a “Party.”

Whereas, Peerless is in the business of providing telecommunications services, enhanced services, and other related services; and,

Whereas, Customer desires to purchase certain services from Peerless pursuant to the terms of this Master Services Agreement and one or more Service Orders submitted by Customer to Peerless; and,

Whereas, Peerless and Customer desire to set forth in this MSA certain terms and conditions that will apply to the contractual relationship between the Parties.

Now, therefore, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. SERVICES PROVIDED.

- 1.1 Peerless agrees to provide, and Customer agrees to accept and pay for, those service (the “Services”) as may be requested by Customer and accepted by Peerless in accordance with the terms of this Agreement, Service Order(s) (as defined below) submitted by the Customer to Peerless, and Peerless’ applicable state and federal tariffs. Customer shall request services by submitting to Peerless a Service Order for each Service requested. Initial Service Orders agreed to by the parties are attached to this MSA. Additional Service Orders for Services provided under this MSA shall be submitted to Peerless and shall reference the MSA Number of this MSA. Service Orders submitted by the Customer shall be on the forms for such Services provided by Peerless or through Peerless’ electronic order processing system (hereinafter “Service Orders.”) All Service Orders are subject to the terms and conditions of the Applicable Tariffs and this MSA. In the event of an inconsistency among terms in the MSA, the Service Orders and the Applicable Tariffs, the order of priority given to terms shall be first the Service Order, then this MSA, then the Applicable Tariffs.
- 1.2 The Parties will mutually agree on the points of demarcation or interconnection for all Services provided under this Agreement, Service Orders, or applicable tariffs.

2. TERM.

- 2.1 This Agreement is effective on the Effective Date and shall continue for a period of one (1) year from the date Services are first utilized by Customer (“**Service Commencement Date**”, as determined by Peerless’ records) (the “**MSA Initial Term**”). Additionally, a term will be selected by Customer for each Service as specified on the Service Order (the “**Service Order Initial Term**”), *provided, however*, that if Peerless deems it necessary to discontinue offering a particular product or Service provided under this Agreement during the Service Order Initial Term, then Peerless may terminate such Service upon ninety (90) days prior written notice to Customer. The Service Order Initial Term starts on the Service Commencement Date.
- 2.2 This Agreement renews automatically for successive one (1) month periods at the expiration of the MSA Initial Term, unless cancelled by either Party giving at least thirty (30) days notice prior to the expiration of the then current term. Notwithstanding the foregoing, this Agreement shall not expire for so long as Peerless continues to provide Services under this Agreement or Service Order but shall remain in full force and effect until all such Services have terminated, *provided, however* that no new Services may be initiated following notice of cancellation by either Party.
- 2.3 Subject to any contrary terms in a Service Order, which terms shall supersede this Agreement, at the end of the Service Order Initial Term (or any extension) for any Service (in either case the “**Service Expiration Date**”) the term for that Service Order will automatically be extended on a month-to-month basis until terminated by either Party upon sixty (60) days written notice to the other unless (i) Customer notifies Peerless in writing at least forty-five (45) days before the applicable Service Expiration Date that it does not wish to renew the Service Order, but wishes to terminate it on the Service Expiration Date, in which case Peerless will terminate that Service on the Service Expiration Date; or (ii) Peerless agrees in writing to extend the Service Expiration Date for a mutually agreed upon renewal period. If a Service renews on a month-to-month basis in accordance with this Section, then Peerless shall have the right to increase the rates and charges for that Service (including charges for any associated local access circuits) upon written notice to Customer as specified in the applicable Service Order, failing which, such rate changes shall take effect upon seven (7) days written notice.

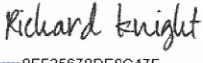


- 15.13 Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing or enforcing any of the provisions of this Agreement.
- 15.14 Mutual Intent. The language used in this Agreement is deemed the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either Party.
- 15.15 Remedies. Except as may otherwise be provided herein, the assertion by a Party of any right or the obtaining of any remedy hereunder shall not preclude such Party from asserting or obtaining any other right or remedy, at law or in equity, hereunder.
- 15.16 Entire Agreement. This Agreement and all Appendices, Exhibits, Service and other Schedules, Order Forms and other attachments incorporated herein represent the entire agreement between the Parties with respect to the subject matter hereof and supersedes and merge all prior agreements, promises, understandings, statements, representations, warranties, indemnities and inducements to the making of this Agreement relied upon by either Party, whether written or not. No change, modification or waiver of any of the terms of this Agreement will be binding unless included in a written agreement and signed by an authorized representative of Peerless and the Customer. Any terms purportedly imposed by any purchase order or other document used by Customer shall be void and of no effect.
- 15.17 Counterparts; Electronic Signature. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were upon the same instrument, and a facsimile transmission, electronic delivery of a manual signature (e.g., .pdf), or an electronic signature via DocuSign (or other verified eSignature company) shall be deemed to be an original signature and shall be deemed valid, binding and enforceable by and against both Parties.

IN WITNESS WHEREOF, Peerless and Customer, through duly authorized representatives, have executed this Agreement on the dates below. Peerless may consider this document null and void if a Customer executed version is not received by Peerless within thirty (30) days of the issue date.

Peerless Network, Inc.

DocuSigned by:

By: 
Name: Richard Knight

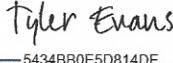
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Title: 8EVP Sales and Marketing

Date: 5/17/2019

Customer: Stratus Networks, Inc.

DocuSigned by:

By: 
Name: Tyler Evans

5434BB0E5D814DF

Title: Pricing Manager

Date: 5/20/2019

EXHIBIT D

**INTERCONNECTION AGREEMENT
UNDER SECTIONS 251 AND 252
OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement is being entered into by and between Illinois Bell Telephone Company¹ d/b/a AT&T Illinois ("AT&T Illinois"), and Peerless Network of Illinois, LLC ("CLEC" or "Requesting Carrier"), (each a "Party" and, collectively, the "Parties"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

RECITALS

WHEREAS, pursuant to Section 252(i) of the Act, CLEC has requested to adopt that certain Interconnection Agreement by and between AT&T Illinois and Globalcom, Inc. for the State of Illinois, which was approved by the Illinois Commerce Commission ("the Commission") under Section 252(e) of the Act on August 8, 2001 in docket number 01-0437, including any Commission approved amendments to such agreement (collectively the "Adopted Agreement"), which is incorporated herein by reference; and

WHEREAS, AT&T Illinois has agreed to make available to CLEC the Adopted Agreement for adoption in exchange for CLEC's agreement, in conjunction with its adoption of the Adopted Agreement, to amend such agreement to conform it to governing law; and

WHEREAS, the amendment(s) the Parties have agreed to on a negotiated basis to conform the Adopted Agreement to governing law, along with any other voluntarily negotiated provisions which are also set forth in this Interconnection Agreement (collectively "the MFN Agreement"), are all incorporated herein by this reference and are attached hereto and will be submitted to the Commission for approval; and

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLEC and AT&T Illinois hereby agree as follows:

1.0 Incorporation of Recitals and Adopted Agreement by Reference

- 1.1 The foregoing Recitals are hereby incorporated into and made a part of the MFN Agreement.
- 1.2 Except as expressly stated herein, the Adopted Agreement (including any and all applicable Appendices, Schedules, Exhibits, Attachments and Commission-approved Amendments thereto) is incorporated herein by this reference and forms an integral part of the MFN Agreement.

2.0 Modifications to Adopted Agreement

- 2.1 References in the Adopted Agreement to "Carrier", or "CLEC," or to "Other" shall for purposes of the MFN Agreement be deemed to refer to CLEC as defined herein.
- 2.2 References in the Adopted Agreement to the "Effective Date," the date of effectiveness thereof and like provisions shall for purposes of the MFN Agreement be deemed to refer to the date which is ten (10) days following Commission approval of the MFN Agreement or, absent Commission approval, the date the MFN Agreement is deemed approved under Section 252(e)(4) of the Act. In addition, the MFN Agreement shall expire on August 19, 2003.
- 2.3 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to CLEC under the MFN Agreement at the following address:

¹ Illinois Bell Telephone Company (previously referred to as "Illinois Bell" or "SBC Illinois") now operates under the name "AT&T Illinois" pursuant to an assumed name filing with the State of Illinois.

NOTICE CONTACT	CLEC CONTACT
NAME/TITLE	Dan Meldazis/Director Regulatory
STREET ADDRESS	225 W Washington St, Rm 1285
CITY, STATE, ZIP CODE	Chicago, IL 60606
FACSIMILE NUMBER	312-506-0931

- 2.4 The Notices Section in the Adopted Agreement is hereby revised to reflect that Notices should be sent to AT&T Illinois under the MFN Agreement at the following address:

NOTICE CONTACT	AT&T-13STATE CONTACT
NAME/TITLE	Contract Management ATTN: Notices Manager
STREET ADDRESS	311 S. Akard, 9 th Floor Four AT&T Plaza
CITY, STATE, ZIP CODE	Dallas, TX 75202-5398
FACSIMILE NUMBER	214-464-2006

3.0 Clarifications

- 3.1 In entering into this MFN Agreement, the Parties acknowledge and agree that neither Party waives, and each Party expressly reserves, any of its rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in this MFN Agreement (including intervening law rights asserted by either Party via written notice as to the Adopted Agreement), with respect to any orders, decisions, legislation or proceedings and any remands by the FCC, state utility commission, court, legislature or other governmental body including, without limitation, any such orders, decisions, legislation, proceedings, and remands which were issued, released or became effective prior to the Effective Date of this MFN Agreement, or which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review.
- 3.2 It is AT&T Illinois' position that the MFN Agreement, and every interconnection, service and network element provided hereunder, is subject to all rates, terms and conditions contained in the MFN Agreement, and that all of such provisions are integrally related and non-severable.

Peerless Network of Illinois, LLC

By: John Barnicle

Printed: JOHN BARNICLE

Title: PRESIDENT & CEO
(Print or Type)

Date: 3/25/09

Illinois Bell Telephone Company d/b/a AT&T Illinois by
AT&T Operations, Inc., its authorized agent

By: Eddie A. Reed, Jr.

Printed: Eddie A. Reed, Jr.

Title: Director-Interconnection Agreements

Date: 3.31.09

SWITCH BASED OCN # 063E

ACNA: OPF

including cooperating with the Disclosing Party to obtain an appropriate order or other reliable assurance that confidential treatment will be accorded the Proprietary Information.

XX.4 Ownership.

XX.4.1 All Proprietary Information, other than Derivative Information, shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be, at the option of the Disclosing Party, either promptly returned to Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.2 At the request of the Disclosing Party, any Derivative Information shall be, at the option of the Receiving Party, either promptly returned to the Disclosing Party or destroyed, except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Derivative Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

XX.4.3 The Receiving Party may at any time either return the Proprietary Information to the Disclosing Party or destroy such Proprietary Information. If the Receiving Party elects to destroy Proprietary Information, all copies of such information shall be destroyed and upon the written request of the Disclosing Party, the Receiving Party shall provide to the Disclosing Party written certification of such destruction. The destruction or return of Proprietary Information shall not relieve any Receiving Party of its obligation to treat such Proprietary Information in the manner required by this Agreement.

ARTICLE XXI TERM AND TERMINATION

XXI.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until and including August 19, 2003 (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically be renewed for additional one (1)-year periods (each, a "**Renewal Term**"; "**Renewal Term**" and "**Initial Term**" sometimes collectively referred to herein as the "**Term**") unless a Party delivers to the other Party written notice of termination of this Agreement at least one hundred twenty (120) days prior to the expiration of the Initial Term or a Renewal Term.