

**SOUTH DAKOTA TARIFF NO. 2  
ACCESS SERVICE**

**SOUTH DAKOTA NETWORK, LLC (SDN)**

**Title Page**

**SOUTH DAKOTA NETWORK, LLC**

**TELECOMMUNICATIONS TARIFF**

**FILED WITH**

**SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

**REGULATIONS, RATES, AND CHARGES APPLYING TO  
THE PROVISION OF ACCESS SERVICE FOR  
CONNECTION TO INTRASTATE COMMUNICATIONS FACILITIES  
FOR CUSTOMERS WITHIN THE  
OPERATING TERRITORY OF  
SOUTH DAKOTA NETWORK, LLC  
AS DEFINED HEREIN**

**Effective October 1, 2007,  
the terms, conditions and rates contained herein  
replaces and cancels in its entirety  
SDN, Inc. South Dakota Tariff No. 1.**

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**Issued: September 12, 2007**

**Effective: October 1, 2007**

**By: SDN Chief Executive Officer  
2900 West 10th Street  
Sioux Falls, South Dakota 57104**

**SOUTH DAKOTA TARIFF NO. 2  
ACCESS SERVICE**

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**First Revised Page 1  
Replaces Original Page 1**

CHECK SHEET

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CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

REGISTERED SERVICE MARKS

NONE

REGISTERED TRADEMARKS

NONE

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EXPLANATION OF SYMBOLS

(C)	-	To signify changed regulation
(D)	-	To signify discontinued rate or regulation
(I)	-	To signify increase
(M)	-	To signify matter relocated without change
(N)	-	To signify new rate or regulation
(R)	-	To signify reduction
(S)	-	To signify reissued matter
(T)	-	To signify a change in text but no change in rate or regulation
(Z)	-	To signify a correction

EXPLANATION OF ABBREVIATIONS

ac	-	Alternating Current
Cont'd	-	Continued
dB	-	Decibel
dBrnC	-	Decibel Reference Noise C-Message Weighting
dBrnC0	-	Decibel Reference Noise C-Message Weighted O
dc	-	Direct Current
ELEPL	-	Equal Level Echo Path Loss
EML	-	Expected Measured Loss
EPL	-	Echo Path Loss
ESS	-	Electronic Switching System
FID	-	Field Identifier
F.C.C.	-	Federal Communications Commission
Hz	-	Hertz
IC	-	Interexchange Carrier
ICB	-	Individual Case Basis
LATA	-	Local Access and Transport Area
Mbps	-	Megabits per Second
NPA	-	Numbering Plan Area
NXX	-	Three-Digit Central Office Code
PIC	-	Percent of Interstate Use
PTC	-	Participating Telecommunications Company
SAC	-	Service Access Code
SDN	-	South Dakota Network, LLC

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**REFERENCE TO TECHNICAL PUBLICATIONS**

The following technical publications are referenced in this tariff and may be obtained from Telecordia Technologies Inc. (Formerly Bell Communications Research, Inc., - Bellcore), Direct Sales, 8 Corporate Place, Piscataway, NJ 08854-4156 (www.telcordia.com).

GR-334-CORE Issue 1 Switched Access Service:  
Transmission Parameter Limits and Interface Combinations  
Issued: June 1994

Telecommunications Transmission Engineering  
Volume 3 - Networks and Services  
Second Edition, 1980  
Issued: August 1989

The following technical publication is referenced in this tariff and may be obtained from the National Exchange Carrier Association, Inc., Director – Access Tariffs, 80 South Jefferson Road, Whippany, NJ 07981 and the Federal Communication Commission's commercial contractor.

PUB AS No. 1, Issue II, Access Service  
Issued: May, 1984  
Addendum: March, 1987

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1. Application of Tariff

- 1.1 This tariff contains regulations, rates, and charges applicable to the provision of switched Access Service and other regulated services, hereinafter referred to collectively as service(s), provided by South Dakota Network, LLC (SDN), to customers.
- 1.2 The provision of such service by SDN as set forth in this tariff does not constitute a joint undertaking with the customer or the Participating Telecommunications Companies (PTC) for the furnishing of any service.

Switched access service provided under this tariff cover only the use of SDN's centralized equal access tandem and the switched transport between the meet point with a PTC and other Exchange Telephone Company, where applicable and SDN's centralized equal access tandem. End office switches served by SDN's centralized equal access tandem are operated by the appropriate PTC. Therefore, any switched access service ordered under this tariff must be used with a like switched access service ordered from a PTC and other Exchange Telephone Companies, where applicable, or vice versa.

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2. General Regulations

2.1 Undertaking of SDN

2.1.1 Scope

- (A) SDN does not undertake to transmit messages under this tariff.
- (B) SDN shall be responsible only for the installation, operation and maintenance of the services it provides.
- (C) SDN will, for maintenance purposes, test its services only to the extent necessary to detect and/or clear troubles.
- (D) Services are provided 24 hours daily, seven days per week, except as set forth in other applicable sections of this tariff.
- (E) SDN does not warrant that its facilities and services meet standards other than those set forth in this tariff.

2.1.2 Limitations

- (A) The customer may not assign or transfer the use of services provided under this tariff; however, where there is no interruption of use or relocation of the services, such assignment or transfer may be made to another customer, whether an individual, partnership, association or corporation, provided the assignee or transferee assumes all outstanding indebtedness for such services, and the unexpired portion of the minimum period and the termination liability applicable to such services, if any; or a court-appointed receiver, trustee or other person acting pursuant to law in bankruptcy, receivership, reorganization, insolvency, liquidation or other similar proceedings, provided the assignee or transferee assumes the unexpired portion of the minimum period and the termination liability applicable to such services, if any. In all cases of assignment or transfer, the written acknowledgment of SDN is required prior to such assignment or transfer. Acknowledgment shall be made within fifteen (15) days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transferee.

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

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2. General Regulations

2.1 Undertakings of SDN (Cont'd)

2.1.2 Limitations (Cont'd)

- (B) The use and restoration of services shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.
  
- (C) Subject to compliance with the rules mentioned in (B) preceding, the services offered herein will be provided to customers on a first-come, first-served basis. First-come, first-served shall be based upon the received date stamped by SDN on customer orders which contain the information as required for each respective service as delineated in other sections of this tariff. Customer orders shall not be deemed to have been received until such information is provided. Should questions arise which preclude order issuance due to missing information or the need for clarification, SDN will attempt to seek such missing information or clarification on a verbal basis.

2.1.3 Liability

- (A) SDN's liability, if any, for its willful misconduct is not limited by this tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, and subject to the provisions of (B) through (E) following, SDN's liability, if any shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected. This liability for damages shall be in addition to any amounts that may otherwise be due the customer under this tariff as a Credit Allowance for a Service Interruption.
  
- (B) SDN shall not be liable for any act or omission of any other carrier or customer providing a portion of a service, nor shall SDN for its own act or omission hold liable any other carrier or customer providing a portion of a service.

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2. General Regulations (Cont'd)

2.1 Undertakings of SDN (Cont'd)

2.1.3 Liability (Cont'd)

- (C) SDN shall be indemnified, defended and held harmless by the customer against any claim, loss or damage arising from its use of services offered under this tariff, involving:
  - (1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from any communications; or
  - (2) Claims for patent infringement arising from combining or using the service furnished by SDN in connection with facilities or equipment furnished by the customer; or
  - (3) All other claims arising out of any act or omission of the customer in the course of using services provided pursuant to this tariff.
- (D) SDN does not guarantee or make any warranty with respect to its services when used in an explosive atmosphere. SDN shall be indemnified, defended and held harmless by the customer from any and all claims by any person relating to the customer's use of services so provided.
- (E) No license under patents (other than the limited license to use) is granted by SDN or shall be implied or arise by estoppels, with respect to any service offered under this tariff. SDN will defend the customer against claims of patent infringement arising solely from the use by the customer of services offered under this tariff and will indemnify such customer for any damages awarded based solely on such claims.
- (F) SDN's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotions, criminal actions taken against SDN, acts of God and other circumstances beyond SDN's reasonable control, subject to the Credit Allowance for a Service Interruption as set forth in 2.4.4 following.

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2. General Regulations (Cont'd)

2.1 Undertakings of SDN (Cont'd)

2.1.4 Provision of Services

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

2.1.5 Installation and Termination of Services

The Access Service provided under this tariff (a) includes SDN's communication facilities up to the point of interconnection with the customer as defined in 2.6 following which denotes the demarcation point or network interface and (b) will be provided by SDN to such point of interconnection. Any additional services or facilities providing access at the customer's premises beyond such point of interconnection are the sole responsibility of the customer.

2.1.6 Service Maintenance

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

2.1.7 Changes and Substitutions

Except as provided for equipment and systems subject to F.C.C. Part 68 Regulations at 47 C.F.R. Section 68.110(b), SDN may where such action is reasonably required in the operation of its business, (a) substitute, change or rearrange any facilities used in providing service under this tariff, (b) change minimum protection criteria, (c) change operating or maintenance characteristics of facilities or (d) change operations or procedures of SDN. In case of any such substitution, change or rearrangement, the transmission parameters will be within the range as set forth in Section 9 following. SDN shall not be responsible if any such substitution, change or rearrangement rendered any customer furnished services obsolete or requires

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**2. General Regulations (Cont'd)**

**2.1 Undertakings of SDN (Cont'd)**

**2.1.7 Changes and Substitutions (Cont'd)**

modification or alteration thereof or otherwise affects their use or performance. If such substitution, change or rearrangement materially affects the operating characteristics of the facility, SDN will provide reasonable notification to the customer in writing. Reasonable time will be allowed for any redesign and implementation required by the change in operating characteristics. SDN will work cooperatively with the customer to determine reasonable notification procedures.

**2.1.8 Refusal and Discontinuance of Service**

(A) If the customer fails to comply with 2.1.6 preceding (Service Maintenance) or 2.2.1, 2.2.2, 2.3.1, 2.3.4, 2.3.5, 2.4.1 or 2.5 following (respectively, Interference or Impairment; Unlawful Use; Damages, Availability for Testing; Balance; Payment of Rates Charges, and Deposits; or Connections), including any failure to make payments on the dates and times herein specified, SDN may, on thirty (30) days written notice by Certified U.S. Mail or overnight delivery to the person designated by the customer to receive such notices of noncompliance take the following actions:

- refuse additional applications for service, refuse to complete pending orders for service, and/or

- discontinue the current provision of service to the customer.

In the case of discontinuance all applicable charges, including termination charges, shall become due.

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2. General Regulations (Cont'd)

2.1 Undertakings of SDN (Cont'd)

2.1.8 Refusal and Discontinuance of Service (Cont'd)

(B) In addition to and not in limitation of the provisions in (A), above, if a customer fails to comply with Section 2.4.1, following (Payment of Rates, Charges and Deposits), including any payments to be made by it on the dates and times therein specified, SDN may take the actions specified in (A), above, with regard to services provided hereunder to that customer on ten (10) calendar days written notice to the person designated by that customer to receive such notices of noncompliance, such notice period to start the day after the notice is sent by overnight delivery, if the customer has not complied with respect to amounts due in a subject bill or subject deposit request and either:

- (1) SDN has sent the subject bill to the customer within ten (10) business days of the bill date; or
- (2) SDN has sent the subject bill to the customer more than thirty (30) calendar days before notice under this section is given; or
- (3) SDN has sent the subject deposit request to the customer more than fifteen (15) business days before notice under this section is given.

In all other cases, SDN will give thirty (30) calendar days written notice pursuant to (A), above. SDN will maintain records sufficient to validate the date upon which a bill or deposit request was sent to the customer. Action specified in (A), above, will not be taken with regard to the subject bill or subject deposit request if the customer cures the noncompliance prior to the expiration of the fifteen (15) or thirty (30) days notice period, as applicable.

If notice is given by overnight delivery under (A) or (B), above, it shall be performed by a reputable overnight delivery service such as, or comparable to, the U.S. Postal Service Express Mail, United Parcel Service, or Federal Express.

The provisions in (A) and (B), above, shall not apply to charges that a customer does not pay based on the submission of a good faith dispute pursuant to Section 2.4.1(B) following.

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**2. General Regulations (Cont'd)**

**2.1 Undertakings of SDN (Cont'd)**

**2.1.8 Refusal and Discontinuance of Service (Cont'd)**

- (C) One (1) written notice, including all reasons for the notice, shall be given where more than one (1) cause exists for refusal or disconnection of service. The notice shall also state the final date by which the account is to be settled or other specific action taken. In determining the final date, the days of notice for the causes shall be concurrent.
  
- (D) If SDN does not refuse additional applications for service and/or does not discontinue the provision of the services as specified herein, and the customer's non-compliance continues, nothing contained herein shall preclude SDN's right to refuse additional applications for service and/or to discontinue the provision of the services without further notice to the non-complying customer.

**2.1.9 Engineering**

**(A) Requirement For Good Engineering Practice**

The facilities of SDN shall be constructed, installed, maintained and operated in accordance with generally accepted engineering practice in the communication industry to assure, as far as reasonably possible, continuity of service, uniformity in the quality of service furnished, and the safety of persons and property.

**(B) Adequacy of Service**

- (1) SDN shall employ recognized engineering and administrative procedures to determine the adequacy of service being provided to the customer.
- (2) Traffic studies shall be made and records maintained to determine that sufficient equipment and adequate services are provided.
- (3) SDN shall make reasonable provisions to meet emergencies resulting from failures of power service, sudden and prolonged increases in traffic, or from fire, storm, or Acts of God. SDN shall inform employees as to procedures to be followed in the event of an emergency in order to prevent or mitigate interruption or impairment of Access Service.

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**2. General Regulations (Cont'd)**

**2.1 Undertakings of SDN (Cont'd)**

**2.1.9 Engineering (Cont'd)**

**(C) Service Interruption**

- (1) SDN shall make all reasonable efforts to prevent interruptions of service. When interruptions occur, SDN shall reestablish service with the shortest possible delay.
- (2) Whenever service must be interrupted during regular working hours for the purpose of working on the lines, cable or equipment, the work shall be done at a time which will cause the least inconvenience to the customers, and any who would be seriously affected by such interruption shall, so far as possible, be notified in advance.

**2.1.10 Notification of Service-Affecting Activities**

SDN will provide the customer timely notification of service-affecting activities that may occur during the normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, routine preventative maintenance and major switching machine change-out. Generally, such activities are not individual customer service specific; but may affect many customer services. No specific advance notification period is applicable to all service activities. SDN will work cooperatively with the customer to determine the reasonable notification requirements.

**2.1.11 Coordination with Respect to Network Contingencies**

SDN intends to work cooperatively with the customer to develop network contingency plans in order to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**2.1.12 Provision and Ownership of Telephone Numbers**

SDN reserves the reasonable right to assign, designate or change telephone numbers, any other number designations associated with Access Service, or the serving central office prefixes associated with such numbers, when necessary in the conduct of its business. Should it become necessary to make a change in such number(s), SDN will furnish to the customer six (6) months notice, by Certified U.S. Mail, of the effective date and an explanation of the reason(s) for such change(s).

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2. General Regulations (Cont'd)

2.2 Use

2.2.1 Interference or Impairment

The characteristics and methods of operation of any circuits, facilities or equipment provided by the customer and associated with the facilities utilized to provide services under this tariff shall not interfere with or impair service over any of the facilities used by SDN in delivering its services or cause damage to these facilities, impair the privacy of any communications carried over the facilities or create hazards to SDN employees or the public.

2.2.2 Unlawful Use

The service provided under this tariff shall not be used for an unlawful purpose.

2.3 Obligations of the Customer

2.3.1 Damages

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

2.3.2 Ownership of Facilities and Theft

Facilities utilized by SDN to provide service under the provisions of this tariff shall remain the property of SDN. Such facilities shall be returned to SDN by the customer, whenever requested, within a reasonable period following the request in as good condition as reasonable wear will permit.

2.3.3 Interconnection

The customer is responsible for and bears the burden of reaching a point of interconnection with the SDN access tandem. In addition, the customer is responsible for any additional Access services that may be needed from Participating Telecommunications Companies (PTC(s)) and other Exchange Telephone Companies to either originate or terminate traffic.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.4 Availability for Testing

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

2.3.5 Balance

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

2.3.6 Design of Customer Services

Subject to the provisions of 2.1.7 preceding, the customer shall be solely responsible, at its own expense, for the overall design of its services and for any redesigning or rearrangement of its services which may be required because of changes in facilities, operations or procedures of SDN, minimum protection criteria or operating or maintenance characteristics of the facilities.

2.3.7 References to SDN

The customer may advise End Users that certain services are provided by SDN in connection with the service the customer furnishes to End Users; however, the customer shall not represent that SDN jointly participates in the customer's services.

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.8 Claims and Demands for Damages

- (A) With respect to claims of patent infringement made by third persons, the customer shall defend, indemnify, protect and save harmless SDN from and against all claims arising out of the combining with, or use in connection with, the services provided under this tariff, any circuit, apparatus, system or method provided by the customer.
- (B) The customer shall defend, indemnify and save harmless SDN from and against suits, claims, losses or damages including punitive damages, attorneys' fees and court costs by third persons arising out of the construction, installation, operation, maintenance, or removal of the customer's circuits, facilities, or equipment connected to SDN's services provided under this tariff, including, without limitation, Worker's Compensation claims, actions for infringement of copyright and/or unauthorized use of program material, libel and slander actions based on the content of communications transmitted over the customer's circuits, facilities or equipment, and proceedings to recover taxes, fines, or penalties for failure of the customer to obtain or maintain in effect any necessary certificates, permits, licenses, or other authority to acquire or operate the services provided under this tariff; provided, however, the foregoing indemnification shall not apply to suits, claims, and demands to recover damages for damage to property, death, or personal injury unless such suits, claims or demands are based on the tortious conduct of the customer, its officers, agents or employees.
- (C) The customer shall defend, indemnify and save harmless SDN from and against any suits, claims, losses or damages, including punitive damages, attorneys' fees and court costs by the customer or third parties arising out of any act or omission of the customer in the course of using services provided under this tariff.

2.3.9 Coordination with Respect to Network Contingencies

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

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2. General Regulations (Cont'd)

2.3 Obligations of the Customer (Cont'd)

2.3.10 Determination of Jurisdiction – Switched Access

When a customer orders Switched Access Service(s), SDN will use the actual call jurisdiction when it can be determined from the call detail. If the call detail is not sufficient to determine the jurisdiction, the call will be deemed as if it originated and terminated within South Dakota, unless the customer can specify and document with accurate and verifiable information the percentage of its traffic that originates or terminates in another state, in which case SDN will apply that Percent of Interstate Usage (PIU) to the traffic with an unknown jurisdiction for future bills until an updated PIU is received, which is to be not less than once every three (3) months. In the case that a PIU is applied to the unknown jurisdiction traffic, that percent of traffic will be billed as interstate, while the remaining traffic will be billed as intrastate.

Call detail records used to determine jurisdiction will be kept by SDN for a minimum of one year.

2.3.11 Determination of Rates and Charges for Mixed Interstate and Intrastate Access Service

When mixed interstate and intrastate Access Service is provided, all rates and charges will be prorated between interstate and intrastate. The determination of jurisdiction, as set forth in 2.3.10 preceding, will serve as the basis for calculating the rates and charges applicable to each jurisdiction.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances

2.4.1 Payment of Rates, Charges, and Deposits

- (A) SDN will, in order to safeguard its interest, only require a customer which has a proven history of late payments to SDN or does not have established credit, except for a customer that is a successor of a company which has established credit and has no history of late payments to SDN, to make a deposit prior to or at any time after the provision of a service to the customer to be held by SDN as a guarantee of the payment of rates and charges.

For purposes of this section, a proven history of late payments is defined as two (2) or more occasions within the preceding twelve (12) months in which payment for undisputed charges was not received within three (3) business days following the payment due date, provided the outstanding undisputed amount of each such individual unpaid bill represented at least ten (10) percent of the total charges on that individual bill.

Such deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the customer from complying with SDN's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. At the option of SDN, such a deposit may be refunded or credited to the customer's account when the customer has established credit or after the customer has established a one-year prompt payment record at any time prior to the termination of the provision of the service to the customer. In the case of a cash deposit, for the period the deposit is held by SDN, the customer will receive interest at the same percentage rate as that set forth in (B) (2) (a) or in (B) (2) (b) following, whichever is lower.

The rate will be compounded daily, for the period beginning with the date of deposit to the date of refund or to the date that the deposit is applied to the customer's account or to the date the customer's bill becomes permanently delinquent.

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**2. General Regulations (Cont'd)**

**2.4 Payment Arrangements and Credit Allowances (Cont'd)**

**2.4.1 Payment of Rates, Charges, and Deposits (Cont'd)**

**(A) (Cont'd)**

The date of refund is that date on which the refund or the notice of deposit return is forwarded to the customer's last known address. The date a customer's bill becomes permanently delinquent, relative to an account treated as an uncollectible account, is the most recent date the account became delinquent.

- (1) SDN shall keep records to show:
  - (a) the name and address of each depositor.
  - (b) the amount and date of the deposit.
  - (c) each transaction concerning the deposit.
- (2) SDN shall issue a receipt of deposit to each customer from whom a deposit is received, and shall provide means whereby a depositor may establish his claim if his receipt is lost.
- (3) The deposit shall be refunded after not more than twelve (12) consecutive months of prompt payment (which may be eleven (11) timely payments and one automatic forgiveness of late payment). The account shall be reviewed after twelve (12) months of service and if the deposit is retained it shall again be reviewed at the end of SDN's accounting year or on the anniversary date of the account.
- (4) A new or additional deposit may be required when a deposit has been refunded or is found to be inadequate by virtue of increased access service usage or non-payment. Written notice shall be mailed advising the customer of any new additional deposit requirement. The customer shall have no less than twelve (12) days from the date of mailing to comply. No written notice is required to be given of a deposit required as a prerequisite for commencing initial service. If access usage is abnormal, SDN may require a new deposit or an increase in deposit to guarantee payment of bill. A customer who fails to comply with the deposit requirements may be disconnected. Should a deposit be credited to the customer's account, as indicated above, no interest will accrue on the deposit from the date such deposit is credited to the customer's account.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges, and Deposits (Cont'd)

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

- (1) SDN will establish a bill day each month for each customer account. The bill will cover non-usage sensitive service rates for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive rates for prior periods after the last bill day through the current bill day. Any known unbilled usage rates for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in (2) following. If payment is not received by the payment date, as set forth in (2) following, in immediately available funds, a late payment penalty will apply as set forth in (2) following. In addition, SDN may take the actions specified Section 2.1.8 (Refusal and Discontinuance of Service).
- (2) All bills dated, as set forth in (1) preceding, for service provided to the customer by SDN, are due thirty-one (31) days (Payment date) after the bill day or by the next bill date (i.e., same date in the following month as the bill date) whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If the customer does not receive a bill at least twenty (20) days prior to the thirty-one (31) day payment due date, then the bill shall be considered delayed. When the bill has been delayed, upon request of the customer the due date will be extended by the numbers of days the bill was delayed. Such request of the customer must be accompanied with proof of late bill receipt.

If such payment date would cause payment to be due on a Saturday, Sunday or legally observed Federal Holiday (i.e., New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Veterans Day, Washington's Birthday, Memorial Day Martin Luther King, Jr's Birthday or Columbus Day) payment for such bills will be due from the customer as follows:

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges, and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

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

Further, if any portion of the payment is received by SDN after the payment date or if any portion of the payment is received by SDN in funds which are not immediately available to SDN, then a late payment penalty shall be due to SDN. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

- (a) the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to SDN, or
- (b) 0.000590 per day, compounded daily for the number of days from the payment date to and including the date that the customer actually makes the payment to SDN.

In the event that a billing dispute concerning any rates or charges billed to the customer by SDN is resolved in favor of SDN, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty. If the customer disputes the bill on or before the payment date, and pays the undisputed amount on or before the payment date, any late payment charge for the disputed amount will not start until ten (10) days after the payment date.

In the event of a dispute concerning the bill, SDN may require the customer to pay a sum of money equal to the amount of the undisputed portion of the bill. Following payment of the undisputed amount, efforts to resolve the complaint, shall continue and for not less than forty-five (45) days after the rendering of the disputed bill, the service shall not be disconnected for nonpayment of the disputed amount.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges, and Deposits (Cont'd)

(B) (Cont'd)

(2) (Cont'd)

If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. In addition, if the customer disputes the billed amount and pays the total amount (i.e., the nondisputed amount and the disputed amount) on or before the payment date and the billing dispute is resolved in favor of the customer, the customer will receive a credit for a disputed amount penalty from SDN if the billing dispute is not resolved within ten (10) working days following the payment date or the date the customer furnishes to SDN documentation to support its claim plus ten (10) working days, whichever date is the later date. The disputed amount penalty shall be the disputed amount resolved in the customer's favor times a penalty factor.

No collection fee may be levied in addition to the late payment penalty. This does not prohibit cost-justified charges for disconnection and reconnection of service.

If the customer makes a partial payment in a timely manner, and does not designate the service for which payment is made, the payment shall be credited prorated between the bill for SDN's services and related taxes. The late payment charge will be applied to only the outstanding balance for SDN's services.

SDN may initiate collection efforts with the issuance of a final bill when the termination of service is at the customer's request. For all other bills, no collection effort other than rendering of the bill shall be undertaken until the delinquency date

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.1 Payment of Rates, Charges, and Deposits (Cont'd)

- (C) Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or major fraction of days based on a thirty (30)-day month.
- (D) SDN will, upon request, furnish within thirty (30) days of a request at no charge to the customer such detailed information as may reasonably be required for verification of any bill.
- (E) When a rate or charge as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two decimal places).
- (F) When more than one copy of a customer bill for services provided under the provisions of this tariff is furnished to the customer, an additional charge applies for each additional copy of the bill as set forth in 8.3.3 following.

2.4.2 Minimum Periods

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

2.4.3 Cancellation of an Order for Service

Provisions for the cancellation of an order for service are set forth in 4.2.2(B) and 4.2.3 following.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions

(A) General

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this tariff or in the event that the protective controls applied by SDN result in the complete loss of service by the customer as set forth in 5.4.1 following. An interruption period starts when an inoperative service is reported to SDN, and ends when the service is operative.

(B) When a Credit Allowance Applies

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

- (1) For Switched Access Service, no credit shall be allowed for an interruption of less than twenty-four (24) hours. The customer shall be credited for an interruption exceeding twenty-four (24) hours based upon estimated usage volumes for the interrupted period. This estimate will be based on previous usage volumes for a like period.
- (2) The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any access charges for the service interrupted in any one monthly billing period.

(C) When a Credit Allowance Does Not Apply

No credit allowance will be made for:

- (1) Interruptions caused by the negligence of the customer.
- (2) Interruptions of a service due to the failure of equipment or systems provided by the customer or others.
- (3) Interruptions of a service during any period in which SDN is not afforded access to the location where the service is terminated.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.4 Credit Allowance for Service Interruptions (Cont'd)

(C) When a Credit Allowance Does Not Apply (Cont'd)

- (4) Interruptions of a service for maintenance purposes, to make rearrangements, or for the implementation of an order for a change in the service during the time that was negotiated with the customer. Thereafter, a credit allowance as set forth in (B) preceding applies.
- (5) Periods when the customer continues to use the service on an impaired basis.
- (6) Periods of temporary discontinuance as set forth in 2.2.1 preceding.
- (7) An interruption or a group of interruptions, resulting from a common cause, for amounts less than one dollar (\$1.00).
- (8) Periods of interruption as set forth in 8.3.1 following.

(D) Temporary Surrender of a Service

In certain instances, the customer may be requested by SDN to surrender a service for purposes other than maintenance, testing or activity relating to a service order. If the customer consents, a credit allowance will be granted. The credit allowance will be determined as set out in Section 2.4.4(B)(1).

2.4.5 Re-establishment of Service Following Fire, Flood or Other Occurrence

Nonrecurring charges as set out in Section 4 following do not apply for the re-establishment of service following a fire, flood or other occurrence attributed to an Act of God.

2.4.6 Title or Ownership Rights

The payment of rates and charges by customers for the services offered under the provisions of this tariff does not assign, confer or transfer title or ownership rights to any equipment, facilities, or other service components developed or utilized by SDN in the provision of such services.

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2. General Regulations (Cont'd)

2.4 Payment Arrangements and Credit Allowances (Cont'd)

2.4.7 Rating and Billing of Access Service

SDN will handle rating and billing of Access Service under this tariff as follows.

- (A) With all traffic offered, SDN will provide Centralized Equal Access Service. Centralized Equal Access Service is provided as described in 5.1.1(A) following, at rates as set forth in 5.7.1.
- (B) SDN will provide the Switched Transport between PTC(s) and/or other Exchange Telephone Companies meet points and the SDN access tandem and bill the charges in accordance with its Access Service tariff. Switched Transport is provided as described in Section 5.1.2(B) following. SDN's rate for this Switched Transport element is as set forth in Section 5.7.3 following.

As a matter of clarification, the end office switches served by SDN's centralized equal access tandem are operated by PTC(s) as defined in Section 2.6 herein. Therefore, any switched access service ordered under this tariff will be used with a like switched access service provided by a PTC and, when applicable, other Exchange Telephone Company, or vice versa. Thus in addition to the rates and charges set forth in Section 5.7 for the services provided by SDN, the customer will also be billed access charges by PTC(s) and other Exchange Telephone Companies in compliance with their tariffs for the provision of access service. Also, the facilities between a customer's premises and SDN's access tandem is solely the responsibility of the customer and must be provided by the customer or ordered from another carrier. If these facilities are ordered by the customer from another carrier, the customer may also be billed access charges by this other carrier in compliance with its tariffs for providing the access service between the customer's premises and SDN's access tandem

2.5 Connections

Equipment and systems may be connected with Switched Access Service furnished by SDN where such connection is made in accordance with the provisions specified in Technical Reference Publication AS No. 1 and 2.1 preceding.

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2. General Regulations (Cont'd)

2.6 Definitions

Certain terms used herein are defined as follows:

Access Code

The term "Access Code" denotes a uniform seven (7) digit code assigned by the PTC to an individual customer. The seven (7) digit code has the form 101-XXXX.

Access Minutes

For the purpose of calculating chargeable usage, the term "Access Minutes" denotes customer usage of SDN's facilities and the provision of intrastate service. On the originating end of an intrastate call, usage is measured from the time the originating end user's call is delivered by SDN to and acknowledged as received by the customer's facilities connected with the SDN access tandem. On the terminating end of an intrastate call, usage is measured from the time the call is received by the end user in the terminating exchange. Timing of usage at both originating and terminating ends of an intrastate call shall terminate when the calling or called party disconnects, whichever event is recognized first in the originating and terminating exchanges, as applicable.

Access Tandem

The term "Access Tandem" denotes a switching system that provides a concentration and distribution function for originating and terminating traffic between end offices and a customer's premises. The Access Tandem functions offered under this tariff apply to toll tandem functions but exclude local tandem functions.

Balance (100 Type) Test Line

The term "Balance (100 Type) Test Line" denotes an arrangement which provides for balance and noise testing.

Business Day

The term "Business Day" denotes the time of day that SDN is open for business. Generally, SDN is open from 8:00 A.M. to 5:00 P.M. Central Time, Monday through Friday, except for the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day or any other day designated by the CEO and/or Board of Managers.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Call

The term "Call" denotes a customer attempt for which complete address information (e.g., 0-, 911, or 10 digits) is provided to the serving dial office.

CCS

The term "CCS" denotes a hundred call seconds, which is a standard unit of traffic load that is equal to one hundred (100) seconds of usage or capacity of a group of servers (e.g., trunks).

Central Office

The term "Central Office" denotes a unit in an Exchange Telephone Company telephone system which provides service to the general public, having the necessary equipment and operating arrangements for terminating and interconnecting customer lines and trunks or trunks only. There may be more than one central office in a building.

Central Office Prefix

The term "Central Office Prefix" denotes the first three (3) digits (NXX) of the seven (7) digit telephone number assigned to a customer's Telephone Exchange Service when dialed on a local basis.

Channel (s)

The term "Channel" denotes an electrical or photonic, in the case of fiber optic-based transmission systems, communications path between two or more points of termination.

Channelize

The term "Channelize" denotes the process of multiplexing-de-multiplexing wider bandwidth or higher speed channels into narrower bandwidth or lower speed channels.

C-Message Noise

The term "C-Message Noise" denotes the frequency weighted average noise within an idle voice channel. The frequency weighting, called C-message, is used to simulate the frequency characteristic of the 500-type telephone set and the hearing of the average subscriber.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

C-Notched Noise

The term "C-Notched Noise" denotes the C-message frequency weighted noise on a voice channel with a holding tone, which is removed at the measuring end through a notch (very narrow band) filter.

Communications System

The term "Communications System" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than SDN.

Customer(s)

The term "Customer(s)" denotes any person, firm, association, corporation, agency of the federal, state or local government, or legal entity responsible by law for payment for communications service from SDN.

Decibel

The term "Decibel" denotes a unit used to express relative difference in power, usually between acoustic or electric signals, equal to ten (10) times the common logarithm of the ratio of two (2) signal powers.

Decibel Reference Noise C-Message Weighting

The term "Decibel Reference Noise C-Message Weighting" denotes noise power measurements with C-Message weighting in decibels relative to a reference 1000 Hz tone of 90 dB below one (1) milliwatt.

Decibel Reference Noise C-Message Referenced to 0

The term "Decibel Reference Noise C-Message Referenced to 0" denotes noise power in "Decibel Reference Noise C-Message Weighting" referred to or measured at a zero transmission level point.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Detail Billing

The term "Detail Billing" denotes the listing of each message and/or rate element for which charges to a customer are due on a bill prepared by SDN.

Direct-Trunked Transport

The term "Direct-Trunked Transport" denotes transport from the serving wire center to the end office or from the serving wire center to the access tandem on circuits dedicated to the use of a single customer.

Disconnect

The term "Disconnect" denotes the disabling of circuitry preventing both outgoing and incoming communications.

Due Date

The term "Due Date" denotes the last day for payment without unpaid amounts being subject to a late payment charge or additional collection efforts.

Echo Control

The term "Echo Control" denotes the control of reflected signals in a transmission path.

Echo Path Loss

The term "Echo Path Loss" denotes the measure of reflected signal at a 4-wire point of interconnection without regard to the send and receive Transmission Level Point.

Echo Return Loss

The term "Echo Return Loss" denotes a frequency weighted measure of return loss over the middle of the voiceband (approximately five hundred (500) to twenty-five hundred (2500) Hz), where talker echo is most annoying.

End Office

The term "End Office" denotes an Exchange Telephone Company switching system where Telephone Exchange Service customer station loops are terminated for purposes of interconnection to trunks. Included are Remote Switching Modules and Remote Switching Systems served by a host office in a different wire center.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

End User

The term "End User" means any customer of telecommunications service that is not a carrier, except that a carrier other than a telephone company shall be deemed to be an "end user" when such carrier uses a telecommunications service for administrative purposes, and a person or entity that offers telecommunications service exclusively as a reseller shall be deemed to be an "end user" if all resale transmissions offered by such reseller originate on the premises of such reseller.

Entry Switch

See First Point of Switching.

Envelope Delay Distortion

The term "Envelope Delay Distortion" denotes a measure of the linearity of the phase versus frequency of a channel.

Equal Level Echo Path Loss

The term "Equal Level Echo Path Loss" (ELEPL) denotes the measure of Echo Path Loss (EPL) at a 4-wire interface which is corrected by the difference between the send and receive Transmission Level Point (TLP) [ELEPL = EPL - (send) + TLP (receive)].

Exchange

The term "Exchange" denotes a unit or area established by a telephone utility for the administration of communications services that are often served through a single end office. The exchange includes any Extended Service Area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges.

Exchange Service

The term "Exchange Service" denotes communication service furnished by means of exchange plant and facilities.

Exchange Service Area or Exchange Area

The term "Exchange Service Area" or "Exchange Area" denote the general area in which the telephone utility holds itself out to furnish exchange telephone service.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Exchange Telephone Company

The term "Exchange Telephone Company" denotes a carrier that provides service within a telephone exchange, or within a connecting system of telephone exchanges within the same exchange area operating to furnish to subscribers intercommunicating service of the character ordinarily furnished by a single exchange and which is covered by the exchange service charge.

Expected Measured Loss

The term "Expected Measured Loss" denotes a calculated loss which specifies the end-to-end 1004 Hz loss on a terminating test connection between two (2) readily accessible manual or remote test points. It is the sum of the inserted connection loss and test access loss including any test pads.

Extended Area Service

See Exchange.

First Point of Switching

The term "First Point of Switching" denotes the first SDN location at which switching occurs on the terminating path of a call proceeding from the customer's premises to the PTC terminating end office and, at the same time, the last SDN location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer's premises.

Frequency Shift

The term "Frequency Shift" denotes the change in the frequency of a tone as it is transmitted over a channel.

Host Office

The term "Host Office" denotes an electronic switching system which provides call processing capabilities for one or more Remote Switching Modules or Remote Switching Systems.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Impulse Noise

The term "Impulse Noise" denotes any momentary occurrence of the noise on a channel over a specified level threshold. It is evaluated by counting the number of occurrences which exceed the threshold.

Individual Case Basis

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances in each case.

Inserted Connection Loss

The term "Inserted Connection Loss" denotes the 1004 Hz power difference (in dB) between the maximum power available at the originating end and the actual power reaching the terminating end through the inserted connection.

Intermodulation Distortion

The term "Intermodulation Distortion" denotes a measure of the nonlinearity of a channel. It is measured using four (4) tones, and evaluating the ratios (in dB) or the transmitted composite four-tone signal power to the second-order products of the tones (R2), and the third-order products of the tones (R3).

Intrastate Access Service

The term "Intrastate Access Service" denotes services of telephone utilities which provide the capability to deliver intrastate toll calls which originate from end users to interexchange utilities and to deliver intrastate toll calls from interexchange utilities to end-users.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved.

Local Access and Transport Area

The term "Local Access and Transport Area" (LATA) denotes a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Service

The term "Local Service" denotes a telephone service furnished between customers or users located within a telephone exchange area or within a connecting system of telephone exchanges considered part of the same exchange area.

Loop Around Test Line

The term "Loop Around Test Line" denotes an arrangement to provide a means to make certain two-way transmission tests on a manual basis. This arrangement has two terminations, each reached by means of separate telephone numbers and does not require any specific customer equipment. Equipment subject to this test arrangement is at the discretion of the customer.

Loss Deviation

The term "Loss Deviation" denotes the variation of the actual loss from the designed value.

Major Fraction Thereof

The term "Major Fraction Thereof" is any period of time in excess of one half (1/2) of the stated amount of time. As an example, in considering a period of twenty-four (24) hours, a major fraction thereof would be any period of time in excess of twelve (12) hours exactly.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Meet-Point

A point designated by two access service providers at which one provider's responsibility for billing of service begins and the other provider's responsibility ends. One or more meet points may exist for a given circuit.

Message

The term "Message" denotes a completed telephone call by a customer or user.

Milliwatt (102 Type) Test Line

The term "Milliwatt (102 Type) Test Line" denotes an arrangement which provides a 1004 Hz tone at 0 dBm0 for one-way transmission measurements towards the customer's point of interconnection from a PTC end office.

North American Numbering Plan

The term "North American Numbering Plan" denotes a three-digit area (Numbering Plan Area) code and a seven-digit telephone number made up of a three-digit Central Office code plus a four-digit station number.

Off-Hook

The term "Off-hook" denotes the active condition of Switched Access or a Telephone Exchange Service line.

On-Hook

The term "On-hook" denotes the idle condition of Switched Access or a Telephone Exchange Service line.

Open Circuit Test Line

The term "Open Circuit Test Line" denotes an arrangement which provides an ac open circuit termination of a trunk by means of an inductor.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Originating Direction

The term "Originating Direction" denotes the use of Access Service for the origination of calls from an End User Premises to a Customer Premises.

Participating Telecommunications Company

The term "Participating Telecommunications Company" denotes the Exchange Telephone Company in whose exchange a customer's toll users are located and which routes calls to and from SDN's facilities.

Phase Jitter

The term "Phase Jitter" denotes the unwanted phase variations of a signal.

Point of Interconnection

See Point of Termination

Point of Termination

The term "Point of Termination" denotes the demarcation point or network interface at which SDN's provisioning of access service related to originating traffic service ends and the interexchange carrier's responsibility for interexchange service begins. It also can be the terminating point where the interexchange carrier's responsibility ends and SDN's provisioning of service related to terminating traffic begins.

Premises

The term "Premises" denotes a building, or a portion of a building in a multi-tenant building, or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway.

PUC

The term "PUC" denotes the South Dakota Public Utilities Commission.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Remote Switching Modules and/or Remote Switching Systems

The terms "Remote Switching Modules" and/or "Remote Switching Systems" denote small, remotely controlled electronic end office switches which obtain their call processing capability from an ESS-type Host Office. The Remote Switching Modules and/or Remote Switching Systems cannot accommodate direct trunks to a customer.

Reseller or Resale Carrier

The term "Reseller or Resale Carrier" denotes any entity which leases facility or capacity from a local exchange utility or interexchange utility for purposes of reselling to its customers.

Return Loss

The term "Return Loss" denotes a measure of the similarity between the two (2) impedances at the junction of two (2) transmission paths. The higher the return loss, the higher the similarity.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Service Access Code

The term "Service Access Code" denotes a three (3) digit code in the NPA format which is used as the first three (3) digits of a ten (10) digit address and which is assigned for special network uses. Whereas NPA codes are normally used for identifying specific geographical areas, certain Service Access Codes have been allocated in the North American Numbering Plan to identify generic services or to provide access capability. Examples of Service Access Codes include the 500, 700 and 900 codes.

Short Circuit Test Line

The term "Short Circuit Test Line" denotes an arrangement which provides for an ac short circuit termination of a trunk by means of a capacitor of at least four (4) microfarads.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Signaling System Number 7 (SS7)

The term "Signaling System Number 7" denotes the global standard that defines the procedures and protocols by which network elements exchange call information in the Public Switched Telephone Network. The SS7 network is an out-of-band digital overlay network using 56/64 Kpbs DS0 channels for message units.

Signaling Return Loss

The term "Signaling Return Loss" denotes the frequency weighted measure of return loss at the edges of the voiceband (200 to 500 Hz and 2500 to 3200 Hz), where signing (instability) problems are most likely to occur.

Synchronous Test Line

The term "Synchronous Test Line" denotes an arrangement which performs marginal operational tests of supervisory and ring-tripping functions.

Tariff

The term "Tariff" denotes the entire body of regulated rates, tolls, rentals, charges, classifications, rules, procedures, policies, etc., adopted and filed with the PUC by a telephone utility in fulfilling its roll of furnishing communications service.

Telephone Utility or Utility

The terms "Telephone Utility" or "Utility" denotes any person, partnership, business association, or corporation, domestic or foreign, owning or operating any facilities for furnishing communications service to the public for compensation.

Terminating Direction

The term "Terminating Direction" denotes the use of Access Service for the completion of calls from an IC Premises to an End User Premises.

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2. General Regulations (Cont'd)

2.6 Definitions (Cont'd)

Timely Payment

The term "Timely Payment" denotes a payment on a customer's account made on or before the due date shown.

Traffic

The term "Traffic" denotes telephone call volume, based on number and duration of calls

Transmission Measuring (105 Type) Test Line/Responder

The term "Transmission Measuring (105 Type) Test Line/Responder" denotes an arrangement which provides far-end access to a responder and permits two-way loss and noise measurements to be made on trunks from a near end office.

Transmission Path

The term "Transmission Path" denotes an electrical path capable of transmitting signals within the range of the service offering, e.g., a voice grade transmission path is capable of transmitting voice frequencies within the approximate range of three hundred (300) to three thousand (3,000) Hz. A transmission path is comprised of physical or derived channels consisting of any form or configuration of plant typically used in the telecommunications industry.

Trunk

The term "Trunk" denotes a transmission path connecting two (2) switching systems in a network, used in the establishment of an end-to-end connection.

Trunk Group

The term "Trunk Group" denotes a set of trunks which are traffic engineered as a unit for the establishment of connections between switching systems in which all of the communications paths are interchangeable.

Wire Center

The term "Wire Center" denotes a building in which one or more central offices, used for the provision of Telephone Exchange Services, are located.

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**3. Services Not Currently Offered by SDN Under This Tariff**

The services listed below are not currently offered by SDN under this Access Service tariff.

- A. Carrier Common Line Access Service
- B. Directories
- C. Directory Assistance Service or Operator Services
- D. Exchange Service or Local Service
- E. Extended Area Service Arrangements
- F. Extensions (Off Premises)
- G. Feature Group A Switched Access
- H. Feature Group B Switched Access
- I. Feature Group C Switched Access
- J. Installation or Maintenance of Inside Wiring
- K. Intercept
- L. Special Construction
- M. Terminal Equipment
- N. Any Other Service Not Specifically Included in Sections 4-9.

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4. Ordering Options for Switched Access Service

4.1 General

This section sets forth the regulations and related charges for Access Orders for Switched Access Service provided by and received from SDN. These charges are in addition to other applicable charges as set forth in other sections of this Tariff.

An Access Order is an order to provide the customer with Switched Access Service or to provide changes to existing services.

4.1.1 Ordering Conditions

A customer may order Switched Access Service from SDN's centralized equal access tandem. Switched Access Service between a customer's premises and the SDN access tandem is solely the responsibility of the customer and must be provided by the customer or ordered from another carrier. Common Channel Signaling System Number 7 (SS7) capability is required; any exceptions will be on an individual case basis (i.e. operator services). The customer is responsible for contacting SDN regarding the requirement of establishing the SS7 links.

Switched Access Service to and from an end office must also be ordered from a Participating Telecommunications Company (PTC) or other Exchange Telephone Company, when applicable. SDN will determine the facilities to be provided between the SDN meet point with PTC or other Exchange Company facilities and SDN's centralized equal access tandem on the basis of the capacity ordered. The customer shall supply all the necessary information to provide service, (e.g., customer name, customer contact and premises location, etc.).

4.1.2 Provision of Other Services

Switched Access Service between SDN's centralized equal access tandem and the PTC facilities shall be ordered as two-way traffic.

- (A) Testing Service, Additional Labor, Restoration Priority, and other services offered under the provisions of this tariff shall be ordered with an Access Order or as set forth in (B) following. The rates and charges for these services, as set forth in other sections of this tariff, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.
- (B) With the agreement of SDN, the items listed in (A) preceding may subsequently be added to the order at any time, up to and including the service date for the Access Service. When added subsequently, charges for a design change as set forth in 4.2.2(C) following will apply when an engineering review is required.

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4. Ordering Options for Switched Access Service (Cont'd)

4.1 General (Cont'd)

4.1.2 Provision of Other Services (Cont'd)

- (C) Additional Engineering is not an ordering option, but will be applied to an Access Order when SDN determines Additional Engineering is necessary to accommodate a customer request. When Additional Engineering is required, the customer will be so notified and will be furnished with a written statement setting forth the justification for the Additional Engineering as well as an estimate of the charges. If the customer agrees to the Additional Engineering, a firm order will be established. If the customer does not want the service or facilities after being notified that Additional Engineering is required, the order will be withdrawn and no charges will apply. Once a firm order has been established, the total charge to the customer for the Additional Engineering may not exceed the estimated amount by more than ten percent (10%).

The regulations, rates and charges for Additional Engineering are as set forth in Section 8 following and are in addition to the regulations, rates and charges specified in this section.

4.2 Access Order

An Access order is used by SDN to provide to a customer Access Service as follows:

- Switched Access Service as set forth in Section 5 following.
- Other Services as set forth in Section 4.1.2 preceding.

When placing an order for Access Service, the customer shall specify the capacity requirements in terms of DS-0 voice grade circuits to carry originating and terminating traffic between the end office of a PTC set forth in Section 7 following and the SDN access tandem. SDN will determine the capacity requirements in terms of DS-1s between the customer's premises and the SDN access tandem. If the customer is unsure of the capacity required, SDN will work with the customer to determine an estimate and will monitor the traffic to determine if adjustments are necessary. Switched Access Service is furnished as Feature Group D, two-way traffic only.

When a customer desires Switched Access Service to or from an end office of a PTC set forth in Section 7 following that is a remote switching office, the customer must order from SDN and send a copy of the order to the host office which controls the remote switching office.

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

SDN will work cooperatively with the customer to provide the required host office and/or remote switching office information.

When the Interim NXX Translation optional feature is ordered, the customer shall specify the Service Access Code (s) (e.g., 900) and their associated NXX code (s) to be translated within the entire LATA or Market Area. The minimum territory for which SDN will provide Interim NXX Translation is all the appropriately equipped offices of the Participating Telecommunications Companies set forth in Section 7 following for which the customer has ordered Interim NXX Translation. Additionally, when new NXX(s) are to be opened up, or when such existing NXX(s) are to be deleted, coincident with the provision of Interim NXX Translation, the customer shall provide such information when placing the order for Interim NXX Translation. For additions and/or deletions of NXX(s) at any other time, the customer shall place an order for such additions and/or deletions. Customer assigned NXX codes which have not been ordered will be blocked. All NXX assignment and administration shall be in accordance with the North American Numbering Plan (NANP). Assignment(s) will be made by the NANP Coordinator.

4.2.1 Access Order Service Date Intervals

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

- Standard Interval
- Negotiated Interval

Whether the customer's service is subject to standard or negotiated intervals, SDN will provide service interval tables and any associated relevant information to all customers within a reasonable time after a request.

To the extent the Access Service can be made available with reasonable effort, SDN will provide the Access Service in accordance with the customer's requested interval, subject to the conditions following.

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.1 Access Order Service Date Intervals (Cont'd)

(A) Standard Interval

The day upon which the customer has provided to SDN a firm commitment for the service and sufficient information to allow for the processing of the Access Order is the Application Date. On the Application Date, SDN will establish a Service Date. The Service Date is the date on which service is to be made available to the customer. The time required to provision the service (i.e., the interval between the Application Date and the Service Date) is known as the service interval. Standard interval tables and associated information will be provided to customers upon request within a reasonable period of time.

Access Service provided in a Standard Interval will be installed during normally scheduled work hours. If a customer requests that installation be done outside of scheduled work hours, and SDN agrees to this request, the customer will be subject to applicable Additional Labor Charges as set forth in 8.2.6(A) following.

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.1 Access Order Service Date Intervals (Cont'd)

(B) Negotiated Interval

The customer may request a service date other than that established pursuant to the standard order service interval guidelines, and SDN, where possible, will establish a negotiated order service date in accordance with such request.

SDN will negotiate a service date interval with the customer when:

- (1) There is no Standard Interval for the service, or
- (2) The customer requests a service date before or beyond the applicable Standard Interval service date, or
- (3) The quantity of Access Service ordered exceeds the quantities specified in the Standard Intervals.

SDN will offer a service date based on the quantity of Access Service the customer has requested. The Negotiated Interval may not exceed by more than six (6) months the Standard Interval Service date, or, when there is no Standard Interval, the SDN offered service date. All services for which rates are applied on an individual case basis are provided with a Negotiated Interval.

4.2.2 Rates and Charges Associated with Access Ordering

An Access Order may be modified by the customer prior to the service date as set forth following. One or more of the following charges will apply when such modifications are undertaken. When modifications are undertaken, SDN shall specify if, in order to complete the requested modifications with the normal work force assigned to complete such an order in normal work hours, the service date will be changed. All charges for Access Order modifications will apply on a per occurrence basis.

Any increase in the capacity will be treated as a new Access Order (for the increased amount only).

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.2 Rates and Charges Associated with Access Ordering (Cont'd)

(A) Service Date Change Charge

Access Order service dates may be changed, but the new service date may not exceed the original service date by more than thirty (30) calendar days. When, for any reason, the customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and SDN accordingly delays the start of service, a Service Date Change Charge will apply. If the customer requested service date is more than thirty (30) calendar days after the original service date, the order will be cancelled by SDN and reissued with the appropriate cancellation charges applied unless the customer indicates that billing for the service is to commence as set forth in 4.2.3(A) following. If SDN determines it can accommodate the customer's request without delaying service dates for orders of other customers, a new service date may be established that is prior to the original standard or negotiated interval service date.

If the service date is changed to an earlier date, and SDN determines additional labor or extraordinary costs are necessary to meet the earlier service date requested by the customer, the customer will be notified by SDN that an Expedited Order Charge as set forth in (D) following will apply. Such charges will apply in addition to the Service Date Change Charge.

A Service Date Change Charge will apply, on a per order per occurrence basis, for each service date changed. The applicable charge is:

	<u>Charge</u>
Service Date Change Charge, per order	\$53.00

(B) Partial Cancellation Charge

Any decrease in the capacity will be treated as a partial cancellation and the charges as set forth in 4.2.3(B) following will apply.

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.2 Rates and Charges Associated with Access Ordering (Cont'd)

(C) Design Change Charge

The customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by SDN personnel, of the service ordered and the requested changes to determine what changes in the design, if any, are necessary to meet the changes requested by the customer. Design changes include such things as the addition or deletion of optional features or functions or a change in the type of channel interface or technical specification package. Design changes do not include a change of customer point of interconnection, or end office switch. Changes of this nature will require the issuance of a new order and the cancellation of the original order with appropriate cancellation charges applied.

SDN will review the requested change, notify the customer whether the change is a design change, if it can be accommodated and if a new service date is required. If the customer authorizes SDN to proceed with the design change, a Design Change Charge will apply in addition to the charge for Additional Engineering as set forth in 8.1 following. If a change of a service date is required, the Service Date Change Charge as set forth in (A) preceding will also apply. The Design Change Charge will apply on a per order per occurrence basis, for each order requiring a design change. The applicable charge is:

	<u>Rate</u>
Design Change Charge, per order	\$53.00

(D) Expedited Order Charge

When placing an Access Order, a customer may request a service date that is prior to the standard interval service date. A customer may also request an earlier service date on a pending standard or negotiated interval Access Order. If SDN determines that service can be provided on the requested date and that additional labor costs are required to meet the requested service date, the customer will be notified and will be provided with an estimate of the additional charges involved. Charges will be billed at actual cost, not to exceed 10 percent over estimated charges. Such additional charges will be determined and billed to the customer as follows:

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.2 Rates and Charges Associated with Access Ordering (Cont'd)

(D) Expedited Order Charge (Cont'd)

To calculate the additional labor charges, SDN will, upon authorization from the customer to incur the additional labor charges, keep track of the additional labor hours used to meet the request of the customer and will bill the customer at the applicable Additional Labor charges as set forth in 8.2.6(A) following.

When the request for expediting occurs subsequent to the issuance of the Access Order, a Service Date Change Charge as set forth in (A) preceding also applies.

(E) Access Order Charge

The Access Order Charge is applied to all customer requests for new Switched Access Service. In addition, the Access Order Charge is applicable to customer requests for additions, changes or rearrangements to existing Switched Access Service with the following exceptions: the Access Order Charge does not apply:

- When a Service Date Change Charge is applicable.
- When a Design Change Charge is applicable.
- When an Expedited Order Charge is applicable.
- When a change to a pending order does not result in the cancellation of the pending order and the issuance of a new order.
- When Interim NXX Translation is ordered.
- When a Miscellaneous Service Order Charge is applicable.

The Access Order Charge will be applied on a per order basis to each order received by SDN or a copy of an order received by SDN pursuant to 4.2 preceding and is in addition to other applicable charges as set forth in this and other sections of this tariff.

	<u>Rate</u>
Access Order Charge, per order	\$134.00

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.2 Rates and Charges Associated with Access Ordering (Cont'd)

(F) Miscellaneous Service Order Charge (Cont'd)

A Miscellaneous Service Order Charge, applies to any service, or combination of services ordered simultaneously from Section 8 of this tariff for which a service order is not already pending. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

The charge always applies to the following services since a pending service order would not exist:

- Overtime Repair (8.2.2),
- Stand-by Repair (8.2.3),
- Testing and Maintenance with Other Telephone Companies other than when in conjunction with Acceptance Testing (8.2.4),
- Other Labor (8.2.5),
- Maintenance of Service (8.3.1).

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

- Additional Engineering (8.1),
- Overtime Installation (8.2.1),
- Stand-by Acceptance Testing (8.2.3),
- Testing and Maintenance with Other Telephone Companies when in conjunction with Acceptance Testing (8.2.4),
- Additional Cooperative Acceptance Testing (8.3.2(A)(1)).

Miscellaneous Service Order Charge, per occurrence                      \$53.00.

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.3 Cancellation of an Access Order

(A) A customer may cancel an Access Order for the installation of service on any date prior to the service date. The cancellation date is the date SDN receives written or verbal notice from the customer that the order is to be cancelled. The verbal notice must be followed by written confirmation within ten (10) days. If a customer is unable to accept Access Service within thirty (30) calendar days of the original service date, the customer has the choice of the following options:

- The Access Order shall be cancelled and charges set forth in (B) following will apply, or
- Billing for the service will commence.

If no cancellation request is received within the specified thirty (30) calendar days, billing for the service will commence.

In such instances, the cancellation date or the billing date, depending on which option is selected by the customer, shall be the thirty-first (31st) day beyond the original service date of the Access Order.

(B) When a customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:

- (1) Installation of Switched Access Service facilities is considered to have started when SDN incurs any cost in connection therewith or in preparation thereof which would not otherwise have been incurred.
- (2) Where the customer cancels an Access Order prior to the start of installation of access facilities, no charges shall apply.
- (3) Where installation of access facilities has been started prior to the cancellation, the charges specified in (a) or (b) following, whichever is lower, shall apply.
  - (a) A charge equal to the costs incurred in such installation, less estimated net salvage. Such charge is determined as detailed in (4) following.
  - (b) The charge for the minimum period of Switched Access Service ordered by the customer.

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4. Ordering Options for Switched Access Service (Cont'd)

4.2 Access Order (Cont'd)

4.2.3 Cancellation of an Access Order (Cont'd)

(B) (Cont'd)

(4) Charges applicable as specified in (3)(a) preceding include the non-recoverable cost of equipment and material ordered, provided or used, plus the non-recoverable cost of installation and removal including the costs of engineering, labor, supervision, transportation, rights-of-way and other associated costs.

(C) When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.

(D) If SDN misses a service date by more than thirty (30) days due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel the Access Order without incurring cancellation charges.

4.2.4 Selection of Facilities for Access Orders

(A) For all Access Orders, the option to request a specific transmission path is not provided.

4.2.5 Minimum Period

(A) The minimum period for which Access Service is provided and for which charges are applicable, is one (1) month.

(B) Administrative Changes as set forth in 5.6.1(C) following for Switched Access Service may be made without a change in minimum period requirements.

4.2.6 Minimum Period Charges

When Access Service is disconnected prior to the expiration of the minimum period, rates and charges are applicable for the balance of the minimum period. A disconnect constitutes facilities being returned to available inventory.

The Minimum Period Charge for monthly billed Switched Access Service, will be the charge for a month or fraction thereof that is equal to the applicable rates and charges for the measured usage for the month.

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**4. Ordering Options for Switched Access Service (Cont'd)**

**4.3 Available Inventory**

Available inventory is limited and does not include facilities used to provide working services or facilities previously ordered, reserved for pending orders or held as maintenance spare. Available inventory is the SDN facilities in place, when the customer places an order or those that are under construction to be ready to meet future customer orders. The available date for facilities under construction is the date such facility construction is available to meet customer needs. SDN will make every reasonable effort to maintain sufficient available inventory to provide Access Service in accordance with customers' requested service date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

**4.4 Access Orders for Services Provided by SDN and Exchange Telephone Companies**

Access Service provided by SDN and Exchange Telephone Companies may include Local Transport Service provided by SDN and an Exchange Telephone Company or companies. An Exchange Telephone Company or companies may provide a portion or all of the Local Transport facilities between an Exchange Telephone Company end office and the SDN access tandem. SDN will coordinate and arrange for the provision of the services ordered. In addition to the rates and charges billed by SDN as set forth in Section 5 following, each Exchange Telephone Company will bill its applicable access charges.

When Switched Access Service is ordered to SDN's centralized equal access tandem, the customer will place the order with SDN. The customer must also supply a copy of the order to each Exchange Telephone Company involved in providing the service and subtending SDN's centralized equal access tandem.

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5. Switched Access Service

5.1 General

Switched Access Service, when combined with the services offered by Exchange Telephone Companies, is available to customers for their use in furnishing their services to end users. SDN provides a two-point electrical communications path with the transmission facilities of an Exchange Telephone Company and SDN's centralized equal access tandem where the customer's traffic is switched to originate or terminate its communications. It also provides for the switching facilities at SDN's centralized equal access tandem. SDN's centralized equal access tandem is SDN's switching system located in Sioux Falls, South Dakota, that provides the software for equal access and a concentration and distribution function for originating and terminating traffic between the end offices of Participating Telecommunications Companies listed in Section 7 following and the SDN access tandem. The customer's point of interconnection is the demarcation point or network interface between SDN's communications facilities and customer provided facilities.

Transport is provided as tandem switched only. Direct-Trunked Transport as defined in Section 2.6 is not available to PTC end offices since equal access is provided through the SDN central access tandem.

Rates and charges for Switched Access Service are set forth in 5.7 following. The application of rates for Switched Access Service is described in 5.1.2 and 5.6 following.

Unless covered under another separate contract or agreement, all traffic delivered by an IC to the SDN access tandem will be considered access traffic and billed accordingly.

5.1.1 Access Service Arrangements and Manner of Provision

SDN Switched Access Service is provided in a service category commonly referred to as Feature Group D. Feature Group D provides trunk side access at the SDN access tandem with an associated uniform 101-XXXX access code for the customer's use in originating and terminating communications. In addition, the measurement of actual terminating minutes of use is provided with FGD Access as provided in 5.2 following.

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**5. Switched Access Service (Cont'd)**

**5.1 General (Cont'd)**

**5.1.1 Access Service Arrangements and Manner of Provision (Cont'd)**

(A) Centralized Equal Access Service and Interim NXX Translation are provided with SDN Switched Access Service. Following is a brief description of Centralized Equal Access Service, and the Interim NXX Translation optional feature.

(1) Centralized Equal Access Service

Customer's ordering Switched Access Service will receive Centralized Equal Access Service. Centralized Equal Access Service provides the concentration and distribution function for originating and terminating traffic between the exchanges of the companies listed in Section 7 following and the SDN access tandem. Centralized Equal Access Service enables the end users in these exchanges to originate calls to a customer using a uniform 101-XXXX access code or, if the end user's telephone or exchange service is arranged for pre-subscription to that customer, to originate calls to that customer with no access code. Centralized Equal Access Service also provides a centralizing function for terminating traffic that is similar to the centralizing function that it provides for originating traffic. A customer receiving Centralized Equal Access Service is able to terminate its calls in all exchanges listed in Section 7 following by merely connecting at the SDN access tandem. For this terminating traffic, Centralized Equal Access Service will provide the measurement of actual terminating minutes of use.

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5. Switched Access Service (Cont'd)

5.1 General (Cont'd)

5.1.1 Access Service Arrangements and Manner of Provision (Cont'd)

(A) Cont'd

(2) Interim NXX Translation Optional Feature

The Interim NXX Translation optional feature is an originating offering utilizing trunk side Switched Access Service. The service provides for customer identification of non-data base services when calls are directed by end users in the 1+SAC+NXX+XXXX (e.g., 1+900+NXX+XXXX) format. The NXX codes are assigned to specific customers in conformance with the North American Numbering Plan (NANP). NXX code assignment(s) will be made by the NANP Coordinator. SDN or a PTC will perform the customer identification function based on the dialed digits to determine the customer location to which the call is to be routed. If the call originates from an end office switch not equipped to provide the customer identification function, the call will be routed to an end office at which the function is available or SDN's centralized equal access tandem. Once customer identification has been established, the call will be routed to the customer. Calls originating from an end office switch at which the customer identification function is performed, but to which the customer has not ordered Interim NXX Translation, will be blocked.

(B) Manner of Provision

SDN will determine the facilities to be provided on the basis of the capacity ordered. Switched Access Service is furnished as two-way feature group D access service only.

Because some customers will wish to segregate their traffic into separate trunk groups, circuits are categorized into Domestic, 900, and IDDD. Domestic circuits represent access capacity for carrying only domestic traffic other than 900 traffic; IDDD circuits represent access capacity for carrying only international traffic; and 900 circuits represent access capacity for carrying only 900 traffic. When ordering such types of access capacity, the customer must specify Domestic, 900, or IDDD circuits

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5. Switched Access Service (Cont'd)

5.1 General (Cont'd)

5.1.2 Rate Categories

There are three rate categories which apply to Switched Access Service:

- Centralized Equal Access Service (described in 5.1.2(A) following)
- Switched Transport (described in 5.1.2(B) following)
- Chargeable Optional Features (described in 5.1.3(C) following)

(A) Centralized Equal Access Service

The Centralized Equal Access Service rate category establishes the charges related to the transmission and tandem switching facilities that provide a concentration and distribution function for originating and terminating traffic between a PTC's facilities and SDN's centralized equal access tandem. Centralized Equal Access Service is assessed on a per access minute basis at the rate set forth in 5.7.1 following. This Centralized Equal Access Service rate is applicable to Switched Access Service in both the originating and terminating directions.

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5. Switched Access Service (Cont'd)

5.1 General (Cont'd)

5.1.2 Rate Categories (Cont'd)

(B) Switched Transport

Switched Transport is a frequency transmission path composed of facilities determined by SDN. The two-way frequency transmission path permits the transport of calls as follows:

- In the originating direction, from a PTC's or other Exchange Telephone Company facility to SDN's centralized equal access tandem.
- In the terminating direction, from SDN's centralized equal access tandem to a PTC's or other Exchange Telephone Company facility.

The Switched Transport rate category establishes the rate related to the transmission and tandem switching facilities used to provide the transport of calls as described above. Switched Transport is assessed on a per access minute basis at the rate set forth in Section 5.7.3 following.

Switched Transport is provided by SDN at its access tandem

Switched Transport Interface Groups

One Interface Group is provided for terminating the Switched Transport at the SDN access tandem: Interface Group 6.

Interface Group 6 provides DS1 level digital transmission at the SDN access tandem. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to twenty-four (24) voice frequency transmission paths. When analog switching utilizing analog terminations is provided, SDN will provide multiplex and channel bank equipment to derive twenty-four (24) transmission paths of a frequency bandwidth of approximately three hundred (300) to three thousand (3000) Hz. When digital switching or analog switching with digital carrier terminations is provided, SDN will provide a DS1 signal in D3/D4 format.

The interface is provided with Common Channel Signaling SS7 only. Exceptions to the SS7 Signaling will be based on an Individual Case Basis.

The Interface Group 6 interface code available with Feature Group D and SS7 signaling is 4DS9-15.

Interface Group 6 is provided with Type A Transmission Specifications.

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5. Switched Access Service (Cont'd)

5.1 General (Cont'd)

5.1.2 Rate Categories (Cont'd)

(C) Chargeable Optional Features

Where facilities permit, SDN will, at the option of the customer, provide the following chargeable optional features.

(1) Interim NXX Translation

The Interim NXX Translation rate element provides for customer identification of non-data base services when calls are directed by end users in the 1+SAC+NXX+XXXX (e.g., 1+900+NXX+XXXX) format. The NXX codes are assigned to specific customers in conformance with the North American Numbering Plan (NANP). NXX code assignment(s) will be made by the NANP Coordinator.

SDN will use the NXX code to identify the customer to whose point of termination the traffic is to be delivered (i.e., at appropriately equipped electronic end offices, access tandems or through contracted arrangements with other parties). It is then the responsibility of the customer to do any further translation the customer deems necessary to route the call. Customer assigned NXX codes which have not been ordered will be blocked. A nonrecurring charge, as set forth in 5.7.4 following is associated with this optional feature. This nonrecurring charge is assessed by SDN on a per order, per LATA or Market Area basis and is applied in lieu of the Access Order Charge specified in 4.2.2 preceding. The nonrecurring charge is assessed only by a company that provides the final translation function. A company is said to have provided the final Interim NXX Translation when its translation identifies the customer's traffic and this traffic is then delivered to the customer's point of termination without any further translation. The description and application of this charge is as set forth in 5.6.1(B) following.

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5. Switched Access Service (Cont'd)

5.1 General (Cont'd)

5.1.3 Design Layout Report

At the request of the customer, SDN will provide to the customer the makeup of the facilities and services provided. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the customer at no charge, and will be reissued or updated whenever these facilities are materially changed.

5.1.4 Acceptance Testing

At no additional charge, SDN will, at the customer's request, cooperatively test, at the time service is initiated, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, d.c. continuity and operational signaling.

5.1.5 Routine Testing

At no additional charge, SDN will, at the customer's request, test after installation on an automatic or manual basis, 1004 Hz loss, C-message noise and Balance (Return Loss).

In the case of automatic testing, the customer shall provide remote office test lines and 105 test lines with associated responders or their functional equivalent.

The frequency of these tests will be that which is mutually agreed upon by the customer and SDN, but shall consist of not less than quarterly 1004 Hz Loss and C-message noise tests and an annual Balance test. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

Additional tests may be ordered as set forth in 8.3.2 following. Charges for these additional tests are set forth in 8.3.2(B) following.

5.1.6 Ordering Options and Conditions

Switched Access Service is ordered under the Access Order provisions set forth in Section 4 preceding. Also, included in that section are other charges which may be associated with ordering Switched Access Service (e.g., Service Date Change Charges, Cancellation Charges, etc.).

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5. Switched Access Service (Cont'd)

5.2 Provision and Description of Switched Access Service

Switched Access Service is provided in Feature Group D arrangements only. The parameters for the transmission specifications are set forth in 5.3 following and Section 9.

Switched Access Service is arranged with two-way calling. Originating calling permits the delivery of calls from Telephone Exchange Service locations to a customer's point of interconnection. Terminating calling permits the delivery of calls from the customer's point of interconnection to Telephone Exchange Service locations. Two-way calling permits the delivery of calls in both directions, but not simultaneously.

5.2.1 Feature Group D (FGD)

Following is a detailed description of Feature Group D in terms of its specific physical characteristics and calling patterns, the transmission specifications with which it is provided, and the standard testing capabilities.

(A) Description

- (1) FGD is provided at SDN's centralized equal access tandem.
- (2) FGD is provided as tandem switched transport only. Direct-Trunked Transport as defined in Section 2.6 is not available to PTC end offices since equal access is provided through the SDN central access tandem.
- (3) FGD is provided as trunk side switching through the use of access tandem switch equipment at SDN's centralized equal access tandem.
- (4) FGD switching is only provided with out of band SS7 signaling.
- (5) FGD switching, when used in the terminating direction, may be used to access valid NXXs in the LATA, time or weather announcement services of a PTC, community information services of an information services provider, and other customer's services (by dialing the appropriate codes) when such services can be reached using valid NXX codes. Only those valid NXX codes served by end office switches subtending SDN's centralized equal access tandem may be accessed.

Calls in the terminating direction will not be completed to local operator assistance (0- and 0+), 911 or 101-XXXX access codes.

As a matter of clarification, in addition to the rates and charges set forth in Section 5.7 for the services provided by SDN, the customer will also be billed access charges by Participating Telecommunications Companies and, when applicable, other Exchange Telephone Companies in compliance with their tariffs for the provision of access service.

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5. Switched Access Service (Cont'd)

5.2 Provision and Description of Switched Access Service Feature Groups (Cont'd)

5.2.1 Feature Group D (FGD) (Cont'd)

(A) Description (Cont'd)

- (5) The access code for FGD switching is a uniform access code of the form 101-XXXX. A single access code will be the assigned number of all FGD access provided to the customer by SDN. No access code is required for calls to a customer over FGD Switched Access Service if the end user's telephone exchange service is arranged for presubscription to that customer.

Where no access code is required, the dialed number by the end user shall be a seven (7) or ten (10) digit number for calls in the North American Numbering Plan (NANP). The form of the numbers dialed by the end user is NXX-XXXX, or 0 or 1 + NPA + NXX-XXXX.

When the 101-XXXX access code is used, FGD switching also provides for dialing the digit 0 (zero) for access to the customer's operator, or the end-of-dialing digit (#) for cut-through access to the customer's premises, or 911 for access to the emergency reporting service of a PTC.

- (6) FGD switching, when used in the terminating direction, provides the measurement of actual terminating minutes of use. The actual terminating minutes of use will be provided to the Participating Telecommunications Companies listed in Section 7 following to allow the customer to receive accurate and verifiable bills for Switched Access Service.

(B) Transmission Performance

FGD is provided with Type A Transmission Specifications.

Type DA Data Transmission Parameters are provided for the transmission path between the customer's premises and the access tandem and between the access tandem and the end office.

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5. Switched Access Service (Cont'd)

5.2 Provision and Description of Switched Access Service Feature Groups (Cont'd)

5.2.1 Feature Group D (FGD) (Cont'd)

(C) Testing Capabilities

FGD is provided, in the terminating direction where equipment is available, with seven (7) digit access to balance (100 type) test line, milliwatt (102 type) test line, non-synchronous or synchronous test line, automatic transmission measuring (105 type) test line, loop around test line, short circuit test line and open circuit test line. In addition to the tests described in 5.1.4 preceding which are included with the installation of service, Additional Cooperative Acceptance Testing and Additional Automatic Testing will be provided for FGD as set forth in 8.3.2 following.

5.3 Transmission Specifications

Switched Access Service is provided with the standard transmission specifications and transmission parameters applicable to Feature Group D, which are Type A Transmission Specifications and Type DA Data Transmission Parameters. SDN will, upon notification by the customer that the data parameters are not being met, conduct tests independently or in cooperation with the customer, and take any necessary action to insure that the data parameters are met.

All service configurations operated by SDN after the effective date of this tariff will conform to the transmission specifications contained in this tariff.

The transmission specifications contained in this Section are immediate action limits. Acceptance limits are set forth in Technical Reference GR-334-CORE Issue 1. This Technical Reference also provides the basis for determining Switched Access Service maintenance limits.

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5. Switched Access Service (Cont'd)

5.4 Obligations of SDN

In addition to the obligations of SDN set forth in Section 2 preceding, SDN has certain other obligations pertaining only to the provision of Switched Access Service. These obligations are as follows:

5.4.1 Network Management

SDN will administer its network to ensure the provision of acceptable service levels to all telecommunications users of SDN's services. SDN maintains the right to apply protective controls, i.e., those actions, such as call gapping, which selectively cancel the completion of traffic, over any traffic carried over its network, including that associated with a customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of SDN or customer facilities, natural disasters, mass calling or national security demands. In the event that the protective controls applied by SDN result in the complete loss of service by the customer, the customer will be granted a Credit Allowance for Service Interruption as set forth in 2.4.4(B)(1) preceding.

5.4.2 Design and Traffic Routing of Switched Access Service

SDN will provide trunk side access through the use of four-wire trunk terminating equipment. Selection of facilities, equipment and traffic routing of the service are based on standard engineering methods and available facilities and equipment.

If a customer desires routing or directionality different from that determined by the Participating Telecommunications Companies, SDN will work cooperatively with the PTCs and the customer in determining the directionality of the service.

5.4.3 Provision of Service Performance Data

Subject to availability, end-to-end service performance data available to SDN through its own service evaluation routines, may also be made available to the customer based on previously arranged intervals and format. These data provide information on overall end-to-end call completion and non-completion performance, e.g., customer equipment blockage, failure results and transmission performance. These data do not include service performance data which are provided under other tariff sections, e.g., testing service results. If data are to be provided in other than paper format, the charges for such exchange will be determined on an individual case basis.

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5. Switched Access Service (Cont'd)

5.4 Obligations of SDN (Cont'd)

5.4.4 Trunk Group Measurement Reports

Subject to availability, SDN will make available trunk group data in the form of usage in CCS, peg count and overflow, to the customer based on previously agreed to intervals.

5.4.5 Determination of Number of Transmission Paths

SDN will determine the number of Switched Access Service transmission paths to be provided for the Switched Access ordered. A transmission path is a derived communication path of a frequency bandwidth of approximately 300 Hz to 3000 Hz provided over a high speed digital facility between a Local Exchange Telephone Company's facility and SDN's centralized equal access tandem.

5.4.6 Design Blocking Probability

SDN will design the facilities used in the provision of Switched Access Service to meet the blocking probability criteria as set forth in (A) through (B) following.

- (A) For Feature Group D, the design blocking objective will be no greater than one percent (1%) between the Local Exchange Telephone Company's facility and SDN's centralized equal access tandem. Standard traffic engineering methods as set forth in reference document Telecommunications Transmission Engineering - Volume 3 - Networks and Services (Chapters 5-7) will be used by SDN to determine the number of transmission paths required to achieve this level of blocking.
  
- (C) SDN will perform routine measurement functions to assure that an adequate number of transmission paths are in service. SDN will recommend that additional transmission paths be ordered by the customer when required to reduce the measured blocking to the design blocking level.

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5. Switched Access Service (Cont'd)

5.5 Obligations of the Customer

In addition to the obligations of the customer set forth in Section 2 preceding, the customer has certain specific obligations pertaining to the use of Switched Access Service. These obligations are as follows:

5.5.1 Report Requirements

Customers are responsible for providing the SAC NXX Code reports to SDN when applicable.

When a customer orders the Interim NXX Translation optional feature, it must report the appropriate NXX codes which will be instituted at SDN's centralized equal access tandem, or when available, at an end office switch of a PTC at which the carrier identification function is performed. The report must be updated each time a change occurs, i.e., when a new code is added or an existing code is deleted.

5.5.2 Supervisory Signaling

The customer's facilities shall provide the necessary on-hook, off-hook, answer and disconnect supervision.

5.5.3 Trunk Group Measurement Reports

With the agreement of the customer, trunk group data in the form of usage in CCS, peg count and overflow for its end of all access trunk groups, where technologically feasible, will be made available to SDN. These data will be used to monitor trunk group utilization and service performance and will be based on previously arranged intervals and format.

5.5.4 Design of Switched Access Service

When a customer orders Switched Access Service, the customer shall take reasonable steps to assure that sufficient access service has been ordered to handle its traffic.

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5. Switched Access Service (Cont'd)

5.6 Rate Regulations

This section contains the specific regulations governing the rates and charges that apply for Switched Access Service.

5.6.1 Description and Application of Rates and Charges

There are two types of rates and charges that apply to Switched Access Service. These are usage rates and nonrecurring charges. These rates and charges are applied differently to the various rate elements.

(A) Usage Rates

Usage rates for Switched Access Service are rates that apply on a per access minute basis when a specific rate element is used except for Network Blocking which is applied on a per call blocked basis beyond the blocking threshold. Access minute rates and network blocking rates are accumulated over a monthly period.

(B) Nonrecurring Charges

Nonrecurring charges are one-time charges that apply for specific work activity. The type of nonrecurring charge that is applied to Switched Access Service is the Interim NXX Translation optional feature.

The Interim NXX Translation Optional Feature nonrecurring charge applies to the initial order for the installation of the Interim NXX Translation optional feature and for each subsequent order received to add or change NXX translation codes. This charge, if applicable, applies whether this optional feature is installed coincident with or at any time subsequent to the commencement of Switched Access Service. This charge is applied by SDN per order, per LATA or Market Area. When it is necessary for multiple companies to provide the translation function, the nonrecurring charge is assessed only by the company that provides the final translation function which identifies the customer's traffic and this traffic is then delivered to the customer's point of termination without any further translation.

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5. Switched Access Service (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.1 Description and Application of Rates and Charges (Cont'd)

(C) Administrative Changes

Changes which result in the establishment of new minimum period obligations are treated as discontinuances of existing service and installations of new service.

Administrative changes as follow will be made without changes to minimum period obligations:

- Change of customer name,
- Change of customer or customer's end user premises address when the change of address is not a result of a physical relocation of equipment,
- Change in billing data (name, address, or contact name or telephone number),
- Change of agency authorization,
- Change of customer circuit identification,
- Change of billing account number,
- Change of customer test line number,
- Change of customer or customer's end user contact name or telephone number, and
- Change of jurisdiction.

(D) Rates Applicable

- (1) The Switched Transport rate set forth in Section 5.7.3 following applies to calls in both the originating and terminating directions. The Switched Transport rate is assessed on a per access minute basis for the transport of the call. In addition, the Centralized Equal Access Service rate set forth in Section 5.7.1 following also applies to Switched Access Service.

As a matter of clarification, in addition to the rates and charges set forth in Section 5.7 for the services provided by SDN, the customer will also be billed access rates and charges by Participating Telecommunications Companies and, when applicable, other Exchange Telephone Companies in compliance with their tariffs for the provision of access service.

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5. Switched Access Service (Cont'd)

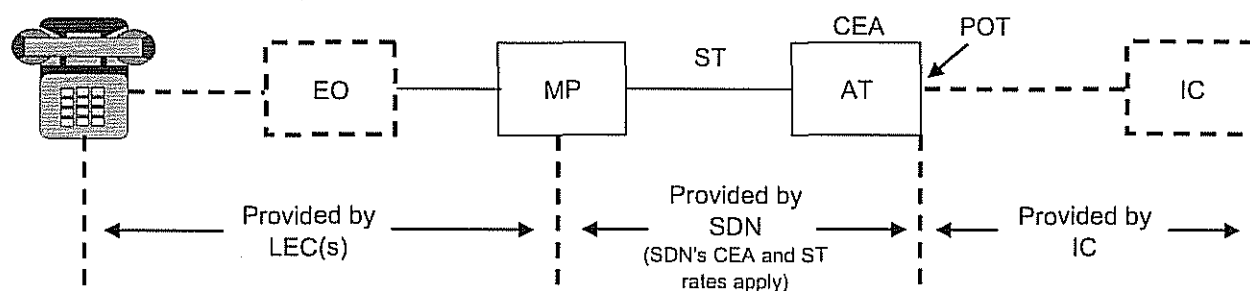
5.6 Rate Regulations (Cont'd)

5.6.1 Description and Application of Rates and Charges (Cont'd)

(D) Rates Applicable (Cont'd)

(1) (Cont'd)

The following diagram depicts a generic view of the rates that apply for Switched Access Service.



GLOSSARY

- AT - SDN's Centralized Equal Access Tandem
- CEA - Centralized Equal Access
- EO - End Office of an Exchange Telephone Company
- IP - Interconnection Point Between Facilities of SDN and PTC or, if applicable, Other Exchange Telephone Companies
- IC - Interexchange Carrier
- LEC - Local Exchange Carrier
- MP - Meetpoint (the meetpoint may be located at the EO, at the AT or a mutually agreed to point between the EO and AT)
- POT - Point of Termination
- SDN - South Dakota Network, LLC
- ST - Switched Transport (SDN and/or the LEC may charge for transport between the EO and AT depending on the location of the MP)

- (2) The nonrecurring charge, as set forth in Section 5.7.4 following, applies to Switched Access Service for the installation of the Interim NXX Translation optional feature and for each subsequent order received to add or change NXX translation codes.

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5. Switched Access Service (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.2 Minimum Period

Switched Access Service is provided for a minimum period of one (1) month.

5.6.3 Measuring Access Minutes

Customer traffic to end offices of the Participating Telecommunications Companies set forth in Section 7 following will be measured (i.e., recorded) by SDN at its centralized equal access tandem. Originating and terminating calls will be measured (i.e., recorded) by SDN to determine the basis for computing chargeable access minutes. In the event the customer message detail is not available because SDN lost or damaged tapes or incurred recording system outages, SDN will estimate the volume of lost customer access minutes of use based on previously known values. For terminating calls and or originating calls, the measured minutes are the chargeable access minutes.

Access minutes or fractions thereof, the exact value of the fraction being a function of the switch technology where the measurement is made, are accumulated over the billing period and are then rounded up to the nearest access minute.

For originating calls provided with SS7 signaling, usage measurement begins when the PTC end office receives the SS7 Exit Message from SDN's centralized equal access tandem. The measurement of originating call usage ends when the originating PTC end office receives an SS7 Release Message indicating either the originating or terminating end user has disconnected.

For terminating calls, with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives answer supervision from the terminating user. The PTC end office switch receives answer supervision and sends the indication to the customer in the form of an answer message. The measurement of terminating call usage ends when the entry switch receives or sends a release message, whichever occurs first.

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5. Switched Access Service (Cont'd)

5.6 Rate Regulations (Cont'd)

5.6.4 Network Blocking for Feature Group D

The customer will be notified by SDN to increase its capacity when excessive trunk group blocking occurs on groups carrying Feature Group D traffic. If the order for additional capacity has not been received by SDN within fifteen (15) days of the notification, SDN will bill the customer, at the rate set forth in 5.7.2 following, for each overflow in excess of the blocking threshold.

Blocking Thresholds

<u>Trunks in Service</u>	<u>1/2%</u>
1-2	.045
3-4	.035
5-5	.025
7 or greater	.020

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5. Switched Access Service (Cont'd)

5.7 Rates and Charges

		Rate <u>Per Access Minute</u>	
5.7.1	<u>Centralized Equal Access Service:</u>		
	Originating – Non 8YY**	\$0.0077	(R)
	Originating - 8YY*	\$.001	
	Terminating **	\$.002288	(N)
<p style="margin: 0;">Rate <u>Per Call Blocked</u></p>			
5.7.2	<u>Network Blocking</u>	\$0.0271	
<p style="margin: 0;">Rate <u>Per Access Minute</u></p>			
5.7.3	<u>Switched Transport</u>	\$0.0000	
<p style="margin: 0;">Rate <u>Per Order</u></p>			
5.7.4	<u>Interim NXX Translation</u>	\$181.00	

\* Effective July 1,2021, pursuant to FCC 20-143, separate rate elements for 8YY (toll free) and Non 8YY (calls that are not toll free) originating access were established.

\*\*The company specific rate is based on the rules outlined in 47 CFR 51.911 of the FCC Rules and Regulations.

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**6. Customer's Point of Interconnection Information**

**6.1 General Information**

Access Service is available to customers that interconnect with SDN's facilities at SDN's centralized equal access tandem. The customer is responsible for and bears the burden of reaching the point of interconnection with the SDN access tandem. In addition, the customer is responsible for and bears the burden associated with any PTC or other Exchange Telephone Company access service that are utilized to connect to SDN.

**6.2 Customer's Point of Interconnection**

Centralized Equal  
Access Tandem

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7. Participating Telecommunications Companies

SDN provides Access Service in conjunction with the services of the following Participating Telecommunications Companies (PTCs):

<u>PTCs</u>	<u>Exchanges</u>
Alliance Communications Cooperative, Inc.	Alcester Baltic Brandon Crooks East Garretson, MN East Hudson, IA Garretson Hudson
Armour Independent Telephone Company	Armour
Beresford Municipal Telephone Company	Beresford City
Bridgewater-Canistota Independent Telephone Company	Bridgewater Canistota
Capital Telephone Company	Redfield
Cheyenne River Sioux Tribal Telephone Authority	Dupree Eagle Butte Isabel LaPlant South Dupree
City of Brookings Municipal Telephone Department	Brookings
City of Faith Municipal Telephone Company	Faith

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7. Participating Telecommunications Companies (Cont'd).

<u>PTCs</u>	<u>Exchanges</u>
Golden West Telecommunications Cooperative, Inc.	Belvidere Buffalo Gap Creighton Edgemont Enning Faith (Rural) Hayes Hot Springs Interior Kyle Long Valley Martin Maurine Midland Milesville New Underwood Oelrichs Oral Phillip Pine Ridge Quinn South Ardmore, NE Wall Wasta West Edgemont, WY White Clay, NE White River Wicksville Wood
Hills Telephone Company, Inc.	North Larchwood Valley Springs

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
Interstate Telecommunications Cooperative, Inc.	Astoria Bradley Brandt Brookings Rural Bryant Castlewood Chester Clark/Raymond Clear Lake Elkton East Elkton, MN Estelline Florence Gary East Gary, MN Goodwin Hayti Lake Norden Nunda Sinai Toronto Waubay Webster Wentworth White Willow Lake

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
James Valley Cooperative Telephone Company	Andover Bristol Claremont Columbia Conde Doland Ferney Frederick Groton Hecla Houghton North Hecla, ND Mellette Turton
Jefferson Telephone Company	Jefferson
Kadoka Telephone Company	Kadoka
Kennebec Telephone Company, Inc.	Kennebec Presho

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
McCook Cooperative Telephone Company	Alexandria Canova Center Salem Spencer Winfred
Midstate Communications, Inc.	Academy Delmont Fort Thompson Gann Valley Kimball New Holland Platte/Geddes Pukwana Stickney White Lake
Midstate Telecom, Inc.	Chamberlain
Northern Valley Communications, LLC	Aberdeen
RC Communications, Inc.	Peever Summit Veblen North Veblen, ND Wilmot
RC Communications, Inc. (d/b/a RC Services)	Milbank Watertown
Roberts County Telephone Cooperative Assn.	Claire City New Effington North New Effington, ND

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
Sancom, Inc.	Huron Mitchell
Santel Communications Cooperative, Inc.	Alpena Artesian/Fedora Ethan Forestburg Letcher Mount Vernon Woonsocket Parkston Tripp Wolsey
Sioux Valley Telephone Company	Colton Corsica Dell Rapids/Trent Humboldt/Montrose Plankinton
Splitrock Properties, Inc.	Howard/Carthage Oldham/Ramona
SSTelecom, Inc	Milbank
Stockholm-Strandburg Telephone Company	Reville South Shore Stockholm

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
Venture Communications	Blunt Bowdle Britton North Britton, ND Gettysburg/Lebanon Harrold Highmore Hitchcock Hoven Langford Onaka Onida East Onida West Onida Pierpont Ree Heights Roscoe Rosholt Roslyn Selby Seneca Sisseton Tolstoy Tulare Wessington Wessington Springs
Tri-County Telcom, Inc.	Clayton Emery

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
Union Telephone Company	Hartford Wall Lake
Valley Telecommunications Cooperative Association, Inc.	Eureka Glenham Herreid Hosmer Ipswich Leola Long Lake Mound City Pollock
Vivian Telephone Company	Avon Bonesteel South Bonesteel, NE Burke South Burke, NE Clearfield Custer Freeman Gregory South Gregory, NE Lesterville Marion Menno Mission Murdo Reliance Rosebud Scotland Springfield Vivian Winner Witten

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7. Participating Telecommunications Companies (Cont'd)

<u>PTCs</u>	<u>Exchanges</u>
West River Cooperative Telephone Company	Bison Buffalo Camp Crook West Camp Crook, MT Lemmon North Lemmon, ND Meadow Newell Nisland Sorum
West River Telecommunications Cooperative	McLaughlin North McLaughlin, ND Mobridge
Western Telephone Company	Cresbard Faulkton Orient

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8. Additional Engineering, Additional Labor and Miscellaneous Services

In this section, normally scheduled working hours are an employee's scheduled work period in any given calendar day (e.g., 7:00 a.m. to 4:00 p.m.) for the application of rates based on working hours. A Miscellaneous Service Order Charge, as described in Section 4.2.2 (F) preceding, applies to any service, or combination of services ordered simultaneously from this section of the Tariff for which a service order is not already pending which does not have the charge applied. The Miscellaneous Service Order Charge is an administrative charge designed to compensate for the expenses associated with service order issuance.

The charge always applies to the following services since a pending service order would not exist: Overtime Repair (8.2.2), Stand by Repair (8.2.3), Testing and Maintenance with Exchange Telephone Companies other than when in conjunction with Acceptance Testing (8.2.4), Other Labor (8.2.5) and Maintenance of Service (8.3.1).

The charge does not apply to the following services since there would exist a pending service order: Additional Engineering (8.1), Overtime Installation (8.2.1), Stand by Acceptance Testing (8.2.3), Testing and Maintenance with Exchange Telephone Companies when in conjunction with Acceptance Testing (8.2.4), and Additional Cooperative Acceptance Testing (8.3.2(A)(1)). This charge is set forth in Section 4.2.2(F) preceding.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.1 Additional Engineering

Additional Engineering will be provided by SDN at the request of the customer only when:

- (A) A customer requests additional technical information after SDN has already provided the technical information normally included on the Design Layout Report (DLR) as set forth in 5.1.3 preceding.
- (B) A customer requests a Design Change, additional engineering time is incurred by SDN for the engineering review as set forth in 4.2.2(C). The charge for additional engineering will apply whether or not SDN proceeds with the design change.

SDN will notify the customer that additional engineering charges, as set forth in 8.1.1 following, will apply before any additional engineering is undertaken.

8.1.1 Rates for Additional Engineering

The charges for additional engineering are as follows:

Additional Engineering Periods	Each Half Hour or Fraction Thereof
(A) Basic Time, normally scheduled working hours, per engineer	\$42.50
(B) Overtime, outside of normally scheduled working hours, per engineer	\$63.75
(C) Premium Time, outside of scheduled work day, per engineer	\$63.75

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**8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)**

**8.2 Additional Labor**

Additional labor is that labor requested by the customer on a given service and agreed to by SDN as set forth in 8.2.1 through 8.2.5 following. SDN will notify the customer that additional charges as set forth in 8.2.6 following will apply before any additional labor is undertaken.

**8.2.1 Overtime Installation**

Overtime installation is that SDN installation effort outside of regularly scheduled working hours.

**8.2.2 Overtime Repair**

Overtime repair is that SDN maintenance effort performed outside of regularly scheduled working hours.

**8.2.3 Stand By**

Stand by includes all time in excess of one-half (1/2) hour during which SDN personnel stand by to make installation acceptance tests or cooperative tests with a customer to verify facility repair on a given service.

**8.2.4 Testing and Maintenance with Exchange Telephone Companies**

Additional testing, maintenance or repair of facilities which connect to facilities of Exchange Telephone Companies which is in addition to normal effort required to test, maintain or repair facilities provided solely by SDN.

**8.2.5 Other Labor**

Other labor is that additional labor not included in 8.2.1 through 8.2.4 preceding and labor incurred to accommodate a specific customer request that involves only labor which is not covered by any other section of this tariff.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.2 Additional Labor (Cont'd)

8.2.6 Rates for Additional Labor

The charges for additional labor are as follows:

(A) Installation or Repair

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>
- Overtime, outside of regularly scheduled working hours, on a scheduled work day, per technician	\$63.75*
- Premium Time, outside of scheduled work day, per technician	\$85.00*

(B) Stand by

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>
- Basic Time, regularly scheduled working hours, per technician	\$42.50
- Overtime, outside of regularly scheduled working hours, on a scheduled work day, per technician	\$63.75*
- Premium Time, outside of scheduled work day, per technician	\$85.00*

\* A call-out of a SDN employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.2 Additional Labor (Cont'd)

8.2.6 Rates For Additional Labor (Cont'd)

(C) Testing and Maintenance with Exchange Telephone Companies or Other Labor

<u>Additional Labor Periods</u>	<u>Each Half Hour or Fraction Thereof</u>	
	<u>Installation and Repair Technician</u>	<u>Central Access Tandem Maintenance Technician</u>
- Basic Time, regularly scheduled working hours, per technician	\$42.50	\$42.50
- Overtime, outside of regularly scheduled working hours on a scheduled work day, per technician	\$63.75*	\$63.75*
- Premium Time, outside of scheduled work day, per technician	\$85.00*	\$85.00*

\* A call-out of a SDN employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.3 Miscellaneous Services

8.3.1 Maintenance of Service

- (A) When a customer reports a trouble to SDN for clearance and no trouble is found in SDN's facilities, the customer shall be responsible for payment of a Maintenance of Service charge for the period of time from when SDN personnel are dispatched to the time when the work is completed. Failure of SDN personnel to find trouble in SDN facilities will result in no charge if the trouble is actually in those facilities, but not discovered at the time.
- (B) The customer shall be responsible for payment for a Maintenance of Service charge when SDN dispatches personnel and the trouble is in equipment or communications systems provided by other than SDN and its Participating Telecommunications Companies.

In either (A) or (B) preceding, no credit allowance will be applicable for the interruption involved if the Maintenance of Service charge applies.

- (C) The charges for Maintenance of Service are as follows:

<u>Maintenance of Service Periods</u>	<u>Each Half Hour or Fraction Thereof</u>
Basic Time, Overtime* and Premium Time*	See the rates for Additional Labor set forth in 8.2.6(C) preceding.

- \* A call-out of a SDN employee at a time not consecutive with the employee's scheduled work period is subject to a minimum charge of four (4) hours.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.3 Miscellaneous Services (Cont'd)

8.3.2 Testing Services

SDN will, in addition to any customer requested acceptance testing, perform such tests as it believes necessary to ensure that the access service ordered by a customer is functioning properly prior to furnishing such access service to the customer. In addition, SDN, as part of the ongoing work to maintain the continued satisfactory performance of the access service ordered by the customer, may perform periodic tests.

Testing Services offered under this section of the tariff are optional and subject to rates and charges as set forth in 8.3.2(B) following. Other testing services, as described in 5.1.4 and 5.1.5 preceding, are provided by SDN in association with Access Service and are furnished at no additional charge. In addition, SDN will, at the request of the customer, perform Acceptance Testing with the customer in accordance with the provisions set forth in Section 5 preceding.

The offering of Testing Services under this section of the Tariff is made subject to the availability of the necessary qualified personnel and test equipment at the various test locations mentioned in (A), and (B) following.

(A) Switched Access Service

Testing Services for Switched Access are comprised of (a) tests which are performed during the installation of a Switched Access Service, and (b) tests which are performed after acceptance of such access service by a customer, i.e., in-service tests. These in-service tests may be further divided into two broad categories of tests: scheduled and nonscheduled.

Scheduled tests are those tests performed by SDN on a regular basis, as set forth in Section 5.1.5 preceding which are required to maintain Switched Access Service. Scheduled tests may be done on an automatic basis (no SDN or customer technicians involved) or on a cooperative basis (SDN technician(s) involved at SDN office(s) and customer technicians involved at customer terminal location(s)).

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.3 Miscellaneous Services (Cont'd)

8.3.2 Testing Services (Cont'd)

(A) Switched Access Service (Cont'd)

(1) Additional Cooperative Acceptance Testing

Additional Cooperative Acceptance Testing (ACAT) of Switched Access Service involves SDN provision of a technician at its office(s) and the customer provides a technician at its terminal location(s), with suitable test equipment to perform the required tests:

- . C-Notched Noise
- . Impulse Noise
- . Phase Jitter
- . Signal to C-Notched Noise Ratio
- . Intermodulation (Nonlinear) Distortion
- . Frequency Shift (Offset)
- . Envelope Delay Distortion
- . Dial Pulse Percent Break

(2) Additional Automatic Testing

Additional Automatic Testing (AAT) of Switched Access Service, where the customer provides remote office test lines with associated responders or their functional equivalent, will consist of monthly loss and C-message noise tests and an annual balance test. However, the customer may specify a more frequent schedule of tests. In addition to the loss/noise/balance tests, the customer may also order, at additional charges, gain-slope and C-notched noise testing.

SDN will provide an AAT report that lists the test results for each trunk tested. Trunk test failures requiring customer participation for trouble resolution will be provided to the customer on an as-occurs basis.

(3) Obligations of the Customer

The customer shall provide the Remote Office Test Line priming data to SDN as appropriate, to support AAT as set forth in 8.3.2(A)(2) preceding.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.3 Miscellaneous Services (Cont'd)

8.3.2 Testing Services (Cont'd)

(B) Rates and Charges

(1) Switched Access

(a) Additional Cooperative Acceptance Testing (ACAT)

<u>Testing Period</u>	<u>Each Half Hour Or Fraction Thereof</u>
Basic Time, Overtime* and Premium Time*	See the rates for Additional Labor as set forth in 8.2.6(C) preceding.

(b) Additional Automatic Testing (AAT)

The Additional Tests as set forth following may be ordered by the customer, at additional charges, 60 days prior to the start of the customer prescribed schedule.

To First Point  
of Switching

Additional Tests

	<u>Per Test Per Transmission Path</u>
Gain-Slope Tests	\$2.89
C-Notched Noise Tests	\$2.89
1004 Hz Loss*	\$2.89
C-Message Noise*	\$2.89
Balance (return loss)*	\$2.89

1004 Hz Loss, C-Message Noise and Balance are non-chargeable routine tests, however, they may be requested on an as needed or more than routine scheduled basis, in which case the charges herein apply.

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8. Additional Engineering, Additional Labor and Miscellaneous Services (Cont'd)

8.3 Miscellaneous Services (Cont'd)

8.3.3 Provision of Access Service Billing Information

- (A) The customer will receive its monthly bills in a standard paper format.
- (B) At the option of the customer, and for an additional charge:
  - (1) Customer monthly bills may be provided on magnetic tape.
  - (2) Billing detail and/or information may be transmitted to the customer terminal location by data transmission.
  - (3) Additional copies of the customer monthly bill or service and features record may be provided in standard paper or microfiche format.
- (C) Upon acceptance by SDN of an order for data transmission, SDN will determine the period of time to implement the transmission of such material on an individual order basis.
- (D) The rates and charges for the provision of Access Service Billing information are as follows:

	<u>FID</u>	<u>Rates</u>
(1) Provision of Standard Bill Detail and/or Information in magnetic tape format, per record	DMT	ICB rates and charges apply
(2) Data Transmission to a customer Terminal Location of Bill Detail and/or Information, per record transmitted	TRMD B	ICB rates and charges apply
(3) Additional Copies of customer monthly bill or service and features record in standard paper or microfiche format per page per microfiche record	BOD NEL BOD FH	ICB rates and charges apply

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9. Interface Groups, Transmission Specifications and Channel Interfaces

9.1 Switched Transport Interface Groups

Interface Group 6 is the only interface group provided at the SDN centralized equal access tandem.

9.1.1 Interface Group 6

Interface Group 6 provides DS1 level digital transmission at the point of interconnection set forth in Section 6, preceding. The interface is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to twenty-four (24) voice frequency transmission paths. When analog switching utilizing analog terminations is provided, SDN will provide multiplex and channel bank equipment to derive twenty-four (24) transmission paths of a frequency bandwidth of approximately three hundred (300) to three thousand (3000) Hz. When digital switching or analog switching with digital carrier terminations is provided, SDN will provide, at the first point of switching, a DS1 signal in D3/D4 format.

The interface is provided with Common Channel Signaling SS7 only. Exceptions to the SS7 Signaling will be based on an Individual Case Basis.

9.1.2 Interface Codes

The Interface Group 6 interface code available with Feature Group D and SS7 supervisory signaling is 4DS9-15.

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9. Interface Groups, Transmission Specifications and Channel Interfaces (Cont'd)

9.2 Transmission Specification Switched Access Service

9.2.1 Standard Transmission Specifications

The Standard Transmission Specification available with SDN Switched Access Service is Type A.

(A) Type A Transmission Specifications

Type A Transmission Specifications is provided with the following parameters:

(1) Loss Deviation

The maximum Loss Deviation of the 1004 Hz loss relative to the Expected measured Loss (EML) is  $\pm 2.0$  dB.

(2) Attenuation Distortion

The maximum Attenuation Distortion in the 404 to 2804 Hz frequency band relative to the loss at 1004 Hz is -1.0 dB to +3.0 dB.

(3) C-Message Noise

The maximum C-Message Noise for the transmission path at the route miles listed is less than or equal to:

<u>Route Miles</u>	<u>C-Message Noise</u>
Less than 50	32 dBmCO
51 to 100	34 dBmCO
101 to 200	37 dBmCO
201 to 400	40 dBmCO
401 to 1000	42 dBmCO

(4) C-Notched Noise

The maximum C-Notched Noise, utilizing a -16 dBmO holding tone, is less than or equal to 45 dBmCO.

(5) Echo Control

Echo Control, identified as Equal Level Echo Path Loss, and expressed as Echo Return Loss and Singing Return Loss, is equal to or greater than the following:

<u>Echo Return Loss</u>	<u>Singing Return Loss</u>
16 dB	11 dB

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9. Interface Groups, Transmission Specifications and Channel Interfaces (Cont'd)

9.2 Transmission Specifications Switched Access Service (Cont'd)

9.2.2 Data Transmission Parameters

Data Transmission Parameters, Type DA are provided for the transmission path between the customer's premises and the access tandem and between the access tandem and the end office.

(A) Data Transmission Parameters Type DA

(1) Signal to C-Notched Noise Ratio

The Signal to C-Notched Noise Ratio is equal to or greater than 33 dB.

(2) Envelope Delay Distortion

The maximum Envelope Delay Distortion for the frequency bands and route miles specified is:

604 to 2804 Hz

less than 50 route miles            500 microseconds

equal to or greater than  
50 route miles                        900 microseconds

1004 to 2404 Hz

less than 50 route miles            200 microseconds

equal to or greater than  
50 route miles                        400 microseconds

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9. Interface Groups, Transmission Specifications and Channel Interfaces (Cont'd)

9.2 Transmission Specifications Switched Access Service (Cont'd)

9.2.2 Data Transmission Parameters (Cont'd)

(A) Data Transmission Parameters Type DA (Cont'd)

(3) Impulse Noise Counts

The Impulse Noise Counts exceeding a 65 dBmCO threshold in fifteen (15) minutes is no more than fifteen (15) counts.

(4) Intermodulation Distortion

The Second Order (R2) and Third Order (R3) Intermodulation Distortion products are equal to or greater than:

Second Order (R2)	33 dB
Third Order (R3)	37 dB

(5) Phase Jitter

The Phase Jitter over the 4-300 Hz frequency band is less than or equal to 5 degrees peak-to-peak.

(6) Frequency Shift

The maximum Frequency Shift does not exceed -2 to +2 Hz.

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