

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN RE:

Docket No. TC10-026

SPRINT COMMUNICATIONS
COMPANY L.P.,

Complainant,

v.

NATIVE AMERICAN TELECOM, LLC,

Respondent.

**SPRINT COMMUNICATIONS
COMPANY L.P.'S MEMORANDUM
IN OPPOSITION TO NATIVE
AMERICAN TELECOM, LLC'S
MOTIONS TO STAY OR TO DISMISS**

INTRODUCTION

Sprint Communications Company L.P. ("Sprint") opposes Native American Telecom, LLC's ("NAT") motions for a stay or to dismiss this action pending before the South Dakota Public Utilities Commission (the "Commission"). NAT's motion to stay is premised on the federal doctrine of exhaustion of tribal remedies, while its motion to dismiss relies on concepts of protecting tribal sovereignty. Given the common factual background and conceptual overlap to NAT's motions, Sprint responds to both in this brief. With these motions, NAT seeks to have this matter decided by the very entity which lacks the authority to decide it – the Crow Creek Sioux Tribal Court ("Tribal Court"). As neither doctrine on which NAT relies applies here, the Commission is free to address the merits of Sprint's complaint.

Sprint started this action before the Commission to stop NAT's traffic pumping scheme. The scheme NAT has concocted exploits a weakness in the telecommunications

regulatory regime. Long distance carriers like Sprint must rely on local exchange carriers to originate or terminate long distance calls. Here, what NAT purports to bill Sprint for is a charge for terminating access. An entity like NAT prepares the necessary paperwork to operate as a "competitive local exchange carrier," purportedly to provide local telephone services. It then obtains a block of telephone numbers, files a "tariff" with the Federal Communications Commission ("FCC"), and starts billing Sprint and other long-distance carriers under the ruse of providing terminating access to the new "local exchange." NAT then fraudulently bills Sprint for telephone calls that are made to appear as legitimate telephone calls to end users on the Crow Creek Sioux Reservation ("Reservation").

But NAT is not offering a typical terminating access service. For example, in July 2010, Sprint determined that 99.98% of the calls reported as terminating on a NAT phone number were calls to conference call bridge numbers, terminating instead on equipment Sprint believes is located in Los Angeles, California. Federal law requires that NAT's tariff enforcement action be filed before the FCC or in federal court, which is one more compelling reason why the Tribal Court lacks jurisdiction over Sprint.

Months after Sprint started its Commission action, NAT sued Sprint in the Tribal Court. In its tribal complaint, NAT alleged Sprint has refused to pay for what NAT claims are switched access charges due it under tariffs it has on file with the FCC and the Crow Creek Sioux Tribal Utility Authority ("Tribal Utility Authority"). But Sprint does *not* directly interconnect with NAT on the Reservation or anywhere else, and Sprint in fact is not directly connected to NAT for switched access services. *All* of Sprint's long

distance traffic at issue in this case is directed to and handed off in Sioux Falls, South Dakota, at a switch owned by South Dakota Network, LLC. In addition, Sprint has no physical presence on the Reservation. Thus, there is no constitutionally lawful basis to compel Sprint to defend NAT's allegations in Tribal Court. Requiring it to do so would violate its due process rights.

Exhaustion of tribal remedies has no place here. As a threshold matter, the judge-made doctrine applies in federal courts. Moreover, the Federal Communications Act clearly requires that NAT's claims regarding interstate traffic be heard in federal court or before the FCC. 47 U.S.C. § 207. Similarly, to the extent there is intrastate traffic, Sprint is entitled to assert its state law claims before the Commission. *See* SDCL § 49-31-3.

The United States Supreme Court has also recognized that tribal courts possess little, if any, adjudicatory authority over non-tribal members, such as Sprint, subject only to two narrow exceptions. *See Montana v. United States*, 450 U.S. 544 (1981). Where, as in this case, the exceptions are inapplicable and jurisdiction has clearly been vested in other entities, tribal exhaustion would serve no purpose other than delay and need not be followed. *See Strate v. A-1 Contractors*, 520 U.S. 438, 459 n.14 (1997). Under federal and state law, the Commission is the appropriate entity to determine Sprint's state law claims.

FACTUAL BACKGROUND

A. The Parties

1. NAT

According to public records available at the South Dakota Secretary of State, NAT is a limited liability company organized in 2008 under the laws of South Dakota with its principal place of business in Sioux Falls, South Dakota. Affidavit of Scott G. Knudson (“Knudson Aff.”) at ¶ 2 and Ex. A. Gene DeJordy and Tom Reiman are NAT’s founders and the members personally liable for NAT’s debts pursuant to SDCL § 47-34A-303(c). *Id.*¹ Neither Reiman nor DeJordy are enrolled members of the Tribe or any other tribe. Knudson Aff. at ¶ 3 and Ex. B. Neither DeJordy nor Reiman live on the Reservation, DeJordy resides now in Connecticut,² while Reiman lives in Sioux Falls. In September 2009 NAT filed its annual report with the Secretary of State listing Reiman as NAT’s president and registered agent. Knudson Aff. at ¶ 5 and Ex. D. NAT purports to operate as a competitive local exchange carrier on the Reservation under tariffs filed with the FCC and the Tribal Utility Authority. Knudson Aff. at ¶ 6 and Ex. E; *Id.* at ¶ 7 and Ex. F.

In its brief in support of its motion to stay, NAT claims, without providing any supporting documentation, that NAT is in fact 51% owned by the Tribe, with Widevoice Communications, Inc. and Native American Telecom Enterprises LLC (“NAT

¹ NAT’s public filings can be found on the Secretary of State’s corporate database www.sdsos.gov.

² According to federal court documents in the Eastern District of Arkansas, DeJordy is a defendant in a lawsuit brought by Alltel Communications, L.L.C. An Affidavit of Service in that file discloses DeJordy lives in Fairfield, Connecticut. Knudson Aff. ¶ 4 and Ex. C.

Enterprise”) as the other owners. NAT Brief in Support of Stay at 2. Documents on file with the Secretary of State show Reiman and DeJordy are the organizers of NAT Enterprise, and both remain personally liable under SDCL § 47-34A-303(c) for the debts of NAT Enterprise. Knudson Aff. ¶ 8 and Ex. G. Reiman is the president and registered agent of NAT Enterprise. *Id.* at ¶ 9 and Ex. H.

In an affidavit filed with NAT’s motion to stay, DeJordy describes the technology NAT allegedly employs to provide its services. NAT is using WiMax (World Interoperability for Microwave Access) technology. Affidavit of Gene DeJordy dated September 3, 2010, (“DeJordy Aff.”) at ¶ 13. The WiMax technology NAT has employs “advanced antenna and radio technology.” *Id.* With this technology, NAT “delivers wireless IP (Internet Protocol) voice and data communications.” *Id.* DeJordy also claims that NAT has eschewed applying for Universal Service Funds (“USF”) or other federal or state funding sources to install its equipment. *Id.* ¶ 11.³ NAT, however, has sought and received a license from the FCC to operate its WiMax technology. Knudson Aff. at Ex. R.

³ It is odd that NAT protests Sprint’s refusal to pay NAT’s fraudulent bills as hurting the Tribe, while refusing to take part in a generous and legal subsidy scheme. The goal of the USF is to ensure that basic telephone services are available in all areas, by providing funding to companies operating with traditionally hard to serve areas. But to receive a USF subsidy, NAT would have to submit to FCC and Commission oversight of the subsidy, which would have brought its traffic pumping under regulatory scrutiny. Hence, the only plausible reason not to seek USF or other governmental assistance was to avoid having its traffic pumping scheme subject to regulatory oversight.

2. Sprint

Sprint is a telecommunications company that provides telecommunications services nationwide and is known in the telecommunications regulatory framework as an interexchange carrier ("IXC"). Affidavit of Amy S. Clouser dated September 27, 2010 ("Clouser Aff.") ¶ 2. Sprint is qualified to do business within the State of South Dakota and is certificated by the South Dakota Public Utilities Commission to provide intrastate interexchange services in South Dakota. *Id.* The FCC has also authorized Sprint to provide interstate interexchange services. *Id.*

B. Sprint's role as an IXC subjects it to traffic pumping

As an interexchange carrier ("IXC") Sprint offers long-distance services to its customers around the country. Long-distance calls are those that are made from one local exchange carrier ("LEC") to another. For example, in a typical situation (unlike in this case), a long-distance call may be made from an end user customer in Massachusetts to a called party, or "end user," in South Dakota. The call is delivered to Sprint's long distance network, and Sprint carries the call to the network of the LEC serving the called customer. *Id.* ¶ 3. In some cases, there is a third carrier between Sprint's long distance network and the LEC network serving the called customer. *Id.* at ¶¶ 3, 16-22.

The facilities used to complete the last leg of these calls are typically provided by the called party's own LEC. Because Sprint does not generally own the facilities that physically connect to end users, it must pay local carriers for access to them. The charge that Sprint pays for access to the called party is known as a "terminating access" charge because the call "terminates" with the party that is called. *Id.* ¶ 5.

Sprint (like other long-distance carriers) purchases terminating access service under a tariff required to be published by the local carrier that contains charges for terminating access (along with other offered services). Pursuant to the terms of that tariff, Sprint and other long-distance carriers have purchased access services under the tariff whenever they hand off a call to the local carrier that has properly defined "terminating access" service. *Id.* Because LECs have an effective monopoly over local telephone service in their service areas, the long distance carriers have no choice but to purchase the service defined in the tariff when the calls are made from one of their customers to an end user in the calling area of the local exchange carrier. *Id.* ¶¶ 5-6; *see also In re Access Charge Reform, Reform of Access Charges Imposed by Competitive Local Exch. Carriers*, FCC Docket No. 96-262, Seventh Report and Order and Further Notice of Proposed Rulemaking, 16 F.C.C. Rcd. 9923, ¶ 30 (2001). For that reason, it is important that tariffed services are defined precisely. For that reason, too, tariffs are construed narrowly – only services expressly set out in the tariff are "deemed" to be purchased. *See In re Theodore Allen Commc'ns, Inc. v. MCI Telecomms. Corp.*, 12 F.C.C. Rcd. 6623, ¶ 22 (1997).

C. Sprint seeks to stop NAT's practice of traffic pumping

Traffic pumping is a scheme where a LEC partners with free conference call centers or chat rooms to artificially stimulate telephone call volume. NAT purports to operate local exchange carrier operations on the Reservation but with respect to what NAT wants to bill Sprint, exists only to operate a fraudulent scheme called traffic pumping. *See Clouser Aff.* ¶¶ 9-15. Traffic pumping occurs when a LEC, such as NAT,

partners with a second company (a "Call Connection Company") that has established free or nearly free conference calling, chat-line, or similar services that callers use to connect to other callers or recordings. The Call Connection Company generates large call volumes to numbers assigned to the LEC. The LEC in turn unlawfully bills those calls as if they are subject to terminating access charges, hoping that IXCs unwittingly pay those bills. If the IXC does so, the LEC and Call Connection Company share the revenues. *Id.*

¶ 9. Sprint has seen these traffic pumping schemes target areas where switched access rates are the highest, which tend to be in rural areas. *Id.*

The FCC and the Iowa Utilities Board have ruled that switched access charges do not apply to calls delivered to Call Connection Companies because 1) Call Connection Companies are not end users of local exchange service, 2) such calls are not terminated to an end user's premises, and 3) such calls do not terminate in the LEC's certificated local exchange area.⁴ Numerous other cases involving the legality of traffic pumping are pending before federal courts throughout the United States.⁵

⁴ See *In the Matter of Qwest Commc'ns Corp. v. Farmers and Merchants Mut. Tel. Co.*, File No. EB-07-MD-001, Second Order on Reconsideration (Nov. 25, 2009); *In re Qwest Commc'ns Corp. v. Superior Tel. Co.*, No. FCU-07-2, Final Order, (Iowa Utilities Board, Sept. 21, 2009).

⁵ See, e.g., *Sprint Commc'ns Co., L.P. v. Superior Tel. Coop.*, No. 4:07-CV-00194 (S.D. Iowa); *Qwest Commc'ns Corp. v. Superior Tel. Coop.*, No. 4:07-CV-0078 (S.D. Iowa); *AT&T Corp. v. Superior Tel. Coop.*, No. 4:07-CV-0043 (S.D. Iowa); *AT&T Corp. v. Reasnor Tel. Co., LLC*, No. 4:07-CV-00117 (S.D. Iowa). There are also several similar suits pending in South Dakota, including three suits involving Sprint. See *Sancom, Inc. v. Sprint Commc'ns Co., L.P.*, No. CIV 07-4107 (D.S.D.); *Northern Valley Commc'ns, LLC v. Sprint Commc'ns Co., L.P.*, No. CIV. 08-1003 (D.S.D.); *Splitrock Prop., Inc. v. Sprint Commc'ns Co., L.P.*, No. CIV 09-4075 (D.S.D.). Two other cases brought in the District of Minnesota involving a Minnesota LEC and Sprint and Qwest have been referred to the FCC and stayed pending the outcome of related proceedings at

D. NAT purports to operate under FCC and tribal tariffs that are improper

NAT has two access tariffs at issue that it wants to enforce in tribal court. One is NAT's tariff that it filed with the FCC on September 14, 2009, with an effective date of September 15, 2009. Knudson Aff. ¶ 6 and Ex. E at 1("Issued September 14, 2009, Effective September 15, 2009"). NAT also claims a tariff it filed with the Tribal Utility Authority on September 1, 2009, ostensibly effective that very day. *Id.* at ¶ 7 and Ex. F at 1("Issued September 1, 2009, Effective September 1, 2009"). NAT amended its FCC tariff on October 21, 2009. See Knudson Aff. ¶ 10 and Ex. I.⁶

Both of these tariffs employ broad definitions of the so-called tribal services that are covered by the tariffs. The intrastate/tribal tariff provides that it is applicable to:

1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of the Intrastate Access services and facilities (hereinafter "Services") by NATIVE AMERICAN TELECOM, LLC into, out of and within the State of South Dakota.

Knudson Aff. Ex. F.

the Minnesota Public Utilities Commission. See *Tekstar Commc's, Inc. v. Sprint Commc'ns Co., L.P.*, No. 08-CV-01130-JNE-RLE (D. Minn.); *Qwest Commc'ns Co. LLC v. Tekstar Commc'ns, Inc.* No. 10-CV-00490 (MJD/SCN). Other cases include *North Country Commc'ns Corp. v. Sprint Commc'ns Co., L.P.*, 09-CV-2685 (S.D. Iowa); *Beehive Tel. Co. Inc. Nevada v. Sprint Commc'ns Co., L.P.*, 08-CV-00380 (D. Ut.); and *Bluegrass Tel. Co., Inc. v. Sprint Commc'ns Co., L.P.*, 410-CV-104 (W.D. Ky).

⁶ The changes NAT made do not affect the Commission's jurisdiction. If anything, the changes made NAT's tariff even more one-sided.

The service NAT is seeking to charge for is Switch Access Services under Section

6.1 of the tariff:

6. SWITCHED ACCESS SERVICE

6.1 General

Switched Access Service, which is available to Customers for their use in routing or receiving traffic and/or in furnishing their services to End Users, provides a two-point communications path between a Customer and an End User. It provides for the use of common terminating switching and transport facilities. The Company provides Switched Access service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable a Customer to utilize the Company's network to accept Calls originated by End Users or to deliver Calls for termination to End Users.

Knudson Aff. Ex. F.

The tribal tariff defines the Company, Customer, End User, Switched Access Service and Terminating Access as follows:

Company: NATIVE AMERICAN TELECOM, LLC, the issuer of this tariff, a competitive local exchange carrier.

Customer: The person, firm or corporation who orders services and is responsible for the payment of charges and compliance with the Company's regulations.

End User: Any person, firm, partnership, corporation or other entity including but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which subscribes to or otherwise uses local

exchange services, interexchange services, Commercial Mobile Radio Service or other wireless services, VoIP services, or other services provided by a local exchange carrier, common carrier, Wireless Provider, VoIP Provider, or other provider of services that transit the Company's facilities. The End User may be, but need not be, the customer of an Interexchange Carrier and may or may not be a customer of the Company. The Company may, in its discretion, access End User fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

Switched Access Service: Access to the switched network of the Company and/or any other local exchange carrier for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this tariff.

Terminating Access: Access service that allows traffic (e.g., Calls) to be delivered to an NPA-NXXX associated with a Company exchange as such traffic originates from another exchange. Terminating Access traffic may include long distance voice telephone Calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

Knudson Aff. Ex. F. Except for Section 1.1, the FCC tariff is identical to the language NAT has in its tribal tariff. See Ex. E.

While NAT purports to operate under these tariffs, it actually operates in South Dakota without a state certificate of authority. On September 8, 2008, NAT applied to the Commission for a state certificate of authority to provide competitive local exchange service on the Reservation pursuant to ARSD 20:10:32:03 and 20:10:32:15. In NAT's application to the Commission, NAT described its application as "a joint venture with the

Crow Creek Sioux Tribe,” to “provide service only within the exterior boundaries of the Crow Creek Indian Reservation.” Knudson Aff. ¶ 11 and Ex. J at 1, 3. NAT provided “the biographies of the principal owners” of NAT – Reiman and DeJordy. *Id.* at 3, *see also* Ex. D.

While NAT’s application before the Commission was pending, NAT obtained authorization from the Tribal Utility Authority on October 28, 2008, to provide LEC services within the Reservation. Knudson Aff. ¶ 12 and Ex. K. In response, on December 1, 2008, NAT moved to dismiss its application pending before the Commission. The Tribe itself filed comments with the Commission in support of NAT’s motion to dismiss. Nowhere in its comments did the Tribe describe itself as the majority owner of NAT. Rather, it described the Tribe as having “entered into an agreement,” with NAT to develop a telecommunications system on the Reservation. Knudson Aff. ¶ 13 and Ex. L. The Commission granted NAT’s motion as a matter of right, without addressing the merits, on February 5, 2009. *See* Knudson Aff. ¶ 14 and Ex. M. As a result, NAT is operating within the State of South Dakota, purportedly as a local exchange carrier with a tariff that professes to apply to all services “into, out of and within the State of South Dakota.” Knudson Aff. Ex. F. NAT does so *without* a certificate of authority from the Commission.

E. NAT bills Sprint for switched access charges based on traffic pumping

NAT has devised a scheme to inflate call volumes artificially to phone numbers assigned to NAT’s local calling area, in order to bill Sprint for what NAT wrongly characterizes as tariffed “terminating access” service. But under this scheme, Sprint is

not connecting a call with a called party on the Reservation that is a customer of NAT. Sprint only connects the calls NAT bills Sprint to South Dakota Network, LLC. Moreover, NAT's scheme with its Call Connection Company partners involves advertising "conference call," or similar services that allow callers who do not reside on the Reservation to talk to one another. *See* Clouser Aff. ¶¶ 11-15.

In his affidavit, DeJordy proclaims "NAT's services take place exclusively within the exterior boundaries of the Reservation." DeJordy Aff. ¶ 4. This misleading statement is very carefully worded, for the word "services" is not a defined term in NAT's tariffs. NAT may have a telephone switch in Fort Thompson, within Reservation boundaries, but the conference calling traffic South Dakota Network LLC delivers to that switch *absolutely* does not stay on the Reservation.

Sprint has determined that virtually all of the calls NAT has or wants to bill Sprint for are routed to a telephone switch located in Los Angeles, California. Clouser Aff. ¶¶ 10, 19-21. The calls at issue in this dispute are delivered to conference bridge equipment which are typically co-located at or near the switch. *Id.* at ¶ 21. Whether the equipment is located in California or elsewhere, it is certainly not located at an end user's premises on the Reservation, and few, if any, of the parties so communicating reside on the Reservation. Clouser Aff. ¶¶ 15-21. In this case, 99.98% of the traffic for which NAT is seeking compensation was to these conference bridge services. *Id.* at ¶ 15.

In December 2009, Sprint received its first bill from NAT, which used a Texas billing firm called CABS Agent (with whom Sprint is familiar) to prepare and send the bill. A preliminary review of the bill revealed that the charges seemed legitimate, and

thus a check was made payable to CABS Agent and sent to its Texas address in the ordinary course of business. This occurred the next month as well. When Sprint received a third bill totaling more than \$75,000, however, Sprint investigated NAT's activities and identified its use of traffic pumping. Sprint has requested return of its funds from NAT, which has refused. Clouser Aff. ¶ 8

F. **Sprint does not do business with NAT on the Reservation**

Sprint has investigated the factual basis by which NAT claims a right to bill Sprint for switched access services allegedly on the Reservation. NAT's DeJordy claims Sprint provides interexchange services *on* the Reservation. DeJordy Aff. ¶ 15. That is simply not the case. Sprint has *no* physical property on the Reservation, so it cannot be doing business on that basis with NAT. Clouser Aff. ¶ 16. In fact, Sprint does *not* have any facilities on the Reservation, and does *not* interconnect with any NAT equipment on the Reservation. *Id.* ¶¶ 16-20. *All* of Sprint's long distance calls into South Dakota that are at issue here interconnect with South Dakota Network, LLC, a wholly independent entity unrelated to Sprint, which maintains a tandem telephone switch in Sioux Falls. *Id.* It is South Dakota Network, LLC and its equipment that actually interconnect with NAT. *Id.* Sprint simply does not connect any of its long distance calls with NAT. Likewise, if NAT actually has local phone service on the Reservation, Sprint has nothing to do with that service, and any long distance calls from those customers (if they actually exist) would travel over the facilities of South Dakota Network, LLC before reaching Sprint's facilities. *Id.* ¶ 22.

Sprint's investigation also revealed that after South Dakota Network routes a call to NAT's equipment, ostensibly located in Fort Thompson on the Reservation, those calls are then sent to a telephone switch located in Los Angeles, California. Clouser Aff. ¶ 21. This switch is operated by Widevoice Communications, a company Sprint has seen before in traffic pumping cases.⁷ *Id.*

G. NAT improperly involves the Tribal Utility Authority and the Tribal Court

On March 26, 2010, NAT contacted the Tribal Utility Authority about Sprint's position that traffic pumping is not a legitimate access service. This communication took place without Sprint's knowledge. On March 29, 2010, the Tribal Utility Authority issued an *ex parte* order stating that Sprint was required to pay the access charges, based on the tariff on file with the FCC and the Tribal Utility Authority:

[T]his Utility Authority finds Sprint's non-payment of Native American Telecom-Crow Creek's access tariff charges to be in violation of the laws of the Crow Creek Sioux tribe. This finding applies to both the *intrastate* access services subject to the tariff in effect at this Utility Authority and the *interstate* access services subject to the tariff in effect at the FCC.

Tribal Utility Authority Order, at 4 (Mar. 29, 2010) (emphasis added). Knudson Aff. ¶ 15 and Ex. N.

The Tribal Utility Authority's Order is premised on Sprint's alleged nonpayment of what are claimed to be terminating access charges that CABS Agent billed Sprint purportedly pursuant to NAT's FCC and tribal tariffs. But in its Order, the Tribal Utility

⁷ If, as NAT now claims, Widevoice Communications is a part owner of NAT, that fact only makes the traffic pumping scheme more obvious and NAT's connection to legitimate reservation services even more attenuated. See Clouser Aff. ¶¶ 19-22.

Authority identified the complainant as "Native American Telecom-Crow Creek"; the entity, however, to whom the Tribal Utility Authority granted telecommunications authority on the Reservation is Native American Telecom, LLC. *Compare* Knudson Aff. Ex. K *with* Ex. N. Thus, even though NAT has billed Sprint and sued it in Tribal Court, there may be as yet another entity purportedly offering on-Reservation telecommunication services.

In response, Sprint initiated an action against NAT before the Commission to stop NAT's scheme with respect to intra-state traffic. NAT refuses to acknowledge the Commission's jurisdiction over NAT, even though at one time NAT had a tariff on file with the Commission. As it has in the past, the Tribal Utility Authority has also filed a brief in support of NAT before the Commission.⁸

On July 12, 2010, NAT sued Sprint in Tribal Court. Knudson Aff. ¶ 16 and Ex. D. As the facts underlying this case did not take place on the Reservation, involve a federal tariff the Tribal Court cannot enforce, and a nominal tribal tariff that exceeds the tribe's regulatory authority, Sprint moved in Tribal Court by special appearance to dismiss NAT's Complaint. Nevertheless, on August 30, 2010, NAT moved the Tribal Court to establish a scheduling order. Knudson Aff. ¶ 17 and Ex P.

Because the Tribal Court and the Tribal Utility Authority clearly lack jurisdiction over Sprint, Sprint concurrently filed a complaint with the United States District Court for the District of South Dakota to enjoin further proceedings in the Tribal Court.

⁸ The Tribal Utility Authority's arguments as found in its brief in support of NAT are markedly similar to the incorrect and inapplicable legal positions adopted by NAT in this case.

Because NAT is using its Tribal Court action as a vehicle to delay proceeding before the Commission, NAT's motions to stay and to dismiss should be denied.

SUMMARY OF ARGUMENT

NAT hinges its argument for a stay on federal court decisions involving the doctrine of exhaustion of tribal remedies. This rule is a rule of federal common law based on concepts of comity and, where appropriate, a deference to tribal self-government. That federal rule is not binding on state courts or state agencies. Instead, the Commission has been granted broad and sweeping authority to regulate telecommunications within the state. See SDCL § 49-31-3.

In spite of this clear and extensive authority, NAT alleges that the Commission should not act in this case because it is operating solely within the Reservation. An analysis of NAT's tariffs and the facts of this case, however, demonstrate that NAT's activities reach beyond the Reservation and impact South Dakota and other states. Additionally, the Reservation itself is the home of non-tribal members in whose interest the Commission can act to protect.

Just as the tribal exhaustion rule does not impact the Commission's course of action in this case, the rule also fails to halt a federal court. "In some cases not falling within the Tribe's inherent sovereign authority, there is no exhaustion requirement because the tribal court simply lacks authority to adjudicate disputes arising from such conduct." *Christian Children's Fund v. Crow Creek Sioux Tribal Court*, 103 F. Supp. 2d 1161, 1163-64 (D.S.D. 2000). That rule applies with full force as Sprint's activities are completely off the Reservation. This case also does not fall within the tribe's legislative

or adjudication of authority because Congress has expressly provided that claims arising under the Federal Communications Act proceed only in federal district courts or before the FCC (*see* 47 U.S.C. § 207) and for state claims to proceed before the appropriate state regulatory body. *See* 15 U.S.C. § 152 (b).

Assuming, arguendo, that the Commission must address the *Montana* decision, neither of the two exceptions to the general rule that tribes cannot regulate non-members is applicable in this case. Sprint and NAT are not tribal members and no consensual relationship exists that can be adjudicated by the Tribal Court. Moreover, Sprint is not present in any way on the Reservation. This case simply falls far short of activity that “imperil[s] the subsistence of the tribal community” necessary to trigger the second *Montana* exception. *Plains Commerce Bank v. Long Family Land and Cattle Co.*, ___ U.S. ___, 128 S. Ct. 2709, 2726 (2008). Furthermore, South Dakota state law clearly requires that any tribal court action must be premised upon a valid exercise of jurisdiction. SDCL § 1-1-25. All relevant state and federal laws and regulations establish that the Commission should exercise the authority it has over NAT.

ARGUMENT

I. THE DOCTRINE OF EXHAUSTION OF TRIBAL REMEDIES IS AN ISSUE OF FEDERAL LAW NOT BINDING ON STATE TRIBUNALS

In its motion for a stay, NAT cites over and over again to federal court decisions that construe or apply the doctrine of exhaustion of tribal remedies. This rule is a judge-made rule based on concepts of comity and, where appropriate, deference to tribal self-government. *Strate*, 520 U.S. at 453 (“we reiterate that *National Farmers and Iowa*

Mutual enunciate only an exhaustion requirement, a 'prudential rule' ... based on comity")(citation omitted); see also *id.* at 450 (describing the rule as nothing "more than a prudential exhaustion rule"). The cases NAT cites in favor of its exhaustion are irrelevant. Federal courts cannot make the rule binding on state courts or state agencies. Congress has plenary authority over Indian affairs under the Indian Commerce Clause. U.S. Const., art. I, § 8, cl. 3; *Cotton Petroleum v. New Mexico*, 490 U.S. 163, 192 (1989); *Washington v. Confederated Bands and Tribes of Yakima Indian Nation*, 439 U.S. 463, 501 (1979). So far Congress has not enacted a statutory equivalent to this common law doctrine that might apply to states. NAT also cites no federal statute that provides for tribal court jurisdiction over a telecommunications lawsuit. Nor could it, for Congress has explicitly decreed that questions of federal communications law must be decided by a federal court or the FCC. *Infra* at pp. 28-31.

Likewise, NAT has cited no South Dakota decision or that of any other state court, that has declared it bound by the federal doctrine. Nor should the Commission believe that it is bound by the doctrine of tribal exhaustion. The Commission has been granted broad and sweeping authority to regulate telecommunications within the state. See SDCL § 49-31-3. The South Dakota Supreme Court has explicitly held that the Commission has express "authority and jurisdiction over intrastate facilities" and that the Commission's authority is "extensive and crucial to the overall regulatory scheme." *Cheyenne River Sioux Tribe Tel. Auth. v. Public Utils. Comm'n of South Dakota*, 1999 SD 60, ¶ 21, 595 N.W.2d 604, 610 (S.D. 1999). In making this finding, the court expressly rejected any

argument that the Commission's authority impinged upon tribal self-government⁹ (the very principle supporting the tribal exhaustion rule). *Id.* Thus, not only is the tribal exhaustion rule not binding on the Commission, its authority in this case has been examined and approved.

II. STATE LAW DIRECTS THAT THE COMMISSION HAS JURISDICTION IN THIS CASE

While the FCC and federal courts adjudicate interstate traffic, basic telecommunications law establishes that state public utilities commissions adjudicate intrastate tariffs.¹⁰ The South Dakota Legislature has granted the Commission authority over NAT: "The commission has general supervision and control of all telecommunications companies offering common carrier services within the state to the extent such business is not otherwise regulated by federal law or regulation." SDCL § 49-31-3. The Commission is empowered to require a certificate of authority from every such telecommunications company. *Id.* ("Each telecommunications company that plans to offer or provide interexchange telecommunications service shall file an application for a certificate of authority with the commission pursuant to this section."). The Commission also has jurisdiction over all tariffs affecting the state, *see*

⁹ The Tribal Utility Authority also argues that the tribal exhaustion rule bars the Commission from acting in this case. Tribal Utility Authority Brief at 9-12. It offers no new argument from that of NAT and, for the reasons explained above, its argument is not persuasive.

¹⁰ *See* 47 U.S.C. § 152 (b) ("nothing in this chapter shall be construed to apply or to give the Commission jurisdiction with respect to (1) charges, classifications, practices, services, facilities, or regulations for or in connection with intrastate communication service").

SDCL § 49-1-11, and the management practices of all telecommunications companies.

SDCL § 49-31-7.1¹¹

NAT has clearly violated South Dakota law by offering local exchange service in South Dakota without a certificate of authority issued by the Commission. SDCL §§ 49-31-3; 49-31-69. Similarly, to the extent that NAT's intrastate tariff purports to regulate traffic outside of the Reservation, the Commission undoubtedly has complete authority to rule on the legality of that tariff. *See* SDCL § 49-1-11 (giving the Commission the power to promulgate rules over tariffs for the state).

This broad authority is further enumerated under SDCL § 49-31-7.1, entitled "Powers and Duties of Commission." Under this provision, the Commission may:

inquire into the management of the business of all telecommunications companies subject to the provisions of this chapter, and the commission shall keep informed as to the manner and method in which the same is conducted, and may obtain from such telecommunications companies full and complete information necessary to enable it to perform the duties and carry out the objects for which it was created.

SDCL § 49-31-7.1(3). Not only does the Commission have the authority to regulate NAT, but it also has the authority to inquire into NAT's management practices.

The South Dakota Supreme Court has recognized the Commission's primacy over telecommunications in the state:

¹¹ Despite this clear authority, the Tribal Utility Authority argues that the Commission has been federally preempted. Tribal Utility Authority Brief at 4-9. In making such an argument the Tribal Utility Authority ignores the entire telecommunication regulatory structure as established by Congress and carried out by the FCC and state utility authorities. In any event, the Commission can determine the scope of its jurisdiction over NAT.

The regulatory scheme of telecommunications services specifically grants [the Commission] authority and jurisdiction over intrastate facilities. See 47 U.S.C. § 152(b). The authority of [the Commission] is extensive and crucial to the overall regulatory scheme. See SDCL ch. 49-31. Among other things it has "general supervision and control of all telecommunications companies offering common carrier services within the state to the extent such business is not otherwise regulated by federal law or regulation." SDCL § 49-31-3.

Cheyenne River, 1999 SD 60, ¶ 21, 595 N.W.2d at 609. Through its regulation, the Commission protects public welfare. "Public service commissions are generally empowered to, and are created with the intention that they should regulate public utilities insofar as the powers and operations of such utilities affect the public interest and welfare." *In re Establishment of Switched Access for US West Commc'ns, Inc.*, 2000 SD 140 ¶ 21, 618 N.W.2d 847, 852 (S.D. 2000) (quoting *Northwestern Bell Tel. Co. v. Chicago & N.W. Transp. Co.*, 245 N.W.2d 639, 642 (S.D. 1976)).

Despite this clear authority, NAT argues that the Commission lacks authority to adjudicate this matter, or should stay any action until the Tribal Court has ruled, because NAT provides service on the Reservation. The FCC has recognized the primacy of the Commission to protect non-tribal members living on the Reservation. *In re Western Wireless Corp. Pet. for Designation as an Eligible Telecommc'ns Carrier for the Pine Ridge Reservation in South Dakota*, [Western Wireless], FCC 01-284, 16 F.C.C. Rcd. 18145 (2001) determined that the telecommunications regulatory scheme gives the FCC jurisdiction to determine ETC¹² status over tribal members on the reservation.

¹² The term "ETC" stands for eligible telecommunications carrier, as defined under 47 U.S.C. §§ 254(e), 214(e). By meeting certain specific criteria and receiving designation

Conversely, the FCC also determined that the Commission possessed authority to determine ETC status with respect to non-tribal members on the reservation. *Id.* at ¶ 23.

On its face, NAT's tribal tariff applies to traffic off the Reservation and with non-members. Ex. F. It declares, first, that it applies to NAT's services "into, out of and within the State of South Dakota." *Id.* Nothing in the tribal tariff restricts it to End Users who are members of the Tribe on the Reservation.¹³ Under the tribal tariff definition, an End User can be anyone anywhere within the national public switched telephone network. *Id.* The WiMax technology is radio-based, *see* DeJordy Aff. at ¶ 13; those signals certainly will not stop at the Reservation boundaries. Indeed Sprint's traffic analysis shows 99.98% of the traffic going to NAT is to conference bridge equipment likely located in California. Clouser Aff. at ¶ 15. Plainly, the Commission has jurisdiction to determine that within the State of South Dakota NAT must have a certificate of authority in order to operate lawfully.

Cheyenne River also establishes that the Commission can exercise jurisdiction even on the Reservation to protect non-members living there. 1999 SD 60, ¶ 29, 595 N.W.2d at 611. Census data show a significant percentage of residents on the Reservation – about 13% – are not of American Indian descent. *See* Knudson Aff. Ex. Q. The most recent census data available demonstrates that of the 2,225 residents of the

from the appropriate regulatory body, an ETC is eligible to receive Federal universal service support.

¹³ The Tribal Utility Authority ignores this clear language of the tariff and any tariff or traffic analysis by arguing that NAT provides service only on the Reservation. Tribal Utility Authority Brief at 3. In addition to the facts belying such a contention, the FCC has established in *Western Wireless* that the Commission plays a role in regulating non-tribal members living on the Reservation.

Reservation, only 1,936 are classified as being of American Indian descent. *Id.* This figure demonstrates that a significant portion of the population within the Reservation boundaries are not tribal members. In *Cheyenne River*, a case NAT never cites, the South Dakota Supreme Court upheld the Commission authority to regulate telecommunications services to non-members on that reservation (1999 SD 60, ¶ 29, 595 N.W.2d at 611), as did the FCC in *Western Wireless*. 16 F.C.C. Rcd. 18145, ¶ 24.¹⁴

The real issue for the Commission is whether it can regulate NAT's intrastate services as a communications service that can be tariffed, or whether the WiMax service is an information service subject only to federal law. The Commission has jurisdiction to make that call, as does the FCC or a federal court. But the Crow Creek Tribal Court does not.

III. EVEN UNDER THE FEDERAL EXHAUSTION DOCTRINE, NO EXHAUSTION WOULD BE REQUIRED

In *Strate*, the Supreme Court articulated very significant restrictions to the tribal exhaustion of remedies doctrine:

When, as in this case, it is plain that no federal grant provides for tribal governance of nonmembers' conduct on land covered by *Montana's* main

¹⁴ The Reservation was covered by the General Allotment Act, or Dawes Act, of Feb. 8, 1889, 25 Stat. 888, which allowed individual *tribal* members and other non-members eventually to obtain fee title to quarter-section allotments. A substantial part of the Reservation has consequently become fee land, and much of that fee land is owned by non-Indians. See Knudson Aff. ¶¶ 20-21 and Ex. S (60 percent of Reservation land in Buffalo County is fee land) and Ex T (over 40 percent of Reservation land in Hughes County is taxable, i.e., fee land). Both these facts circumscribe the Tribe's regulatory jurisdiction, and correspondingly, the Tribal Court's adjudicatory jurisdiction. *Oliphant v. Suquamish Indian Tribe*, 435 U.S. 191, 193, n.1 (1978); *Montana v. United States*, 450 U.S. 544, 599-560, n.9 (1981). Thus, the Tribe has surrendered it any gatekeeping right." *Strate*, 520 U.S. at 456.

rule, it will be equally evident that tribal courts lack adjudicatory authority over disputes arising from such conduct. As in criminal proceedings, state or federal courts will be the only forums competent to adjudicate those disputes. Therefore, when tribal-court jurisdiction over an action such as this one is challenged in federal court, the otherwise applicable exhaustion requirement, see *supra*, at 1410-1411, must give way, for it would serve no purpose other than delay.

Strate, 520 U.S. at 459 n.14 (citations omitted). NAT attempts to avoid these limitations by merely denying its applicability, claiming that “an exhaustive jurisdiction analysis at this juncture would be premature.” NAT Brief in Support of Stay at 17. NAT argues that the Tribal Court should get to weigh in first on its jurisdiction, but the Supreme Court said in *Strate* that when the tribal court’s lack of jurisdiction is clear, exhaustion does *not* apply. 520 U.S. at 459 n.14. That is the case here. And, the jurisdictional analysis is straightforward and clear.¹⁵

The question of exhaustion of tribal remedies can be promptly resolved in this case. First, Sprint is not exchanging traffic directly with NAT on the Reservation, or anywhere else. *Supra* at 14-15. The lack of a presence on the Reservation is critical. The Eighth Circuit Court of Appeals stated in *Hornell Brewing*:

Neither *Montana* nor its progeny purports to allow Indian tribes to exercise civil jurisdiction over activities or conduct of non-Indians occurring *outside their reservations* 133 F.3d at 1091(emphasis in original).

¹⁵ NAT’s analysis of the exhaustion requirement hangs on its assertion the exhaustion rule as announced in *National Farmers Union Ins. Co. v. Crow Tribe*, 471 U.S. 845 (1985) and *Iowa Mutual Ins. Co. v. LaPlante*, 480 U.S. 9 (1987), applies. NAT cites to the American Indian Law Deskbook as authority (Brief on Motion to Dismiss at 7), but that treatise states that *Strate* articulated a “abroad exclusion from the *National Farmers Union* exhaustion requirement.” Conference of Western Attorneys General, American Indian Law Deskbook, at 231 (4th ed. 2008). This treatise added “the fundamental thrust of *Strate* was reaffirmed four years later in *Nevada v. Hicks*, 533 U.S. 852 (2001).” *Id.*

...because the conduct and activities at issue here did not occur on the Rosebud Sioux Reservation, we do not believe *Montana's* discussion of activities of non-Indians on fee land within a reservation is relevant to the facts of this case. More importantly, the parties fail to cite a case in which the adjudicatory power of the tribal court vested over activity occurring outside the confines of a reservation *Id.*

...we think it plain that the Breweries' conduct outside the Rosebud Sioux Reservation does not fall within the Tribe's inherent sovereign authority *Id.* at 1093.

...the Rosebud Sioux Tribal Court lacks adjudicatory authority over the dispute arising from the Breweries' use of the Crazy Horse name in the manufacturing, sale and distribution of Crazy Horse Malt Liquor outside the Rosebud Sioux Reservation.

Hornell Brewing Co. v. Rosebud Sioux Tribal Court, 133 F. 3d 1087, 1093-94 (8th Cir. 1998); *see also Christian Children's Fund*, 103 F. Supp. 2d at 1166 (no tribal court jurisdiction because activity was off-reservation).

Hornell establishes that the Tribal Court lacks jurisdiction over NAT's claims because the Sprint calls at issue interconnect to South Dakota Network LLC on its switch in Sioux Falls, *not* to NAT. Clouser Aff. ¶ 18. Moreover, analysis of the actual traffic pumping scheme NAT has devised shows that – contrary to what NAT's principal DeJordy professes – virtually all calls to NAT's exchange do not terminate to an End User premises on the Reservation. *Id.* ¶¶ 18-21. Instead, the telephone switch where the calls were routed is physically located in Los Angeles, where calls were directed to conference bridge equipment likely co-located there, rather than terminating to an End User located on the Reservation. *Id.* ¶ 21.

Second, exhaustion is not required because Congress has divested the Tribal Court of any jurisdiction over NAT's claims against Sprint. In *Nevada v. Hicks*, 533 U.S. 353 (2001), the Supreme Court discussed the role of federal statutes in this process:

It is true that some statutes proclaim tribal-court jurisdiction over certain questions of federal law. ... But no provision in federal law provides for tribal-court jurisdiction over § 1983 actions.

Id. at 367. The same is true in this case, as the Federal Communications Act does not provide for tribal court jurisdiction. See 47 U.S.C. § 207, (discussed *infra* at p. 28). Without any statutory authority for tribal court adjudication of NAT's claims, exhaustion of tribal court remedies would serve no purpose other than delay and, thus, is not required in this case. See *Strate*, 520 U.S. at 459 n.14; *Hicks*, 533 U.S. at 369. The timing of NAT's Tribal Court complaint – coming months after Sprint started its Commission action – shows how NAT filed the Tribal Court action in an effort to keep this controversy away from state or federal review.¹⁶ See Knudson Aff. Ex. O.

NAT's tribal law suit clearly does not fall within the Tribal Court's jurisdiction because NAT's claims are pre-empted by federal law. NAT seeks damages in Tribal Court under sections 201, 203, and 206 of the Federal Communications Act, 47 U.S.C. §§ 201, 203, 206. See Tribal Court Complaint ¶¶ 34-54 (Knudson Aff. ¶ 16 and Ex. O). Yet section 207 of the Act, which gives NAT a cause of action to pursue such remedies, expressly requires that those claims be pursued only in federal court or before the FCC:

¹⁶ The Tribal Utility Authority, by arguing that the Commission lacks any jurisdiction to hear this case on the basis of federal preemption (Brief at 6), appears to be advocating for a similar result.

Any person claiming to be damaged by any common carrier subject to the provisions of this chapter may either make complaint to [the FCC]...or may bring suit for the recovery of the damages for which such common carrier may be liable under the provisions of this chapter, in any district court of the United States of competent jurisdiction; but such person shall not have the right to pursue both such remedies.

47 U.S.C. § 207 (emphasis added). “By its express language, [the FCA] established concurrent jurisdiction in the FCC and federal district courts only, leaving no room for adjudication in any other forum – be it state, tribal or otherwise.” *Alltel Commc’ns v. Oglala Sioux Tribe*, No. Civ.10-5011, 2010 WL 1999315, at *12 (D.S.D. May 18, 2010) (quoting *AT&T Corp. v. Coeur D’Alene Tribe*, 295 F.3d 899, 905 (9th Cir. 2002)).

As revealed by the DeJordy affidavit, the technology NAT proposes to use presents a serious federal law question whether there is exclusive federal authority over the technology and whether NAT can even employ an access tariff. The WiMax technology NAT is using is a form of wireless technology. DeJordy Aff. ¶ 13. NAT describes it as licensed, and indeed, NAT has obtained a radio-spectrum license from the FCC. Knudson Aff. at ¶ 19 and Ex. R. Radio-based service can readily extend off the Reservation, something NAT represented to the Commission that it would not do when it applied for authority to operate within South Dakota.¹⁷ Knudson Aff. Ex. J at 1, 3.

Congress has determined that the regulatory regime depends on whether the service is telecommunications or information services. The former is:

the transmission, between or among points specified by the user, of information of the user’s choosing, *without change in the form of content of the information as sent and received.*

¹⁷ This fact, again, is contrary to that alleged by the Tribal Utility Authority in its efforts to divest the Commission of jurisdiction in this case.

47 U.S.C. § 153(43) (emphasis added). Alternatively, the provision of information service means:

the offering of a capacity for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any capability of the management, control, or operation of a telecommunications system or the management of a telecommunications service.

47 U.S.C. § 153(20). Services that involve a change in protocol are information services.

Nat'l Cable & Telecomms. Ass'n v. Brand X Internet Servs., 545 U.S. 967, 977 (2005).

NAT claims it is providing “wireless IP (Internet Protocol) voice and data services.” DeJordy Aff. ¶ 13. In the event this service were deemed CMRS (Commercial Mobile Radio Service), NAT could not lawfully use a tariff to bill Sprint – it would have to negotiate with Sprint for a contractual right to do so. *See In re Pet. 's of Sprint PCS and AT&T Corp. for Declaratory Ruling Regarding CMRS Access Charges*, 17 F.C.C. Rcd. 13192 (2002); *see In re Implementation of Sections 3(N) and 332 of the Communications Act Regulatory Treatment of Mobile Servs.*, 9 F.C.C. Rcd. 1411, ¶ 178 (1994) (To avoid the introduction of these anticompetitive practices, to protect consumers and the public interest, and because continued voluntary filing of tariffs is an unreasonable practice for commercial mobile radio services under Section 201(b) of the Act, we will not accept the tariff filings of CMRS providers.). If NAT's service were deemed a version of VoIP service (Voice over Internet Protocol), which DeJordy's affidavit suggest in the case, as a matter of federal law NAT could not assess access charges to such traffic. *PAETEC Commc'ns, Inc. v. CommPartners LLC*, Civ. No. 08-

0397, 2010 WL 1767193, at *2 (D.D.C. Feb. 18, 2010) (“Information services are not subject to the access charges regime.”); *Southwestern Bell Tel., L.P. v. Missouri Pub. Serv. Comm’n*, 461 F. Supp. 2d 1055, 1081-82 (E.D. Mo. 2006) (federal access charges are inapplicable to an “information service” like IP-originated traffic); *Vonage Holdings Corp. v. Minn. Pub. Utils. Comm’n*, 290 F. Supp. 2d 993, 1001 (D. Minn. 2003) (VoIP traffic subject to regulation as an information service not as a telecommunications service). Indeed, if NAT’s service is deemed information service of any type, Congress has ruled that it would not be subject to access tariff pricing. In short, what NAT appears to be providing may be something that under section 207, only federal courts or the FCC can address.

The same section 207 analysis holds for any of NAT’s claims premised on Sprint’s alleged violation of NAT’s tribal tariff. On its face, the tribal tariff purports to regulate long distance calls in a manner very similar to NAT’s FCC tariff. Compare Ex. F with Ex. E. But the Tribal Utility Authority can only regulate, if at all, a tribal tariff by which NAT provides only local exchange services within Reservation boundaries to tribal members. Given the technology NAT is apparently using, only a federal court or the FCC under section 207, or the Commission, under its plenary authority over intrastate telecommunications services, can sort out who regulates NAT. The Tribal Utility Authority or the Tribal Court cannot.

It is obvious that NAT has tried to manufacture Tribal Court jurisdiction and filed its complaint in Tribal Court in order to use the tribal exhaustion doctrine to delay the Commission proceedings. NAT was formed in 2008 by two non-Indians who remain

personally liable for NAT's debts. Knudson Aff. Ex. A. One of those, Thomas Reiman, is NAT's president and registered agent with an office in Sioux Falls, not on the Reservation. Knudson Aff. Exs. A and D. NAT offers no record support that now, in 2010, the Tribe owns 51% of NAT or how the Tribe actually funded that investment. Indeed, NAT Enterprise, one of the purported owners of NAT, discloses that in 2010 it, too, was owned by the founders of NAT. Knudson Aff. Exs. G and H. NAT and NAT Enterprise have the same president and registered agent. *Compare* Knudson Aff. Exs. A and D *with* Exs. G and H. Where the creators of NAT are non-Indian entrepreneurs, they cannot claim tribal identity for NAT by allegedly offering the Tribe a 51% share of NAT. Because only non-Indians remain liable for NAT's debts, it cannot be deemed a tribal entity.

As there is no room for tribal court adjudication of NAT's claims in Tribal Court, exhaustion of those remedies would serve no purpose other than delay and thus is not required in this case. *Strate*, 520 U.S. at 459 n.14. Because the lack of tribal authority is clear, there is no need for Sprint to exhaust the jurisdictional issue in Tribal Court. *See Hicks*, 533 U.S. at 374.

IV. THE COMMISSION IS NOT REQUIRED TO DISMISS UNDER MONTANA

NAT starts its argument for dismissal with a lesson in Indian law, starting with *Worcester v. State of Georgia*, 31 U.S. 515 (1832). NAT Brief in Support of Dismissal at 6-7. NAT then argues that the Commission's regulatory jurisdiction is inapplicable in the absence of congressional authorization, essentially because the Tribe has the right of self-

government, including the right to develop a telecommunications regulatory scheme. *Id.* at 8-9. But that assertion, even if correct, only establishes that the Tribe may regulate NAT's services to Tribal members *solely* within the exterior boundaries of the Reservation. But NAT's activities are not so limited, and the Commission is endowed under both federal and state law to regulate NAT's provisions of telecommunications services outside Reservation boundaries and to non-members within those boundaries.

NAT goes on to argue that dismissal is required under *Montana v. United States*, 450 U.S. 544 (1981), because the Commission's regulatory authority, if exercised over NAT, would somehow imperil the sovereignty of the Tribe. NAT Brief in Support of Dismissal at 10-11. But as the Tribal Court lacks jurisdiction over the subject matter of this case, it also lacks jurisdiction over Sprint. In *Montana*, the Supreme Court established that a tribe's powers do *not* extend to the activities of nonmembers of the tribe, except in two limited circumstances. The FCC applied this same test in *Western Wireless*. The test under which tribal court jurisdiction over non-members is appropriate is as follows:

- (1) "a tribe may regulate, through taxation, licensing, or other means, the activities of nonmembers who enter into consensual relationships with the tribe or its members, through commercial dealing, contracts, leases, or other arrangements"; and
- (2) "a tribe may also retain inherent power to exercise civil authority over the conduct of non-Indians on fee lands within its reservation when the conduct threatens or has some direct effect on the political integrity, the economic security, or the health or welfare of the tribe."

450 U.S. at 565-66. In *Hicks*, the Court made clear that *Montana's* main rule applied to trust land, as well as fee land. "Today, the Court finally resolves that *Montana v. United*

States, 450 U.S. 544 (1981), governs a tribe's civil jurisdiction over non-members regardless of land ownership." *Hicks*, 533 U.S. at 387 (O'Connor, J. concurring).

As subsequent Supreme Court cases have demonstrated, the *Montana* exceptions are to be *narrowly* construed, and NAT bears the burden of demonstrating jurisdiction. *Atkinson Trading Co. v. Shirley*, 532 U.S. 645, 659 (2001) (tax on non-member on fee land presumptively invalid); see *Progressive Specialty Ins. Co. v. Burnette*, 489 F. Supp. 2d 955, 958 (D.S.D. 2007) ("tribal jurisdiction over non-members is 'presumptively invalid'") (quoting *Atkinson*, 532 U.S. at 659).

A. Neither NAT nor Sprint is a tribal member

Under the first *Montana* exception, tribal court jurisdiction may only be exercised where a non-tribal member enters into a consensual relationship with a tribe or a tribal member. 450 U.S. at 565. In this case, however, NAT is a limited-liability company, organized under the laws of the State of South Dakota. Knudson Aff. Exs. A and D. This South Dakota company was founded by two individuals who do not reside on the Reservation. *Id.* In documents filed with the South Dakota Secretary of State, NAT's principal executive office is located in Sioux Falls. *Id.* Defendant Sprint is obviously not a tribal member, being a limited partnership with its principal place of business in Overland Park, Kansas. Clouser Aff. ¶ 2.

The recent unsubstantiated claim that NAT is now 51 percent owned by the tribe and in part by a closely related entity, NAT Enterprises, does not confer tribal court jurisdiction over Sprint. In *Plains Commerce Bank*, the Court held the tribal court lacked the power to hear a claim of discrimination asserted by two tribal members against a non-

tribal bank which had foreclosed on their land within the reservation and sold that land over their protest to a non-Indian. 128 S. Ct. at 2720. Likewise, here, it matters not whether NAT's non-tribal organizers have engaged in some type of shell game to create the appearance of NAT being a tribal entity. *Plains Commerce Bank* precludes the Tribal Court here of *any* adjudicatory power over Sprint.

B. No consensual relationship exists that would support jurisdiction

In addition to NAT's tribal lawsuit not involving a tribal member, no consensual relationship has been established that would support tribal jurisdiction or regulation under *Montana* and its progeny. Sprint has not consented to Tribal Court jurisdiction. Clouser Aff. ¶ 2. Nor does its status as a telecommunications provider confer Tribal Court jurisdiction. Providing telecommunications services on a reservation "as a matter of law" does *not* create a "consensual relationship with the tribe or its members." *Reservation Tel. Coop. v. Henry*, 278 F. Supp. 2d 1015, 1023 (D.N.D. 2003) (tribe had no authority to tax utility's property within reservation). Because "[a]n individual has no organic, economic or political right to service by a particular utility merely because he deems it advantageous to himself, . . . it is inaccurate to view a request for service by a potential electric customer from an electric supplier as forming a 'consensual relationship' similar to that which occurs in other commercial contexts." *In re Application of Otter Tail Power Co.*, 451 N.W. 95, 105 (N.D. 1990) (internal quotations omitted). Instead, the provision of telecommunications services is regulated by the FCC or the Commission. See 47 U.S.C. § 151 *et seq.*; *Cheyenne River*, 1999 SD 60, ¶ 30, 595 N.W.2d at 611

(holding that the Commission had authority over the sale of a telephone exchange located on a reservation).

In addition to requiring a consensual relationship, the Supreme Court has also held that the proposed regulation must bear a nexus to any such relationship. “*Montana* limits tribal jurisdiction under the first exception to the regulation of the activities of nonmembers.” *Plains Commerce Bank*, 128 S.Ct. at 2721; see *Atkinson*, 532 U.S. at 656. “Even then, the regulation must stem from the tribe’s inherent sovereign authority to set conditions on entry, preserve tribal self-government, or control internal relations.” *Plains Commerce Bank*, 128 S.Ct. at 2724. In this case, Sprint’s alleged activities, *i.e.*, nonpayment of access charges, do not bear a sufficient nexus to justify regulation because no consensual relationship exists to be regulated for doing business with a South Dakota limited liability company, owned or operated by non-members of the Crow Creek Sioux Tribe.¹⁸

C. No conduct supports an exercise of inherent jurisdiction

The Commission must reject NAT’s argument that the second *Montana* exception requires dismissal, in order to protect “the political integrity, political security, health and welfare of the Tribe.” NAT Brief in Support of Dismissal at 10. The second *Montana* exception recognizes that tribes also may retain inherent jurisdiction over “the conduct of non-Indians on fee lands within its reservation when the conduct threatens or has some

¹⁸ Nor would it matter even if the tribe in fact owns part of NAT. As noted, *supra* at 33-34, in *Plains Commerce Bank*, the borrower was a South Dakota LLC owned by members of the Cheyenne River Sioux Tribe. The fact the bank in that case chose to do business with tribal members involving fee land on a reservation did not confer adjudicatory jurisdiction over the bank. 128 S. Ct. at 2720.

direct effect on the political integrity, the economic security, or the health or welfare of the tribe.” *Montana*, 450 U.S. at 566. This second *Montana* exception is also narrowly applied. As the Supreme Court observed in *Atkinson*:

[*M*]ontana’s second exception can be misperceived. The exception is only triggered by *non-member conduct* that threatens the Indian tribe; it does not broadly permit the exercise of civil authority wherever it might be considered ‘necessary’ to self-government. Thus, unless the drain of the non-member’s conduct upon tribal services and resources is so severe that it actually ‘imperils’ the political integrity of the Indian tribe, there can be no assertion of civil authority beyond tribal lands.

532 U.S. at 657 n.12 (emphasis in original). The tribe’s inherent jurisdiction is not triggered in this case because Sprint’s allegedly wrongful conduct has not occurred on non-fee lands within the reservation, nor has it directly affected the political integrity, economic security, health, or welfare of the tribe.

NAT alleges in tribal court that Sprint improperly failed to pay NAT’s invoices.¹⁹ See Knudson Aff. Ex. O. Sprint’s decision not to pay the invoices, however, did not take place on the Reservation; instead it took place in the state of Kansas, the location of Sprint’s headquarters. Nor did NAT receive payment on the Reservation; payment went to an unrelated billing agent in Texas. Similarly, the calls were sent to a telephone switch outside the Reservation and delivered to conference bridge equipment rather than end user premises on the Reservation. Clouser Aff. ¶ 10.

¹⁹ The Tribal Utility Authority also alleges that Sprint’s initial payment of these improper invoices establishes a consensual relationship. This argument, however, fails for as demonstrated by the Clouser Affidavit, payment was remitted to the third-party billing agent. Clouser Aff. ¶ 10. Similarly, once the true nature of the billing charges to revealed to be traffic pumping, all such payments ceased and Sprint demanded return of its funds. *Id.* at ¶ 8.

Not only has it not committed any wrongful conduct on the Reservation, but Sprint's conduct does not directly imperil the political integrity, economic security, health or welfare of the tribe. The business NAT attributed to Sprint does not affect tribal members because calls delivered to a Call Connection Company have no direct affect on the tribe. The second *Montana* exception is designed to allow a tribe to do only "what is necessary to protect tribal self-government or to control internal relations." *Strate*, 520 U.S. at 458-59. "The conduct must do more than injure the tribe, it must 'imperil the subsistence' of the tribal community." *Plains Commerce Bank*, 128 S.Ct. at 2726 (quoting *Montana*, 450 U.S. at 566); see Felix S. Cohen, Handbook on Federal Indian Law, § 4.02[3][C], at 232 n.20 (2005) (the "elevated threshold for application of the second *Montana* exception suggests that the tribal power must be necessary to avert catastrophic consequences.").

Both courts and the FCC have rejected NAT's argument that the second *Montana* exception applies. In *Reservation Telecom Coop v. Henry*, the court held:

The Defendants have wholly failed to establish that *Montana's* second exception applies and justifies the imposition of a possessory interest tax. The Cooperative's actions of providing telecommunication services, and the related sales and service of telephone equipment, do not endanger the tribe's political integrity, the economic security, or the health or welfare of the tribe.

278 F. Supp. 2d at 1024; see also *Cheyenne River*, 1999 SD 60, ¶¶ 18-23, 595 N.W.2d at 608-09 (PUC's exercise of authority over tribe's agreement to purchase on-reservation portion of telephone exchange did not infringe on exercise of tribal self-government).

The FCC likewise rejected Western Wireless' assertion that the second *Montana* exception applied to its services on the Pine Ridge Reservation:

We are not persuaded that, in the circumstances of this case, tribal regulation of the relationship between non-members and Western Wireless is so crucial to Indian sovereignty interests that it meets the Supreme Court's exacting standard. Insofar as the State asserts authority to regulate Western Wireless' provision of service to non-tribal members, therefore, we believe it may do so.

Western Wireless, at ¶ 23.

As NAT, and certainly, Sprint is not a tribal member, and no allegedly wrongful conduct has occurred within the Reservation, the Tribal Court cannot assert jurisdiction under *Montana*. See *Hornell Brewing*, 133 F. 3d at 1093 (where complained-of activities are off the reservation, tribal court lacked any adjudicatory authority over non-member).

D. South Dakota state law also recognizes that the Tribal Court is not the proper court for NAT's action

The doctrine of tribal exhaustion remains a federal doctrine governing the relationship between federal courts and tribal courts. Just as the doctrine requires that a tribal court have jurisdiction, South Dakota state law also requires that in order for a tribal court judgment to be valid, the tribal court must have jurisdiction over the case in the first instance – a requirement clearly lacking here.

No order or judgment of a tribal court in the State of South Dakota may be recognized as a matter of comity in the state courts of South Dakota, except under the following terms and conditions:

(1) Before a state court may consider recognizing a tribal court order or judgment the party seeking recognition shall establish by clear and convincing evidence that:

(a) The tribal court had jurisdiction over both the subject matter and the parties;

- (b) The order or judgment was not fraudulently obtained;
- (c) The order or judgment was obtained by a process that assures the requisites of an impartial administration of justice including but not limited to due notice and a hearing;
- (d) The order or judgment complies with the laws, ordinances and regulations of the jurisdiction from which it was obtained; and
- (e) The order or judgment does not contravene the public policy of the State of South Dakota.

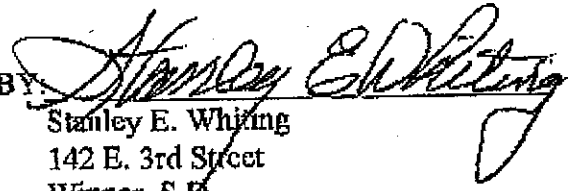
SDCL § 1-1-25. These conditions must be established by clear and convincing evidence. *Red Fox v. Hettich*, 494 N.W.2d 638 (S.D. 1993). If the legislature had intended comity to mean South Dakota courts or agencies must defer to tribal courts, it could have done so expressly in SDCC § 1-1-25. The fact the legislature did not suggests the legislature did not intend for comity to require such deference. The Commission can adjudicate this action.

CONCLUSION

NAT is plainly incorrect that the Tribal Court must first hear this case. By the clear terms of federal and state telecommunications law and by the terms of the doctrine of tribal exhaustion, the Tribal Court has no adjudicatory authority over this case. Instead, the Commission has authority to adjudicate Sprint's Complaint before the Commission.

Dated: September 27, 2010

BY:


Stanley E. Whiting
142 E. 3rd Street
Winner, S.D.
605-842-3373

TOBIN LAW OFFICES
Tom D. Tobin
PO Box 730
422 Main Street
Winner, S.D. 57580
605-842-2500

BRIGGS AND MORGAN, P.A.
Scott G. Krudson
Philip R. Schenkenberg
2200 IDS Center
Minneapolis, Minnesota 55402
(612) 977-8400

Counsel for Sprint Communications
Company, LP

2689048v7

provided by LegalZoom's customer. NAT listed Thomas Reiman as NAT's registered agent, and Reiman and Gene DeJordy as the members of NAT personally responsible for NAT's debts under SDCL § 47-34A-303(c). Reman, DeJordy and NAT all listed Reiman's Split Rock Circle Sioux Falls residence as their addresses.

3. Exhibit B to my affidavit is NAT's Answer filed in Case No. 10-4110, currently pending in the United States District Court for the District of South Dakota. In paragraph 13, NAT admits that neither Reman nor DeJordy are enrolled members of the Crow Creek Tribe.

4. DeJordy is being sued by Alltel Communications, LLC in United States District Court for the Eastern District of Arkansas, Docket No. 4:10-CV-130 BSM. Alltel is alleging DeJordy has breached his severance agreement with Alltel. The affidavit of service on DeJordy, Exhibit C to my affidavit, disclosed that DeJordy lives in Fairfield, Connecticut.

5. Exhibit D to my affidavit is NAT's annual report filed September 28, 2009 with the Secretary of State. It lists Reiman as its president and registered agent, with the same Sioux Falls address as in Exhibit A.

6. Exhibit E to my affidavit is NAT's tariff it filed with the FCC on September 14, 2009, with an effective date of September 15, 2009.

7. Exhibit F to my affidavit is NAT's tariff it filed with the Tribal Utility Authority on September 1, 2009, ostensibly effective that very day.

8. Exhibit G to my affidavit is the Articles of Organization for Native American Telecom Enterprise, LLC ("NAT Enterprise"). These were filed with the

Secretary of State on May 14, 2009. Reiman is one of the organizers and its registered agent, again at the Split Rock Circle Sioux Falls address as NAT. DeJordy is another organizer, with the same address. Reiman and DeJordy are listed as the members of NAT Enterprise responsible for its debts under SDCL § 47-34A-303(c).

9. Exhibit H to my affidavit is the annual report of NAT Enterprise that was filed with the Secretary of State on June 21, 2010. Reiman is listed as the president and registered agent, again at the Split Rock Circle Sioux Falls address.

10. Exhibit I to my affidavit are the amendments to NAT's FCC tariff that NAT filed with the FCC in a filing dated October 21, 2009, and effective October 22, 2009. In the Amendment you will see symbols in the margin they stand for:

- (C) To signify changed regulation
- (D) To signify discontinued rate or regulation
- (I) To signify increase
- (M) To signify matter relocated without charge
- (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 charge in rate or regulation
- (Z) To signify a correction

11. Attached to my affidavit as Exhibit J is NAT's PUC Application for Certificate of Authority, dated September 8, 2008.

12. Attached to my affidavit as Exhibit K is the Order of the Tribal Utility Authority, dated October 28, 2008.

13. Attached to my affidavit as Exhibit L are the Comments of the Crow Creek Sioux Tribe to PUC, dated December 11, 2008.

14. Attached to my affidavit as Exhibit M is the PUC Order Granting Motion to Dismiss and Closing Docket, dated February 5, 2009.

15. Attached to my affidavit as Exhibit N is the Order, dated March 29, 2009 from the Crow Creek Sioux Tribe Utility Authority.

16. Attached to my affidavit as Exhibit O is NAT's Civil Complaint filed with the Crow Creek Tribal Court on July 7, 2010.

17. Attached to my affidavit as Exhibit P is NAT's Motion for Scheduling Order, dated August 30, 2010.

18. Attached to my affidavit as Exhibit Q is census data found on the U.S. Census Bureau website, <http://factfinder.census.gov>, accessed September 23, 2010.

19. Attached to my affidavit as Exhibit R is NAT's FCC License, granted on December 16, 2008.

20. Attached to my affidavit as Exhibit S is the Director of Equalization of Buffalo County's letter regarding land on Crow Creek Reservation, dated September 24, 2010.

21. Attached to my affidavit as Exhibit T is the Director of Equalization of Hughes County's letter regarding taxable and non-taxable land, dated September 23, 2010.

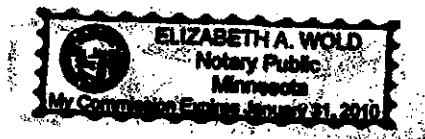
This concludes my affidavit.

By : 
Scott G. Knudson

Subscribed and sworn to before
me this 21st day of September, 2010.

Elizabeth Wold
Notary Public

2724420v4



359 3495 09/03/2008

Receipt Number: 1126539

File Number DL017257



ARTICLES_OF_ORGANIZATION

For

NATIVE AMERICAN TELECOM, LLC

Filed at the request of:

TANIA LEMUS
LEGALZOOM.COM INC
7083 HOLLYWOOD BVD STE 18
LOS ANGELES CA 90028

*State of South Dakota
Office of the Secretary of State*

Filed in the office of the Secretary of State on: Friday, August 29, 2008



Secretary of State

Fee Received: \$125.00

EXHIBIT A

352

359 3496 09/03/2008
DMS 8306 6

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

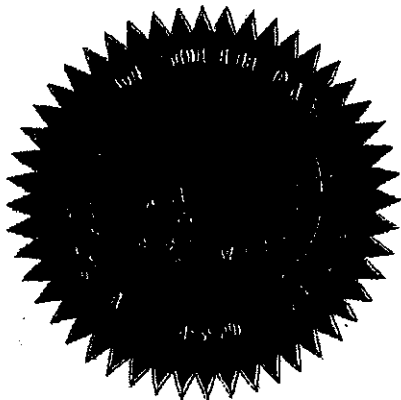
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL017257

I, Chris Nelson, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **NATIVE AMERICAN TELECOM, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this August 29, 2008.



Chris Nelson

Chris Nelson
Secretary of State



353

Cert of Organization LLC Merge

Printed in U.S.A.

359 3497 09/03/2008

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
605-773-4845

**ARTICLES OF ORGANIZATION
OF A
DOMESTIC LIMITED LIABILITY COMPANY**

**RECEIVED
AUG 29 2008
S.D. SEC. OF STATE**

- The name of the Limited Liability Company is: Native American Telecom, LLC
- The duration of the company if other than perpetual is: _____
- The address of the initial designated office is: 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110
Filed this 29th day of Aug. 2008
- The name and street address of the initial agent for service of process is: Thomas J. Reiman
6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110
Chris Nelson
SECRETARY OF STATE
- The name and address of each organizer:
LegalZoom.com, Inc., 7083 Hollywood Blvd., Suite 180, Los Angeles, CA 90028
- If the company is to be a manager-managed company rather than a member-managed company, the name and address of each initial manager is:
- Whether one or more of the members of the company are to be liable for its debts and obligations under SDCL 47-34A-303 (c).
Gene DeJordy, 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110
Thomas J. Reiman, 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110
- Any other provisions not inconsistent with law, which the members elect to set out in the articles of organization.

The Articles of Organization must be signed by the organizers and must state adjacent to the signature the name and capacity of the signer.

Date 8/25/2008

[Handwritten Signature]

(Signature and Title)
LegalZoom.com, Inc., Organizer By: Tania Lemus, Secretary

(Signature and Title)

(Signature and Title)

The Consent of Appointment below must be signed by the registered agent.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, Thomas J. Reiman, hereby give my consent to serve as the
(name of registered agent)
registered agent for Native American Telecom, LLC
(limited liability company name)
Dated 8/26/08 *[Handwritten Signature]* President
(signature)

FILING INSTRUCTIONS:
One or more persons may organize a Limited Liability Company
One original and one exact or conformed copy must be submitted
FILING FEE \$125

domesticarticlesoforganization july 2006
3540217257

**UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
CENTRAL DIVISION**

SPRINT COMMUNICATIONS
COMPANY L.P.,

CIV. NO. 10-4110

Plaintiff,

vs.

THERESA MAULE, in her official
capacity as Judge of Tribal Court,
CROW CREEK SIOUX TRIBAL
COURT, and NATIVE AMERICAN
TELECOM, LLC,

Defendants.

NATIVE AMERICAN TELECOM, LLC's ANSWER

Defendant Native American Telecom, LLC ("Defendant NAT"), by and through the undersigned counsel, answers Plaintiff Sprint Communications Company L.P.'s ("Sprint") Complaint as follows:

INTRODUCTION

1. Defendant NAT admits that it is a South Dakota limited liability company. Defendant NAT admits that Defendant NAT has brought suit against Sprint in Crow Creek Tribal Court. The remaining allegations in this paragraph are Sprint's characterization of its claims to which no response is required. To the extent a response is deemed required, denied.
2. The allegations in this paragraph are Sprint's characterization of its claims to which no response is required. To the extent a response is deemed required, denied.

3. The allegations in this paragraph do not relate to Defendant NAT, and/or are legal conclusions, and therefore, in either case, no response is required, but if a response is deemed required, denied.
4. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
5. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
6. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
7. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
8. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
9. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

10. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
11. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied. Defendant NAT admits that Sprint has initiated an action against Defendant NAT before the South Dakota Public Utilities Commission. Defendant NAT also admits that it has initiated an action against Sprint in Crow Creek Tribal Court seeking damages.

THE PARTIES

12. The allegations in this paragraph do not relate to Defendant NAT and therefore no response is required, but if a response is deemed required, denied. The remaining allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
13. Defendant NAT admits that it is a South Dakota limited liability company. Defendant NAT admits that neither Thomas Reiman nor Gene DeJordy are enrolled members of the Crow Creek Sioux Tribe. The remaining allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
14. The allegations in this paragraph do not relate to Defendant NAT and therefore no response is required.
15. The allegations in this paragraph do not relate to Defendant NAT and therefore no response is required.

JURISDICTION

16. The allegations in this paragraph are legal conclusions to which no response is required.

VENUE

17. The allegations in this paragraph are legal conclusions to which no response is required.

BACKGROUND

18. The allegations in this paragraph do not relate to Defendant NAT, are Sprint's characterizations of its claims, and/or are legal conclusions, and therefore, in either case, no response is required, but if a response is deemed required, denied.

19. The allegations in this paragraph do not relate to Defendant NAT, are Sprint's characterizations of its claims, and/or are legal conclusions, and therefore, in either case, no response is required, but if a response is deemed required, denied.

20. The allegations in this paragraph do not relate to Defendant NAT, are Sprint's characterizations of its claims, and/or are legal conclusions, and therefore, in either case, no response is required, but if a response is deemed required, denied.

21. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied. Defendant NAT admits that it has billed Sprint for legally-imposed services under Defendant NAT's tariffs.

22. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

23. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
24. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
25. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
26. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
27. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
28. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
29. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
30. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed

required, denied. Defendant NAT admits that Sprint has initiated a complaint with the South Dakota Public Utilities Commission.

31. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied. Defendant NAT admits that it has initiated a lawsuit against Sprint in Crow Creek Tribal Court.
32. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
33. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
34. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
35. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
36. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

37. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

COUNT ONE

**Breach of Federal Tariff Obligation and Communications Act
(Defendant NAT)**

38. Defendant NAT incorporates its responses to each of the allegations contained in paragraphs 1 through 37 as if fully set forth herein.

39. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

40. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

41. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

42. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

43. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

44. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
45. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

COUNT TWO

**Unjust Enrichment
(Defendant NAT)**

46. Defendant NAT incorporates its responses to each of the allegations contained in paragraphs 1 through 45 as if fully set forth herein.
47. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
48. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
49. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

COUNT THREE

**Declaratory and Injunctive Relief
(Defendants Crow Creek Sioux Tribal Court and the Honorable Theresa Maule)**

50. Defendant NAT incorporates its responses to each of the allegations contained in paragraphs 1 through 49 as if fully set forth herein.

51. Defendant NAT admits that it has sued Sprint in Crow Creek Tribal Court.
52. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
53. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
54. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
55. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.
56. The allegations in this paragraph are Sprint's characterization of its claims, and/or legal conclusions, and therefore, no response is required, but if a response is deemed required, denied.

PRAYER FOR RELIEF

This clause contains no factual allegations, and therefore requires no answer by Defendant NAT, but if a response is deemed required, Defendant NAT denies that Sprint is entitled to any relief on its claims.

GENERAL DENIAL

All allegations set forth by Sprint not specifically admitted above are denied.

FIRST AFFIRMATIVE DEFENSE

1. This Court lacks subject matter jurisdiction over Sprint's claims.

SECOND AFFIRMATIVE DEFENSE

2. Sprint's claims fail to state a claim for which relief may be granted.

THIRD AFFIRMATIVE DEFENSE

3. Sprint's claims are barred by its own breaches of contract.

FOURTH AFFIRMATIVE DEFENSE

4. Sprint's claims are barred by Federal Communications Commission precedent.

FIFTH AFFIRMATIVE DEFENSE

5. Sprint's claims are barred by the doctrines of waiver, estoppels, and/or acquiescence.

SIXTH AFFIRMATIVE DEFENSE

6. Sprint's claims are barred by the doctrine of unclean hands.

SEVENTH AFFIRMATIVE DEFENSE

7. Sprint's claims are barred by the doctrine of primary jurisdiction.

EIGHTH AFFIRMATIVE DEFENSE

8. Sprint's claims are barred to the extent Sprint failed to mitigate its damages.

NINTH AFFIRMATIVE DEFENSE

9. Sprint's claims are barred by the doctrine of standing.

TENTH AFFIRMATIVE DEFENSE

10. Sprint's claims and requests for damages are barred, in whole or in part, by its election of remedies and its decision to adjudicate certain claims before the South Dakota Public Utilities Commission.

ELEVENTH AFFIRMATIVE DEFENSE

11. The telecommunications industry is of vital importance to the economy of the Crow Creek Sioux Tribe.

- A. On July 7, 2010, Defendant NAT filed a Civil Complaint against Sprint in Crow Creek Tribal Court (Crow Creek Tribal Civ. Case No. 10-07-086).
- B. The Crow Creek Tribal Court has jurisdiction over Defendant NAT's claims against Sprint in the Crow Creek Tribal Court action as a matter of both trial and federal law.
- C. In this Court, the subject matter of Sprint's Complaint is identical to and duplicative of Defendant NAT's pending (and earlier-filed) Crow Creek Tribal Court action.
- D. Pursuant to the "tribal exhaustion doctrine" set forth in *Iowa Mut. Ins. Co. v. LaPlante*, 480 U.S. 9 (1987), and *Nat'l Farmers Union Ins. Co. v. Crow Tribe of Indians*, 471 U.S. 845 (1985), Defendant NAT intends to submit a motion asserting that this federal court action should be stayed until Sprint exhausts all available remedies in the courts of the Crow Creek Sioux Tribe to challenge the jurisdiction of the Crow Creek Tribal Court. Until Sprint exhausts its tribal court remedies, further proceedings in this action would unlawfully interfere with the sovereignty and right to self-government of the Crow Creek Sioux Tribe.
- E. Under the "tribal exhaustion doctrine," if the courts of the Crow Creek Sioux Tribe do not uphold the jurisdiction of the Crow Creek Tribal Court, this Court could proceed to adjudicate the merits of Sprint's claims.
- F. Alternatively, under the "tribal exhaustion doctrine," if the courts of the Crow Creek Sioux Tribe uphold the jurisdiction of the Crow Creek Tribal Court, this Court could not proceed until the courts of the Crow Creek Sioux Tribe

have adjudicated the merits of Defendant NAT's Complaint. In that event, and in the event Sprint in fact exhausts all remedies available in the courts of the Crow Creek Sioux Tribe, this Court could then review the Crow Creek Tribal Court's jurisdictional determination. If this Court were to affirm the finding of jurisdiction as a matter of federal law, the "tribal exhaustion doctrine" would require it to defer to the Crow Creek Tribal Court's determination regarding the merits of Defendant NAT's Complaint. If, on the other hand, this Court were to find that the courts of the Crow Creek Sioux Tribe are without jurisdiction as a matter of federal law, it could then proceed to adjudicate the merits of Sprint's claim.

WHEREFORE, Defendant NAT respectfully requests that this Court:

1. Dismiss Sprint's Complaint and all claims therein with prejudice.
2. Award Defendant NAT its costs, expenses and attorneys' fees.
3. Provide Defendant NAT such further relief as this Court may deem appropriate.

Dated this 6th day of September, 2010.

SWIER LAW FIRM, PROF. LLC

/s/ Scott R. Swier

Scott R. Swier

133 Main Street

P.O. Box 256

Avon, South Dakota 57315

Telephone: (605) 286-3218

Facsimile: (605) 286-3219

www.SwierLaw.com

scott@swierlaw.com

*Attorney for Defendant Native American
Telecom, LLC*

DEMAND FOR JURY TRIAL

Defendant NAT hereby demands a Jury Trial on all matters of fact triable to a jury.

Dated this 6th day of September, 2010.

SWIER LAW FIRM, PROF. LLC

/s/ Scott R. Swier

Scott R. Swier

134 Main Street

P.O. Box 256

Avon, South Dakota 57315

Telephone: (605) 286-3218

Facsimile: (605) 286-3219

www.SwierLaw.com

scott@swierlaw.com

Attorney for Defendant Native American

Telecom, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on *September 6th, 2010*, the foregoing *Native American Telecom, LLC's Answer* was filed and served on all counsel of record via the Court's CM/ECF system.

/s/ Scott R. Swier _____



Demovsky Lawyer Service

Premier Nationwide Document Retrieval
and Process Service Company

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

-----X
ALLTEL COMMUNICATIONS, LLC,

Civil Action No. 4:10 CV 130 BSM

Plaintiff,

-against-

AFFIDAVIT OF SERVICE

EUGENE DeJORDY,

Defendant.

-----X
STATE OF CONNECTICUT)
S.S.:
COUNTY OF HARTFORD)


ERIC RUBIN, being duly sworn, deposes and says that he is over the age of eighteen years, is an agent of the attorney service, DLS, INC., and is not a party of this action.

That on the 27th day of FEBRUARY 2010, at approximately the time of 6:00 PM, deponent served a true copy of the SUMMONS IN A CIVIL ACTION and COMPLAINT upon EUGENE DeJORDY at 88 MERRY MEET CTR., FAIRFIELD, CONNECTICUT by personally delivering and leaving the same with EUGENE DeJORDY at that address. At the time of service, deponent asked EUGENE DeJORDY if he is in active military service for the United States of America or for the State in any capacity whatever or dependent upon a person in active military service and received a negative reply.

EUGENE DeJORDY is a white male approximately 51 years of age, stands approximately 5 feet 7 inches tall, weighs approximately 170 pounds with gray hair.


ERIC RUBIN

Sworn to before me this
day of MARCH 2010


NOTARY PUBLIC
03/11/2014



D.L.S., Inc.
401 Broadway
Ste 510
NY, NY 10013
212-925-1220
www.dlsny.com

369 EXHIBIT C

296 1457 10/07/2009

2009

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

**ANNUAL REPORT
DOMESTIC L.L.C.**

Please Type or Print Clearly in Ink

FILING FEE: \$50 Make check payable to SECRETARY OF STATE

FILE DATE	09/28/09
RECEIPT NO	1954941
RECEIVED	
SEP 28 2009	
S.D. SEC. OF STATE	

1. L.L.C. Name, Registered Agent Name and Address:



DL017257
DL017257 AUG/0000
NATIVE AMERICAN TELECOM, LLC
REIMAN, THOMAS J
6710 E SPLIT ROCK CIRCLE
SIOUX FALLS SD 57110-1308

Telephone #	_____
FAX #	_____
FILING DATE: Due during the month the Certificate of Organization was issued, and delinquent after the last day of the following month.	

2. The address of the principal executive office in or out of the State of South Dakota.

6710 E. Split Rock Circle - Sioux Falls SD 57110-1308
Street Address City State ZIP+4

Mailing Address (Optional) City State ZIP+4

3. The name of the South Dakota Registered Agent

THOMAS J. REIMAN

6710 E. Split Rock Circle Sioux Falls SD 57110-1308
Street Address (Required to be a South Dakota Address) City State ZIP+4

Mailing Address (Optional - Required to be a South Dakota Address) City State ZIP+4

4. The names and business addresses of its managers. If the L.L.C. is member-managed the names and addresses of the members need not be set forth.

Manager	Street Address	City	State	ZIP+4

Dated 9-24-09

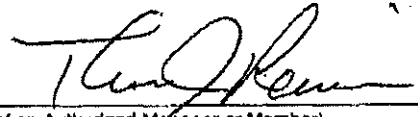

 (Signature of an Authorized Manager or Member)
 THOMAS J. REIMAN
 (Printed Name)
 President
 (Title)

EXHIBIT D  370

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH

Please Type or Print Clearly in Ink

FILING FEE: \$10 Make check payable to SECRETARY OF STATE

The undersigned entity submits the following statement for purpose of changing its registered office and/or its registered agent in the State of South Dakota.

1. The name of the entity _____

2. The name of the registered agent on file _____

The name of the successor registered agent _____

3. If listing a Commercial Registered Agent, please state their identification number: _____

4. The address of the agent currently on file for this entity

Street Address (Required)	City	State	ZIP+4
---------------------------	------	-------	-------

Mailing Address (Optional)	City	State	ZIP+4
----------------------------	------	-------	-------

5. If the address has changed, its new address

Street Address (Required to be a South Dakota Address)	City	State	ZIP+4
--	------	-------	-------

Mailing Address (Optional - Required to be a South Dakota Address)	City	State	ZIP+4
--	------	-------	-------

6. The address of its registered office and the address of the business office of its registered agent, as changed, must be identical.

Dated _____

(Signature of an authorized officer)

(Printed Name)

(Title)

371

NATIVE AMERICAN TELCOM, LLC

TARIFF F.C.C. NO. 1
Original Title Page

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES
APPLYING TO THE PROVISION OF ACCESS SERVICE
FOR CONNECTION TO INTERSTATE COMMUNICATIONS
FACILITIES AND SERVICES FURNISHED BY

NATIVE AMERICAN TELECOM, LLC

AND ITS CONCURRING CARRIERS BETWEEN
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

EXHIBIT E



372

ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 through 92 of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title							
Page	Original	33	Original	66	Original		
1	Original	34	Original	67	Original		
2	Original	35	Original	68	Original		
3	Original	36	Original	69	Original		
4	Original	37	Original	70	Original		
5	Original	38	Original	71	Original		
6	Original	39	Original	72	Original		
7	Original	40	Original	73	Original		
8	Original	41	Original	74	Original		
9	Original	42	Original	75	Original		
10	Original	43	Original	76	Original		
11	Original	44	Original	77	Original		
12	Original	45	Original	78	Original		
13	Original	46	Original	79	Original		
14	Original	47	Original	80	Original		
15	Original	48	Original	81	Original		
16	Original	49	Original	82	Original		
17	Original	50	Original	83	Original		
18	Original	51	Original	84	Original		
19	Original	52	Original	85	Original		
20	Original	53	Original	86	Original		
21	Original	54	Original				
22	Original	55	Original				
23	Original	56	Original				
24	Original	57	Original				
25	Original	58	Original				
26	Original	59	Original				
27	Original	60	Original				
28	Original	61	Original				
29	Original	62	Original				
30	Original	63	Original				
31	Original	64	Original				
32	Original	65	Original				

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

373

ACCESS SERVICE

TABLE OF CONTENTS

	<u>Page</u>
ISSUING CARRIER - TITLE PAGE	
CHECK SHEET	1
TABLE OF CONTENTS	2
OTHER PARTICIPATING CARRIERS	6
SYMBOLS	7
ABBREVIATIONS	8
DEFINITIONS	9
REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS	13
1. APPLICATION OF TARIFF	14
2. GENERAL REGULATIONS	15
2.1 Undertaking of the Company	15
2.1.1 Scope	15
2.1.2 Terms and Conditions	15
2.1.3 Limitations	16
2.1.3.1 Assignment or Transfer of Services	16
2.1.3.2 Provisioning Sequence	17
2.1.3.3 Ownership of Facilities	17
2.1.3.4 Liability	18
2.1.4 Provision of Services, Equipment and Facilities	21
2.1.5 Services, Equipment or Facilities	22
2.1.6 Notification of Service-Affecting Activities	24
2.1.7 Non-routine Installation	25
2.1.8 Special Construction/Special Arrangements	25
2.2 Obligations of the Customer	26
2.2.1 Claims	29
2.3 Customer Equipment and Channels	29
2.3.1 General	29
2.3.2 Terminal Equipment	29
2.3.3 Interconnection of Facilities	30
2.3.4 Inspections	32
2.3.5 Prohibited Uses	33
2.3.6 Customer Provided Equipment	34

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 374

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>	
2.4	Payment Arrangements	35
2.4.1	Payment for Service	35
2.4.2	Billing and Collection of Charges	37
2.4.3	Advance Payments	39
2.4.4	Jurisdictional Reporting Requirements	39
2.4.5	Deposits	41
2.4.6	Discontinuance of Service	43
2.4.7	Cancellation of Application for Service	44
2.4.8	Changes in Service Requested	45
2.4.9	Allowances for Interruptions in Service	45
2.4.10	Billing Disputes	48
2.5	Access Billing	50
2.5.1	Title or Ownership Rights	50
2.5.2	Billing Standards	50
2.5.3	Meet Point Billing	51
2.5.4	Duration of Use Charges	52
2.5.5	Distance Charges	53
2.5.6	Suspension, Termination or Refusal of Service	54
2.5.7	Exceptions to Suspension, Termination or Refusal of Service	55
2.6	Cancellation by Customer	56
2.6.1	General	56
2.6.2	Cancellation of Contract Services	56
2.6.3	Cancellation of Application for Service	57
3.	ACCESS ORDERING	58
3.1	General	58
3.1.1	Service Installation	58
3.1.2	Expedited Orders	59
3.1.3	Selection of Facilities	59
3.1.4	Constructive Ordering	59
3.2	Ordering Requirements	59
3.2.1	Switched Access Service Feature Group D	59

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

375

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
3. ACCESS ORDERING CHARGES (CONT'D)	
3.3 Access Ordering Charges	60
3.3.1 Access Order Charge	60
3.3.2 Access Order Change Charge	60
3.3.3 Service Date Change Charge	60
3.3.4 Design Change Charge	61
3.3.5 Miscellaneous Service Order Charge	61
3.3.6 Cancellation of Access Order Charge	62
4. RESERVED FOR FUTURE USE	63
5. RESERVED FOR FUTURE USE	64
6. SWITCHED ACCESS SERVICE	65
6.1 General	65
6.1.1 Rate Categories	66
6.2 Switched Access Service Specifications - Company Requirements	67
6.2.1 Network Management	67
6.2.2 Transmission Specifications	68
6.2.3 Testing	68
6.2.4 Report Requirements	68
6.3 Toll Free Service Access Database Service	69
6.4 Rate Regulations	70
6.4.1 Description and Application of Rates	70
6.4.2 Contracts and Individual Case Basis Rates	70
7. MISCELLANEOUS ACCESS SERVICE	71
7.1 General	71
7.2 Services Offered	71
7.2.1 Special Construction	71
7.2.2 Additional Engineering or Labor	71
7.2.3 Testing	72

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



376

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
7. MISCELLANEOUS ACCESS SERVICE (CONT'D)	
7.2 Services Offered (Cont'd)	
7.2.4 Presubscription	72
7.2.5 Maintenance of Service	73
7.2.6 Specialized Service or Arrangements	73
7.2.7 Blocking Service	74
7.2.8 Billing Name and Address Service	76
7.2.9 Subscriber Line Charge	80
7.2.10 Local Number Portability (LNP)	80
7.2.11 Federal Universal Service Fee	81
8. RATES AND CHARGES	82
8.1 General	82
8.2 Switched Access Service	83
8.2.1 Recurring Rates	83
8.2.2 Nonrecurring Rates	83
8.2.3 Network Blocking per Blocked Call	84
8.2.4 800 Data Base Access Service Queries	84
8.3 Other Services	85
8.3.1 Miscellaneous Services	85

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

NATIVE AMERICAN TELECOM, LLC

TARIFF F.C.C. NO. 1
Original Page No. 6

ACCESS SERVICE

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 378

ACCESS SERVICE

SYMBOLS

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

- (C) To Signify changed regulation
- (D) To Signify discontinued regulation or rate
- (I) To Signify increase
- (L) 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

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE


ABBREVIATIONS

ANI	Automatic Number Identification
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CL	Common Line
DA	Directory Assistance
EF	Entrance Facility
EU	End User
FCC	Federal Communications Commission
FG	Feature Group
IC	Interexchange Carrier
LATA	Local Access & Transport Area
MPB	Meet Point Billing
MTS	Message Toll Service
NRC	Nonrecurring Charge
POT	Point of Termination
USF	Universal Service Fund

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 380

ACCESS SERVICE

DEFINITIONS

Access: The ability to enter or exit a local exchange network of the Company and/or any other local exchange carrier in order to complete an interstate communication. A connection between an End User Premises and the Customer Designated Premises of an IXC for the purposes of originating or terminating communication information. Access may be provided by the Company via switched and/or dedicated facilities.

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

Access Service: The Company's interstate telephone services offered pursuant to this tariff.

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

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Central Office, switch, or equivalent facility.

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Company: NATIVE AMERICAN TELECOM, LLC, the issuer of this tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

Customer: The person, firm or corporation who orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Customer Serving Wire Center: The end office or wire center from which a customer normally receives a dial tone. The point for a circuit's first point of trunking or switching.

Dedicated Facility: A facility, circuit or equipment system or subsystem set aside for the sole use of a specific customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE

DEFINITIONS (Cont'd)

End User : Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which subscribes to or otherwise uses local exchange services, interexchange services, Commercial Mobile Radio Service or other wireless services, VoIP services, or other services provided by a local exchange carrier, common carrier, Wireless Provider, VoIP Provider, or other provider of services that transit the Company's facilities. The End User may be, but need not be, the customer of an Interexchange Carrier and may or may not be a customer of the Company. End Users may be assessed fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

End User Common Line Charge (EUCL): See Subscriber Line Charge.

End User Premises: End User Premises may include space where the End User has designated equipment within the Company's central office, carrier hotel, or any other premises.

Exchange: A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specific area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Hub: A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis or ICB - An arrangement whereby the terms, conditions, rates and/or charges for a service are developed or modified based on the specific and unique circumstances of the Customer's situation.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, interstate or international communication for hire by any means between two or more exchanges.

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor tariff(s).

Local Exchange: The area, served by one or more central offices, within which a subscriber for exchange service may make telephone Calls without incurring a toll charge.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

382

ACCESS SERVICE

DEFINITIONS (Cont'd)

Meet Point: A point designated by two local exchange carriers for billing purposes.

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

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

Nonrecurring Charge (NRC): A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions: These are features and functions a customer may order to improve the quality or utility of Access Services.

Originating Access: Access service that allows traffic (e.g., Calls) initiated by an End User in a local exchange maintained by the Company to be routed to an NPA-NXX associated with another exchange.

Point of Termination: The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises: The space occupied or assigned for use by a Customer, End User or other authorized user in a building or buildings or contiguous property not separated by a public right of way.

Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll Calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, or on the date upon which the Company begins to provide service to the Customer, whichever is earlier. The parties may mutually agree on a substitute Service Commencement Date.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

383

ACCESS SERVICE

DEFINITIONS (Cont'd)

Service Order: A written request for Access Services initiated by the Customer to the Company in the format devised by the Company, or in the alternative, the submission of an Access Service Request (ASR) by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Subscriber Line Charge (SLC) or End User Common Line Charge (EUCL): A fee imposed on a per access line, or a per port basis in the case of collocated Customers, that recovers part of the cost of the Carrier's local network. This fee is regulated and capped by the Federal Communications Commission and is assessed on a monthly basis. Customers that purchase End User Access Services, or collocate equipment in the Company's central office and/or carrier hotel are subject to this fee.

Switched Access Service: Access to the switched network of the Company and/or any other local exchange carrier for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this tariff.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Access: Access service that allows traffic (e.g., Calls) to be delivered to an NPA-NXX associated with a Company exchange as such traffic originates from another exchange. Terminating Access traffic may include long distance voice telephone Calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: A building in which central offices, used for the provision of local exchange services, are located.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

384

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The following tariffs are referenced in this tariff and may be obtained as shown:

National Exchange Carrier Association
100 S. Jefferson
Whippany, NJ
Wire Center Information
Tariff FCC No. 4

NECA technical publication—PUB AS No. 1, Issue II Access Service
Issued May 1994

The Local Exchange Routing Guide (LERG) is referenced in this tariff
and may be obtained from:

Telcordia Technologies
Customer Services Division
60 New England Avenue
Piscataway, NJ

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE


1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of interstate Access services and facilities (hereinafter "Services") by NATIVE AMERICAN TELECOM, LLC.
- 1.2 Services provided by NATIVE AMERICAN TELECOM, LLC, (hereinafter the "Company") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 386

ACCESS SERVICE

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide the Service(s), subject to the availability of necessary facilities. The Company is responsible only for the installation, operation, and maintenance of the services and facilities it provides. The Company does not warrant that its services and facilities meet standards other than those expressly set forth in this tariff.

2.1.2 Terms and Conditions

2.1.2.1 When and where facilities are available, Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers may be required to enter written service orders (ASR) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (section 3) of this tariff. However, if any Customer makes use of any Service, the Customer shall be deemed to have made a Constructive Order, and the failure to enter into a written or oral service agreement will not eliminate any payment obligation, whether or not an application for service or ASR has been executed or submitted.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.

2.1.2.4 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.5 At the expiration of the initial term specified in each service order, or in any extension thereof, Service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any notice of termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to cessation of the Service.

2.1.2.6 Service may be terminated on written notice to the Customer if the Customer is using the service in violation of the tariff or the Customer is using the service in violation of the law.

2.1.2.7 This tariff shall be interpreted and governed by the rules and/or guidelines of the Federal Communications Commission.

2.1.3 Limitations

2.1.3.1 Assignment or Transfer of Services

The Customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

- (1) 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 any termination liability applicable to such Service(s).
- (2) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.1 Assignment or Transfer of Services (Cont'd)

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

2.1.3.2 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the applicable Service Order or Access Service Request. Service Orders and ASRs must contain all the required information for each respective Service so delineated in other sections of this tariff. The Customer's Service Order or ASR will not be deemed to have been received until such information is provided. Nothing herein shall be deemed to excuse Customer's obligation to make payment and otherwise comply with this tariff in the event of any Constructive Order.

2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

389

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability


2.1.3.4.1 With respect to any and all claims or suits, regardless of the theory of liability, the liability of the Company for damages arising out of the installation, provision, furnishing, termination, maintenance, repair, or restoration of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees, agents, or contractors.

2.1.3.4.2 The Company shall not be liable for any delay or, failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 390

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

- 2.1.3.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to or in connection with the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 2.1.3.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer arising from or related to the failure or malfunction of Customer-provided equipment or facilities.
- 2.1.3.4.5 The Company does not guarantee nor make any warranty with respect to Services it provides for use in an explosive atmosphere. The Customer shall indemnify, defend, and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any Service so provided.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services, Equipment, and Facilities

2.1.4.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff, and subject to the availability of facilities and services, including those provided by other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

2.1.4.2 The Company shall use reasonable efforts to maintain Services, facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services, facilities, or equipment installed by the Company, except upon written consent of the Company. The Company's sole liability with respect to any failure to furnish Services, facilities, or equipment shall be a credit as set forth in Section 2.4.9.1 of this tariff.

2.1.4.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

2.1.4.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.4.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees, contractors, or agents to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

393

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services, Equipment, and Facilities (Cont'd)

2.1.4.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in such transmission;
- (b) or the reception of signals by Customer-provided Equipment.

2.1.5 Services, Equipment, or Facilities

2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

2.1.5.2 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.

2.1.5.3 The Service(s) provided under this tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Designated Premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services, Equipment, or Facilities (Cont'd)

2.1.5.4 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-provided equipment, facilities, or service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or service. The Company will provide reasonable notification to the Customer in writing where reasonably possible. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

2.1.5.5 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

395

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services, Equipment, or Facilities (Cont'd)

2.1.5.8 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment, unless otherwise agreed to upon terms mutually acceptable to both the Company and the Customer and evidenced by a signed written document. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of Services and associated facilities and equipment offered under this tariff and to the maintenance and operation of such Services. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Notification of Service-Affecting Activities

2.1.6.1 The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' Service(s). No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer might not be possible.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

2.1.7.1 At the Customer's request, installation and/or maintenance may be performed (in the Company's sole discretion) outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional installation charges will be adjusted to reflect increases in costs incurred by the Company.

2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken (in the Company's sole discretion) on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): e.g., over a route other than that which the Company utilizes in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the Customer prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

The Customer shall be responsible for the following:

- (a) ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) the Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;
- (c) filing a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and FCC regulations, policies, orders, guidelines and decisions, if required by the Company in connection with Customer's resale and/or shared use of the Service;
- (d) payment of all applicable charges for use of the Services;
- (e) damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (g) where applicable, obtaining, maintaining, and otherwise having full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the permissions, approvals, consents, licenses, permits, and rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;
- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (i) complying with all laws and regulations applicable to, and obtaining all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under 2.2(g) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)


The Customer shall be responsible for the following: (Cont'd)

- (j) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
 - Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
 - Causes damage to Company-provided facilities;
 - Interferes with the privacy of communications;
 - Creates a hazard to the Company's employees, contractors, or agents or the public; or
 - Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.
- (l) The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if it takes Service provided by the Company, whether or not an application or order for service or ASR has been executed or submitted.
- (m) The customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage, and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 400

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 Claims

With respect to any Service, facility, or equipment provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- (a) any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, arising out of any act or omission of the Customer, its employees, agents, representatives, or invitees in the course of using the Services, facilities, or equipment provided under this tariff; or
- (b) any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

2.3 Customer Equipment and Channels

2.3.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for any particular purposes other than as specifically and expressly stated in this tariff.

2.3.2 Terminal Equipment

- 2.3.2.1 Terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.2 Terminal Equipment (Cont'd)

2.3.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.3.3 Interconnection of Facilities

2.3.3.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established from time to time by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.3.3.2 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.

2.3.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

402

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities (Cont'd)

- 2.3.3.4 If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning terminal equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.
- 2.3.3.5 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.
- 2.3.3.6 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.3.3.7 If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning terminal equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.
- 2.3.3.8 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, approvals, authorizations, consent, permissions, rights-of-way, and other arrangements necessary for such interconnection.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



403

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities (Cont'd)

2.3.3.9 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the Service.

2.3.4 Inspections

2.3.4.1 Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Sections 2.3.2 and 2.3.3 for interconnection of facilities and/or the installation, operation and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.4.2 If protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within five days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension or termination of service, to protect its facilities, equipment and personnel from harm.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

404

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

2.3.5.1 The Service(s) that the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental and other third-party approvals, authorization, licenses, consents, and permits.

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

2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is causing interference to others.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

405

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.6 Customer-Provided Equipment

- 2.3.6.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.3.6.2 Unless otherwise agreed to in writing by the Company and the Customer, terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network, unless otherwise agreed to in writing by the Company and the Customer.
- 2.3.6.3 Unless otherwise agreed to in writing by the Company and the Customer, the Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

406

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.6 Customer-Provided Equipment (Cont'd)

2.3.6.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.6.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.3.6.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period.

The Customer is responsible for the payment of all charges for Service(s) furnished by the Company. All bills are due 31 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds. If such payment date would cause payment to become due on a Saturday, Sunday, or holiday (as recognized in Sioux Falls, South Dakota), such payment shall be due on the next business day.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

407

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4.1 Payment for Service (Cont'd)

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

2.4.1.2 Without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including Calls which the Customer did not individually authorize;
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's services and/or activities, whether or not accompanied by a Service Order or ASR.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

408

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

2.4.2.1 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.

a) Customer's billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.

2.4.2.2 A Nonrecurring Charge is due and payable within 31 days after the invoice date.

2.4.2.3 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided.

2.4.2.4 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs.

2.4.2.5 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.

2.4.2.6 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

409

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

- 2.4.2.7 Customer disputes with respect to billed amounts shall be addressed and resolved pursuant to Section 2.4.10 of this tariff.
- 2.4.2.8 If the Customer disputes the bill on or before the payment date, any late payment charge for the disputed amount will not start until 10 days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount.
- 2.4.2.8 In addition to other penalties or fees, the Customer will be assessed a charge of twenty dollars (\$20) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.
- 2.4.2.9 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

2.4.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.4.4 Jurisdictional Reporting Requirements

2.4.4.1 The Company will use reasonable efforts to determine the jurisdiction of traffic from call detail records consistent with FCC precedent and industry standards, and will bill the Customer for Services pursuant to the jurisdictional determination it makes in its sole discretion based upon such information. For those circumstances in which the Company cannot determine the jurisdictional nature of Customer traffic, the Customer must provide a projected estimate of its traffic, expressed as a percent of interstate use factor ("the PIU Factor") for the split between interstate and intrastate jurisdictions. The Company will use the PIU Factor to apportion minutes for which information was insufficient to determine jurisdiction. The PIU Factor must be expressed as a whole number, and provided at such time as the Customer orders or first begins to use Services provided by the Company. Updates to the PIU Factor may be made by the Customer not more frequently than quarterly. When mixed interstate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions. If the Customer fails to provide a PIU Factor, the Company will use an assumed PIU Factor of 50 (*i.e.*, 50% interstate and 50% intrastate) for the billing of all Customer traffic for which it cannot determine jurisdiction until such time as Customer provides a PIU Factor.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Jurisdictional Reporting Requirements (Cont'd)

2.4.4.2 Unless otherwise agreed to in writing, the Company will rely exclusively on the PIU Factor. Company has no obligation to – and will not – verify or guarantee the correctness of Customer's estimate; provided, however, that the Customer shall keep sufficient detail from which the percentage of interstate use can be determined, and upon request, the Customer shall deliver the records to Company for inspection. Such a request will be initiated no more than once per six (6) months. The Customer shall supply the data for inspection within thirty (30) calendar days of the Company's request.

2.4.4.3 In the event that an inspection reveals that any Customer reported PIU Factor was incorrect, the Company shall apply the inspection result to all usage affected by the inspection. The Customer shall be back-billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back-billed amounts are subject to late payment penalty, and payment shall be made in immediately available funds within 31 days from receipt of bill or by the following bill date, whichever is a shorter period. Should an inspection reveal that the misreported percentages of use has resulted in an underpayment to the Company of five percent or more of the total bill for Services provided under this tariff for the applicable month, the Customer shall reimburse the Company for the cost of the inspection. Within 15 days of completion of the inspection report, the Company will furnish a copy of the results to Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

412

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Deposits

2.4.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this tariff. The deposit will not exceed an amount equal to:

- (a) two month's charges for a Service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.4.5.2 A deposit may be required in addition to an advance payment.

2.4.5.3 When a Service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Deposits (Cont'd)

2.4.5.4 Simple interest shall accrue on a deposit and shall be paid at the time the deposit is either refunded or applied to the customer's final bill for service. The interest rate used is the rate that is set for the Federal Reserve's two-year Treasury bill. Simple interest will be applied for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.4.5.5 Such a deposit may be refunded or credited to the Customer's account after a one-year, prompt-payment record is established.

2.4.5.6 In the event the provision of all service to the customer is terminated and the Company maintains a cash deposit from the Customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to the Company, and any remaining balance will be returned to the customer.

(a) The Customer will receive interest for each month or portion thereof that a deposit is held at the Federal Reserve's two-year Treasury bill rate.

(i) On or before December 1 of any year for the period from January 1 to June 30 of the succeeding year, or

(ii) On or after June 1 of any year for the period from July 1 to December 31 of that year.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 414

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

- 2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.
- 2.4.6.2 Upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period.
- 2.4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.
- 2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.
- 2.4.6.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Cancellation of Application for Service

Provisions for the cancellation of Service Order, ASR, or other application for Service (collectively, "Applications for Service") are provided here and are set forth in other applicable sections of this tariff.

2.4.7.1 Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel Applications for Service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.

2.4.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, including installation charges, and all charges others levy against the Company in connection with the Company's efforts to deliver Service to the Customer.

2.4.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.

2.4.7.4 The special charges described in 2.4.7.1 through 2.4.7.3 will be calculated and applied on a case-by-case basis.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

416

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.8 Changes in Service Requested

2.4.8.1 If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

2.4.9 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. 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 provided.

2.4.9.1 For the Services provided under this tariff, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.


2.4.9.2 A credit allowance does not apply in the following cases:

- (a) Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the Customer, or other common carrier or provider providing service connected to the Service of the Company.
- (b) Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a Service during any period in which the Company is not afforded access to any premises.
- (d) Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
- (e) Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.
- (f) In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 418

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

2.4.9.3 Use of an Alternative Service Provided by the Company.

Should the Customer elect to use an alternative Service provided by the Company during the period that a Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service used.

2.4.9.4 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the service: (1) is the same type as was in service prior to the occurrence; (2) is for the same Customer at the same location on the same premises; and is (3) reestablished within 31 days of the occurrence. The 31 days may be extended a reasonable period if the renovation of the original location on the premises is not practical. Nonrecurring charges would apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The Customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes

2.4.10.1 General

All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute. The undisputed portion and subsequent bills must be paid on a timely basis. The Company will be the sole determiner of a frivolous dispute.

2.4.10.2 Late Payment Charge

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a late payment charge set forth in 2.4.2.6, preceding.

In the event that a billing dispute is resolved in favor of the Company, the Customer shall pay the late payment charge. The late payment charge will not begin to accrue until ten (10) days after the payment due date, provided that the Customer disputed the charge on or before the payment due date.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 420

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes (Cont'd)

2.4.10.3 Adjustments or Refunds to the Customer

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this tariff, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this tariff but canceled the service, the Company will issue a refund of any overpayment by the Customer.

All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing

2.5.1 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 leasehold, title, or ownership rights to proposals, equipment, or facilities developed or utilized respectively by the Company in provision of such Services.

2.5.2 Billing Standards

2.5.2.1 The Company shall produce access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.5.2.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

422

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.3 Meet Point Billing

When an access service is provided by more than one telecommunications carrier, each such carrier must ensure that appropriate usage information is provided to the other for access minutes purposes.

2.5.3.1 The Company will provide Service under a multiple bill option. Under a multiple bill option, each Company providing Service will render an access bill to the Customer for its portion of the Service based on its access tariff rates and regulations.

2.5.3.2 For Switched Access Multiple Bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the Customer and provides these data to each connecting company providing the Service, i.e., the Subsequent Billing Company(s). Each billing company will:

- prepare its own bill;
- determine its charge(s) for access elements;
- determine and include all recurring and non-recurring rates and charges of its access tariffs;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);

The Customer will remit payment directly to each bill rendering company.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

423

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.4 Duration of Use Charges

- 2.5.4.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating Calls will be measured by the Company to determine the basis for computing chargeable access minutes.
- 2.5.4.2 For originating Calls over Feature Group D facilities, usage measurement begins when the originating switch receives the first wink supervisory signal.
- 2.5.4.3 The measurement of originating usage ends when the originating Feature Group D switch receives disconnect supervision.
- 2.5.4.4 For terminating Calls over Feature Group D facilities, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision.
- 2.5.4.5 The measurement of terminating call usage over Feature Group D facilities ends when the terminating Feature Group D switch receives disconnect supervision.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.5 Distance Charges

2.5.5.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

2.5.5.2 The airline distance between any two rate centers is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each rate center from the above referenced document(s),
- (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates,
- (c) Square the difference obtained in (b) above,
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- (f) Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

425

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.6 Suspension, Termination or Refusal of Service

- 2.5.6.1 Service may be suspended or terminated for nonpayment (subject to exceptions provided in Section 2.5.7) of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.
- 2.5.6.2 Suspension or termination of Service for nonpayment will not be made until after: (1) at least 10 days written notification has been served personally on the Customer; (2) at least 10 days after verification of receipt of certified mail has been made by the Company; or (3) at least 10 days after the Customer has refused a certified or registered written notification mailed to the Customer billing address. Service shall not be suspended or terminated for nonpayment on weekends, legal holidays or on days when the business office of the Company is not open for business.
- 2.5.6.3 When a Customer refuses to pay bills rendered or deposits requested (subject to exceptions shown in Section 2.5.7) the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.
- 2.5.6.4 Except as otherwise provided herein, the Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

426

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- (a) For nonpayment of billed amounts that are disputed on a good faith basis while an investigation of the dispute is being made by the Company (undisputed amounts and subsequent bills must be paid on a timely basis; the Company shall be the sole determiner of a frivolous dispute and whether Customer is disputing a billed amount on a good faith basis);
- (b) For nonpayment of Service which has been billed but not rendered;
or
- (c) For nonpayment of billed amounts for charges other than those for any Service.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Cancellation by Customer

2.6.1 General

- A. A Customer may cancel a Service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Customer shall be responsible for payment of all bills for service furnished until the cessation of Service.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service and continue to be responsible for all charges incurred in connection with the use of such Service.

2.6.2 Cancellation of Contract Services

- A. If a Customer cancels an ASR or Service Order or terminates a Service before the completion of the term, or where the Customer breaches the terms in any contract with the Company, the Customer shall be required to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Cancellation by Customer (Cont'd)

2.6.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an Application for Service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

3. ACCESS ORDERING

3.1 General

This section sets forth the regulations and order-related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided.

A Customer may order any number of Services of the same type and between the same premises. All details for services for a particular order must be identical except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- Customer name and premises address,
- Billing name and address, if different from Customer name and address,
- Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates, the availability of facilities, and other factors as set forth in this tariff.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

430

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.1 General (Cont'd)

3.1.2 Expedited Orders

When a Customer orders a Service and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a Customer requests an earlier Service date than shown on an existing Service Order or ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization.

3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the Customer, but within the purview of the Company.

3.1.4 Constructive Ordering

Notwithstanding any references to ASRs, Service Orders, or other ordering requirements in this tariff, a Customer may also obtain service via Constructive Order. A Constructive Order is initiated when Calls are delivered to or accepted from any Customer of the Company over the Company's network, and by originating traffic from or terminating traffic to the Company's network, the Customer agrees to have ordered and will pay for the Company's Services pursuant to this tariff. Similarly, the selection of an IXC by an End User as the End User's PIC constitutes a Constructive Order for switched access by that IXC.

3.2 Ordering Requirements

3.2.1 Switched Access Service Feature Group D

When ordering Feature Group D Switched Access Service, the following information shall be provided by the Customer:

- The number of Busy Hour Minutes of Capacity (BHMC) from the customer designated premises to the end office or the number of trunks desired between the Customer designated premises and the entry switch;
- Optional Features desired; and
- Projected percentage of jurisdictional use.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

431

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges

3.3.1 Access Order Charge

An Access Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable; or
- When a Company-initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

An Access Order Charge will be applied on a per order basis to each order or copy of an order received by the Company.

3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a Customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, trunks or BHMC will be treated as a new order (for the increased amounts) rather than a change order.

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the Customer to either an earlier date or a later date which does not exceed 10 calendar days from the original Service date. The Customer may request a change of Service date on a pending Access Service Request prior to the Service date and if the Company can accommodate the change, a new Service date will be set and a service date change charge will apply.

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of Customer Designated Premises, first point of switching Access channel type; changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On customer approval, a Design Change Charge would apply in addition to any other charges (e.g. service date change).

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

433

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.6 Cancellation of Access Order Charge

A Customer may cancel a request for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the customer. When a Customer cancels an order, a Cancellation Charge will apply as follows:

- Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
- When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.

Any partial cancellation (e.g. cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels an order prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

NATIVE AMERICAN TELECOM, LLC

TARIFF F.C.C. NO. 1
Original Page No. 63

ACCESS SERVICE

4. RESERVED FOR FUTURE USE

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

435

NATIVE AMERICAN TELECOM, LLC

TARIFF F.C.C. NO. 1
Original Page No. 64

ACCESS SERVICE

5. RESERVED FOR FUTURE USE

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

436

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE6.1 General

Switched Access Service, which is available to Customers for their use in routing or receiving traffic and/or in furnishing their services to End Users, provides a two-point communications path between a Customer and an End User. It provides for the use of common terminating switching and transport facilities. The Company provides Switched Access service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable a Customer to utilize the Company's network to accept Calls originated by End Users or to deliver Calls for termination to End Users.

Switched Access Service may be provided via a variety of means and facilities, where available, to be determined by the Company and/or as indicated by the Customer on a Service Order or ASR (if applicable) as accepted by the Company. Such Services may include, but not be limited to, Feature Group D access, and Feature Group D access will be provided by the Company absent mutual agreement with respect to alternative Switched Access Service by the Company and the Customer. Feature Group D access, or 'equal access,' is known in the industry as 'One-plus' ('1+') dialing. This type of access allows traffic (e.g., Calls) to be routed directly to the caller's carrier of choice. Feature Group D/equal access offers features, including presubscription, not generally available through other forms of access. The Company shall determine in its sole discretion the means, facilities, and network configuration by which Feature Group D and any and all other Switched Access Services, as applicable, will be provided to Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

437

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE

6.1 General

6.1.1 Rate Categories

The Company's Interstate Switched Access Service rate elements may include, but are not limited to, the following rate elements or their functional equivalent if applicable: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination (fixed); tandem switch transport facility (per mile); and tandem switching.

Rate categories and descriptions include the following:

6.1.1.1 Transport — charges for trunks related to the transmission and tandem switching facilities, if appropriate, between the Customer Designated Premises and the end office switch where the Customer's originating or terminating traffic is switched. Transport rate categories may consist of three elements: a Transport Termination per path per access minute charge, a Transport Facility rate per mile per access minute charge, and a Transport Interconnect Charge rate per access minute. A Customer may also request optional features and functions which are subject to additional charges.

Multiplexing charges will apply when a High Capacity Entrance Facility is connected to a lower grade service (e.g. DS-3 to DS-1 multiplexing and/or DS-1 to Voice Grade multiplexing) or when a lower grade service is connected to a High Capacity Entrance Facility (e.g., DS-1 to DS-3 multiplexing and/or Voice Grade to DS-1 multiplexing). These charges may apply at an end office, Hub location or serving wire center. The Company shall notify the Customer in such instances.

The Company will work cooperatively with the Customer to arrange routing and serving arrangements.

6.1.1.2 End Office/Local Switching - Charges related to the Company local end office switching entity which routes traffic to and from End Users to Customers. The end office rate category includes two elements; Local Switching per access minute of use, and an Information/Intercept Surcharge per access minutes of use or Information Surcharge per information call use as determined by the serving arrangement.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

438

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.1 General (Cont'd)

6.1.1 Rate Categories (Cont'd)

6.1.1.3 Optional Features and Functions - are those features and functions that are available in lieu of or in addition to the standard features provided with Switched Access Service. They include, but are not limited to:

- Automatic Number Identification - this option provides the automatic transmission of a ten digit number and information digits to the Customer designated premises to identify the calling station on a call-by-call basis. Where complete ANI detail cannot be provided, information digits will be provided to the Customer.
- Service Class Routing - this option provides the capability of directing originating traffic from an end office to a trunk group to a Customer Designated Premises, based on the line class of service (e.g. coin or hotel/ motel), service prefix indicator (e.g. 0-, 0+, 01+, or 011+).

6.2 Switched Access Service Specifications - Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

6.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when Customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

430

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.2 Switched Access Specifications – Customer Requirements (Cont'd)

6.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

The provision of Switched Access Service has certain obligations of the Customer in addition to those set forth in Section 2 preceding. They are as follows:

6.2.4 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- (a) Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- (b) Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.3 Toll Free Service Access Code Database Service

Toll Free Service Access Code Data Base Access Service is provided with Switched Access Service. When a 1+ (e.g. 800, 888, or other toll free number) + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Service Access Code Data Base to perform the identification function. The call will then be routed to the identified Customer via Switched Access Service. The manner in which Toll Free Service Access Code Data Base Access Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- When Toll Free Service Access Code Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that end office.
- When Toll Free Service Access Code Data Base Access Service originates at an end office not equipped with SSP customer identification capability, the Toll Free Service Access Code call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in the following are in addition to those charges applicable for the Switched Access Service.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.4 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

6.4.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

6.4.2 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this tariff including but not limited to minimum usage, installation, special construction and recurring charges, the Company's services may be established and provided at negotiated rates on an individual case basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities by other Customers.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

442

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE

7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non recurring, recurring and/or special, terminating costs or combinations thereof.

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription. Miscellaneous Access Service may be provided to Customers on an individual case basis in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following:

- (1) when a Customer requests additional information subsequent to the Company-provided DLR information;
- (2) when additional engineering time is required for a customized order; or
- (3) when a customer requests a design change and additional engineering time is required.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2.3 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employees scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

7.2.4 Presubscription

Presubscription is the process by which an End User may select and designate an IXC for the provision of interstate toll service to that End User. This IXC is referred to as the end user's pre-designated IXC. An End User may indicate a primary inter-exchange carrier or may elect to select an IXC on a per call basis by dialing an access code to make toll Calls. Customers that have pre-designated an IXC may also dial an access code to direct Calls to an alternative IXC on a per-call basis. There are no initial charges associated with presubscription by a Company End User.

An End User may initiate a presubscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to its own End Users to aid in the selection process. The change of an IXC is subject to the appropriate non-recurring charge.

If an unauthorized change takes place, the IXC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC Change Charge.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

444

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.5 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises and trouble is found to be with Customer facilities or equipment.

7.2.6 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the Customer on an individual case basis (ICB) if such services or arrangements meet the following:

- the service(s) or arrangement(s) are not offered under other sections of the tariff,
- the service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices,
- the offering is subject to the availability of Company personnel and capital resources.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.7 Blocking Service

7.2.7.1 International Blocking Service

The Company will provide International Blocking Service to Customers who obtain Feature Group D Switched Access Service under this tariff. This service is only provided at appropriately equipped Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Company will block all direct dialed international Calls that use the call sequence of 011+ or appropriate access code dialing arrangements for international calling. When capable, the Company will route the blocked Calls to a recorded message.

An International Blocking Service charge as set forth in Section 9 following is applicable for each new or existing exchange line or trunk or Feature Group D Switched Access line to which International Blocking Service is added or removed. This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group D Switched Access line at the same time that it is disconnected.

A Miscellaneous Service Order Charge as set forth in Section 9 will apply to orders adding or removing International Blocking Service that are placed subsequent to the initial installation of the associated exchange line(s) or trunk(s) or Feature Group D Switched Access line(s). This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group D Switched Access line at the same time that it is disconnected.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

446

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.7 Blocking Service (Cont'd)

7.2.7.2 900 Blocking Service

The Company will provide 900 Blocking Service to End Users who obtain local exchange service from the Company under its general or local exchange tariffs. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed Calls placed to a 900 number. When capable, the Company will route the blocked Calls to a recorded message.

A Blocking Service charge as set forth in Section 9 following is applicable when ordered by the End User except when such End User establishes telephone service at a new number and for 31 days thereafter.

The Blocking Service charge is applied for each line for which 900 Blocking Service is added to remove. Requests by End Users to remove 900 Blocking Service must be in writing. This charge does not apply when blocking is removed from an exchange line at the same time that it is disconnected.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

447

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service

7.2.8.1 General Description

(A) Billing Name and Address (BNA) Service is the provision by the Company to an interstate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Company. An interstate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of interstate telecommunications services.

(B) BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the customer, order entry and customer service information, fraud prevention identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with Local Exchange Carrier (LEC) calling card Calls, collect and third party Calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.1 General Description (Cont'd)

- (C) BNA information associated with listed/published telephone numbers will be provided. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively that requested its BNA not be disclosed.

7.2.8.2 Undertaking of the Telephone Company

- (A) A standard format for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- (B) Standard response to BNA requests will be by First Class Mail. Standard format will be on paper. Optional Magnetic Tape formatting will be offered where available.
- (C) Where facilities are available, the customer may request an optional specialized output format required to meet a specific customer need.
- (D) The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

449

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.2 Undertaking of the Telephone Company (Cont'd)

- (E) The Company will not disclose BNA information to parties other than interstate service providers and their authorized billing agents as defined in 7.2.8.1 preceding. BNA disclosure is limited to those purposes as defined in 7.2.8.1 preceding.
- (F) The Company reserves the right to request from an interstate service provider who has placed an order for BNA service, the source data upon which that Customer has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 7.2.8.1 preceding. The Company will not process the order until such time as the interstate service provider supplies the requested data.

7.2.8.3 Obligations of the Customer

- (A) The Customer shall order BNA Service on a separate BNA Order. The order must identify both the Customer's authorized representative and the address to which the information is to be sent.
- (B) The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 7.2.8.1 preceding.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

450

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.3 Obligations of the Customer (Cont'd)

- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.
- (D) Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the customer provides the requested data.

7.2.8.4 Rate Regulations

- (A) For each order for BNA information received by the Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record provided. The BNA Order Charge and the Per Record Charge are specified in 8.3.1 following.
- (B) Where available, the Customer may order the response formatted on Magnetic Tape. The Optional Magnetic Tape Charge is specified in 8.3.1 following and is in addition to the BNA Order Charge and the BNA Record Charge.
- (C) Where available, the Customer may order an output format other than a standard paper format in order to meet a customer's specific requirement. This option is subject to an hourly programming charge as specified in 8.3.1 following and is in addition to the BNA Order Charge and the BNA Record Charge.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

451

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.9 Subscriber Line Charge

The Company recovers some of the costs of the telephone line or trunk connected to an End User's Premises, and/or the associated switch port, through a monthly charge called the Subscriber Line Charge ("SLC"). The Subscriber Line Charge is a monthly, flat-rated charge assessed to the Company's End Users for each local exchange service line or trunk. BRI lines are charged the multiline business line rate, and PRI arrangements are charged the multiline business line rate times five (5).

7.2.10 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete Calls to numbers that have been ported.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.11 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a fee based on a percentage of its retail revenues to support the Universal Service Fund (USF). The Company will pass-through the USF assessment to its customers by assessing a surcharge applicable to all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and fees associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC, rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at www.fcc.gov/ccb/universal_service/quarter.html.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

453

ACCESS SERVICE

8. RATES AND CHARGES

8.1 General

Rates for service will include recurring charges for the rate elements, applicable non-recurring charges, miscellaneous charges, ICB charges or combinations of same and are identified herein.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service*

8.2.1 <u>Recurring Rates:</u>	<u>Rate</u>
(A) Local Switching, per AMOU	\$.022468
(B) Tandem Switching, per AMOU	\$.002315
(C) Tandem-Switched Facility, per AMOU/mile	\$.000182
(D) Tandem-Switched Termination, per AMOU	\$.000946
8.2.2 <u>Nonrecurring Charges</u>	<u>Charges</u>
(A) <u>Local Transport – Installation Per Entrance Facility</u>	
- Voice Grade Two-Wire	
- Voice Grade Four-Wire	
- High Capacity DS1	
- High Capacity DS3	
(B) <u>Interim NXX Translation Per Order - Per LATA or Market Area</u>	
(C) <u>Trunk Activation</u>	
- Per 24 Trunks Converted or Fraction thereof on a Per Order Basis	

* The Company's Interstate Switched Access Service recurring rates and applicable non-recurring charges shall be no higher than the Incumbent Local Exchange Carrier's equivalent rates in whose serving area the Company is providing service. If such Incumbent LEC should file changes to its Interstate Switched Access Service rates, the Company's Interstate Switched Access Service rates shall be revised as needed to remain no higher than the Incumbent's revised rates.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

455

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service (Cont'd)

8.2.3	Network Blocking per Blocked Call	<u>Rate</u>
	Applies to FGD only	\$.03
8.2.4	800 Data Base Access Service Queries	
	Per Query	\$.01

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

456

ACCESS SERVICE

8. Rates and Charges (Cont'd)

8.3 Other Services

8.3.1 Miscellaneous Services

Each Half Hour
or Fraction Thereof

(A)	<u>Additional Cooperative Acceptance Testing - Switched Access</u>	
	- Testing Period - Basic Time	\$18.00
	- Testing Period - Overtime	\$27.00
	- Testing Period - Premium Time	\$36.00
		Nonrecurring Charge*
(B)	<u>Presubscription/PIC Change</u>	\$ 5.00
	(Manual)	\$ 5.50
	(Electronic)	\$ 1.25
	(Manual with Intra and Inter changes)	\$ 2.75
	(Electronic with Intra and Inter changes)	\$ 0.63
(C)	<u>Unauthorized PIC Change</u>	
	- Residence/Business Per Telephone Exchange Service Line or Trunk	\$50.00
	- Per Pay Telephone Exchange Service Line or Trunk	\$57.00
(D)	<u>Blocking Service</u>	\$11.00
(E)	<u>Billing Name and Address Service</u>	
	- Per BNA Order	\$50.00
	- Per BNA Record	\$ 0.33
	- Optional Magnetic Tape Charge-Per Magnetic Tape	\$91.00
	- Optional Format Programming Charge - Per each half hour or fraction thereof	\$37.00

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

8. Rates and Charges (Cont'd)

8.3 Other Services (Cont'd)

8.3.1 Miscellaneous Services (Cont'd)

		Nonrecurring Charge
(F)	<u>Service Order Charge</u>	\$136.00
(G)	<u>Access Order Change Charge</u>	*
(H)	<u>Design Change Charge</u>	\$53.00
(I)	<u>Miscellaneous Service Order Charge</u>	\$53.00
(J)	<u>Cancellation of Access Order Charge</u>	*
(K)	<u>Maintenance of Service Charge</u>	*
(L)	<u>Additional Engineering On Labor Charge</u> (Each hour or fraction thereof)	*
(M)	<u>Testing</u> (Each half hour or fraction thereof)	\$18.00
(N)	SLC	
		Monthly Charge
		Residential/Single Line Business Multi-Line Business (per line)
	Individual line or trunk, each	\$6.50 \$9.50
(O)	LNP	*

* The Company's Interstate Switched Access Service recurring rates and applicable non-recurring charges shall be no higher than the Incumbent Local Exchange Carrier's equivalent rates in whose serving area the Company is providing service. If such Incumbent LEC should file changes to its Interstate Switched Access Service rates, the Company's Interstate Switched Access Service rates shall be revised as needed to remain no higher than the Incumbent's revised rates.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

NATIVE AMERICAN TELCOM, LLC

TARIFF C.C.S.T. NO. 1

Original Title Page

ACCESS SERVICE

**REGULATIONS, RATES AND CHARGES
APPLYING TO THE PROVISION OF ACCESS SERVICE
FOR CONNECTION TO INTRASTATE COMMUNICATIONS
FACILITIES AND SERVICES FURNISHED BY**

NATIVE AMERICAN TELECOM, LLC

**AND ITS CONCURRING CARRIERS BETWEEN
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN**

**Transmittal No. 1
Issued: September 1, 2009**

Effective: September 1, 2009

**Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110**

EXHIBIT F

459

ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 through 86 of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title							
Page	Original	33	Original	66	Original		
1	Original	34	Original	67	Original		
2	Original	35	Original	68	Original		
3	Original	36	Original	69	Original		
4	Original	37	Original	70	Original		
5	Original	38	Original	71	Original		
6	Original	39	Original	72	Original		
7	Original	40	Original	73	Original		
8	Original	41	Original	74	Original		
9	Original	42	Original	75	Original		
10	Original	43	Original	76	Original		
11	Original	44	Original	77	Original		
12	Original	45	Original	78	Original		
13	Original	46	Original	79	Original		
14	Original	47	Original	80	Original		
15	Original	48	Original	81	Original		
16	Original	49	Original	82	Original		
17	Original	50	Original	83	Original		
18	Original	51	Original	84	Original		
19	Original	52	Original	85	Original		
20	Original	53	Original	86	Original		
21	Original	54	Original				
22	Original	55	Original				
23	Original	56	Original				
24	Original	57	Original				
25	Original	58	Original				
26	Original	59	Original				
27	Original	60	Original				
28	Original	61	Original				
29	Original	62	Original				
30	Original	63	Original				
31	Original	64	Original				
32	Original	65	Original				

Transmittal No. 1
 Issued: September 1, 2009

Effective: September 1, 2009

Tom Reiman, President
 6710 E. Split Rock Circle
 Sioux Falls, SD 57110

460

ACCESS SERVICE

TABLE OF CONTENTS

	<u>Page</u>
ISSUING CARRIER - TITLE PAGE	
CHECK SHEET	1
TABLE OF CONTENTS	2
OTHER PARTICIPATING CARRIERS	6
SYMBOLS	7
ABBREVIATIONS	8
DEFINITIONS	9
REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS	13
1. APPLICATION OF TARIFF	14
2. GENERAL REGULATIONS	15
2.1 Undertaking of the Company	15
2.1.1 Scope	15
2.1.2 Terms and Conditions	15
2.1.3 Limitations	16
2.1.3.1 Assignment or Transfer of Services	16
2.1.3.2 Provisioning Sequence	17
2.1.3.3 Ownership of Facilities	17
2.1.3.4 Liability	18
2.1.4 Provision of Services, Equipment and Facilities	21
2.1.5 Services, Equipment or Facilities	22
2.1.6 Notification of Service-Affecting Activities	24
2.1.7 Non-routine Installation	25
2.1.8 Special Construction/Special Arrangements	25
2.2 Obligations of the Customer	26
2.2.1 Claims	29
2.3 Customer Equipment and Channels	29
2.3.1 General	29
2.3.2 Terminal Equipment	29
2.3.3 Interconnection of Facilities	30
2.3.4 Inspections	32
2.3.5 Prohibited Uses	33
2.3.6 Customer Provided Equipment	34

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

461

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>	
2.4	Payment Arrangements	35
2.4.1	Payment for Service	35
2.4.2	Billing and Collection of Charges	37
2.4.3	Advance Payments	39
2.4.4	Jurisdictional Reporting Requirements	39
2.4.5	Deposits	41
2.4.6	Discontinuance of Service	43
2.4.7	Cancellation of Application for Service	44
2.4.8	Changes in Service Requested	45
2.4.9	Allowances for Interruptions in Service	45
2.4.10	Billing Disputes	48
2.5	Access Billing	50
2.5.1	Title or Ownership Rights	50
2.5.2	Billing Standards	50
2.5.3	Meet Point Billing	51
2.5.4	Duration of Use Charges	52
2.5.5	Distance Charges	53
2.5.6	Suspension, Termination or Refusal of Service	54
2.5.7	Exceptions to Suspension, Termination or Refusal of Service	55
2.6	Cancellation by Customer	56
2.6.1	General	56
2.6.2	Cancellation of Contract Services	56
2.6.3	Cancellation of Application for Service	57
3.	ACCESS ORDERING	58
3.1	General	58
3.1.1	Service Installation	58
3.1.2	Expedited Orders	59
3.1.3	Selection of Facilities	59
3.1.4	Constructive Ordering	59
3.2	Ordering Requirements	59
3.2.1	Switched Access Service Feature Group D	59

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

46

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
3. ACCESS ORDERING CHARGES (CONT'D)	60
3.3 Access Ordering Charges	60
3.3.1 Access Order Charge	60
3.3.2 Access Order Change Charge	60
3.3.3 Service Date Change Charge	61
3.3.4 Design Change Charge	61
3.3.5 Miscellaneous Service Order Charge	62
3.3.6 Cancellation of Access Order Charge	62
4. RESERVED FOR FUTURE USE	63
5. RESERVED FOR FUTURE USE	64
6. SWITCHED ACCESS SERVICE	65
6.1 General	65
6.1.1 Rate Categories	66
6.2 Switched Access Service Specifications - Company Requirements	67
6.2.1 Network Management	67
6.2.2 Transmission Specifications	68
6.2.3 Testing	68
6.2.4 Report Requirements	68
6.3 Toll Free Service Access Database Service	69
6.4 Rate Regulations	70
6.4.1 Description and Application of Rates	70
6.4.2 Contracts and Individual Case Basis Rates	70
7. MISCELLANEOUS ACCESS SERVICE	71
7.1 General	71
7.2 Services Offered	71
7.2.1 Special Construction	71
7.2.2 Additional Engineering or Labor	71
7.2.3 Testing	72

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

TABLE OF CONTENTS (Cont'd)

	<u>Page</u>
7. MISCELLANEOUS ACCESS SERVICE (CONT'D)	
7.2 Services Offered (Cont'd)	
7.2.4 Presubscription	72
7.2.5 Maintenance of Service	73
7.2.6 Specialized Service or Arrangements	73
7.2.7 Blocking Service	74
7.2.8 Billing Name and Address Service	76
7.2.9 Subscriber Line Charge	80
7.2.10 Local Number Portability (LNP)	80
7.2.11 Federal Universal Service Fee	81
8. RATES AND CHARGES	82
8.1 General	82
8.2 Switched Access Service	83
8.2.1 Recurring Rates	83
8.2.2 Nonrecurring Rates	83
8.2.3 Network Blocking per Blocked Call	84
8.2.4 800 Data Base Access Service Queries	84
8.3 Other Services	85
8.3.1 Miscellaneous Services	85

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

464

NATIVE AMERICAN TELECOM, LLC

TARIFF C.C.S.T. NO. 1
Original Page No. 6

ACCESS SERVICE

CONCURRING CARRIERS

NO CONCURRING CARRIERS

CONNECTING CARRIERS

NO CONNECTING CARRIERS

OTHER PARTICIPATING CARRIERS

NO OTHER PARTICIPATING CARRIERS

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

465

ACCESS SERVICE

SYMBOLS

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

- (C) To Signify changed regulation
- (D) To Signify discontinued regulation or rate
- (I) To Signify increase
- (L) 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

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

466

ACCESS SERVICE

ABBREVIATIONS

ANI	Automatic Number Identification
BHMC	Busy Hour Minutes of Capacity
CABS	Carrier Access Billing
CDP	Customer Designated Premises
CI	Channel Interface
CL	Common Line
DA	Directory Assistance
EF	Entrance Facility
EU	End User
FCC	Federal Communications Commission
FG	Feature Group
IC	Interexchange Carrier
LATA	Local Access & Transport Area
MPB	Meet Point Billing
MTS	Message Toll Service
NRC	Nonrecurring Charge
POT	Point of Termination
USF	Universal Service Fund

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

467

ACCESS SERVICE

DEFINITIONS

Access: For the purposes of this tariff, the ability to enter or exit a local exchange network in order to originate or terminate an Intrastate communication.

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

Access Service: Services provided by the Company, or jointly by the Company and one or more other carriers, that provide Access.

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

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Central Office, switch, or equivalent facility.

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Company: NATIVE AMERICAN TELECOM, LLC, the issuer of this tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

Constructive Order: In the absence of an Access Service Request or other written or oral order, any delivery of calls to or receipt of calls from any Customer of the Company's services constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection an IXC as an End User's Presubscribed Interexchange Carrier constitutes a Constructive Order for switched access by an IXC.

Customer: The term "Customer" refers to any person, firm, partnership, corporation or other entity including, but not limited to conference call service provider, chat line provider, calling card provider, call center, help desk provider, internet service provider, international provider operating within the United States, and residential and/or business service subscribers, which uses service under the terms and conditions of this tariff and is responsible for payment of charges. The term "Customer" also refers to an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach End Users. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff. The Company may, in its discretion, assess Customers fees and surcharges, which may include, but are not limited to Subscriber Line Charges, access charges, Federal Universal Service Fund charges, and/or state and federal taxes and regulatory fees.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

468

ACCESS SERVICE

DEFINITIONS (Cont'd)

Customer Serving Wire Center: The end office or wire center from which a customer normally receives a dial tone. The point for a circuit's first point of trunking or switching.

Dedicated Facility: A facility, circuit or equipment system or subsystem set aside for the sole use of a specific customer.

End User : Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which subscribes to or otherwise uses local exchange services, interexchange services, Commercial Mobile Radio Service or other wireless services, VoIP services, or other services provided by a local exchange carrier, common carrier, Wireless Provider, VoIP Provider, or other provider of services that transit the Company's facilities. The End User may be, but need not be, the customer of an Interexchange Carrier and may or may not be a customer of the Company. The Company may, in its discretion, assess End User fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

End User Common Line Charge (EUCL): See Subscriber Line Charge.

End User Premises: End User Premises may include space where the End User has designated equipment within the Company's central office, carrier hotel, or any other premises.

Exchange: A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specific area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Hub: A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis or ICB - An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Customer's situation. ICB specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, Intrastate or international communication for hire by any means between two or more exchanges.

** Material previously found on this page has been moved to First Revised Page 11.*

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

469

ACCESS SERVICE

DEFINITIONS (Cont'd)

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff C.C.S.T.. No. 4 or its successor tariff(s).

Local Exchange: The area, served by one or more central offices, within which a subscriber for exchange service may make telephone Calls without incurring a toll charge.

Meet Point: A point designated by two local exchange carriers for billing purposes.

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

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

Nonrecurring Charge (NRC): A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions: These are features and functions a customer may order to improve the quality or utility of Access Services.

Originating Access: Access service that allows traffic (e.g., Calls) initiated by an End User in a local exchange maintained by the Company to be routed to an NPA-NXX associated with another exchange.

Point of Termination: The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises: The space occupied by a Customer, End User or authorized user in a building or buildings. End User premises may also denote an area where the Customer has placed equipment in the Company's collocation space or carrier hotel.

Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll Calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

** Material previously found on this page has been moved to First Revised Page 12.*

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

DEFINITIONS (Cont'd)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, or on the date upon which the Company begins to provide service to the Customer, whichever is earlier. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: Unless service is initiated by a Constructive Order, a written request for Access Services must be initiated by the Customer to the Company in the format devised by the Company, or in the alternative, the submission of an Access Service Request (ASR) by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date.

Subscriber Line Charge (SLC) or End User Common Line Charge (EUCL): A fee imposed on a per access line, or a per port basis in the case of collocated Customers, that recovers part of the cost of the Carrier's local network. This fee is regulated and capped by the Federal Communications Commission and is assessed on a monthly basis. Customers that purchase End User Access Services, or collocate equipment in the Company's central office and/or carrier hotel are subject to this fee, subject to the terms in Section 7.2.9 of this tariff.

Switched Access Service: Access to the switched network of the Company and/or any other local exchange carrier for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this tariff.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Access: Access service that allows traffic (e.g., Calls) to be delivered to an NPA-NXX associated with a Company exchange as such traffic originates from another exchange. Terminating Access traffic may include long distance voice telephone Calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: A building in which central offices, used for the provision of local exchange services, are located.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

471

NATIVE AMERICAN TELECOM, LLC

TARIFF C.C.S.T. NO. 1

Original Page No. 13

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The following tariffs are referenced in this tariff and may be obtained as shown:

National Exchange Carrier Association
100 S. Jefferson
Whippany, NJ
Wire Center Information
Tariff FCC No. 4

National Exchange Carrier Association
100 S. Jefferson
Whippany, NJ
Wire Center Information
Tariff FCC No. 5

NECA technical publication—PUB AS No. 1, Issue II Access Service
Issued May 1994

The Local Exchange Routing Guide (LERG) is referenced in this tariff
and may be obtained from:

Telcordia Technologies
Customer Services Division
60 New England Avenue
Piscataway, NJ

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

472

ACCESS SERVICE

1. APPLICATION OF TARIFF

- 1.1 This tariff sets forth the regulations, rates and charges for the provision of Intrastate Access services and facilities (hereinafter "Services") by NATIVE AMERICAN TELECOM, LLC into, out of and within the State of South Dakota.
- 1.2 Services provided by NATIVE AMERICAN TELECOM, LLC, (hereinafter the "Company") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

473

ACCESS SERVICE

2. GENERAL REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to provide the Service(s), subject to the availability of necessary facilities. The Company is responsible only for the installation, operation, and maintenance of the services and facilities it provides. The Company does not warrant that its services and facilities meet standards other than those expressly set forth in this tariff.

2.1.2 Terms and Conditions

2.1.2.1 When and where facilities are available, Services are provided 24 hours daily, seven days per week except as set forth in other applicable sections of this tariff. Service is provided on the basis of a minimum period of one month. For purposes of computing charges in this tariff, a month is considered to have 30 days.

2.1.2.2 Customers may be required to enter written service orders (ASR) with specific descriptions of service(s) ordered as more specifically covered in the Access Ordering (section 3) of this tariff. However, if any Customer makes use of any Service, the Customer shall be deemed to have made a Constructive Order, and the failure to enter into a written or oral service agreement will not eliminate any payment obligation, whether or not an application for service or ASR has been executed or submitted.

2.1.2.3 The Company does not undertake to transmit messages under this tariff or jointly participate in the Customer's communications. The Customer shall be solely responsible for message content.

2.1.2.4 The Company will, for maintenance purposes, test its service to the extent necessary to detect and/or clear troubles.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.2 Terms and Conditions (Cont'd)

2.1.2.5 At the expiration of the initial term specified in each service order, or in any extension thereof, Service shall continue on a month-to-month basis at the then-current rates unless terminated by either party upon 30 days written notice. Any notice of termination shall not relieve Customer of its obligation to pay any charges incurred under the service order and this tariff prior to cessation of the Service.

2.1.2.6 Service may be terminated on written notice to the Customer if the Customer is using the service in violation of the tariff or the Customer is using the service in violation of the law.

2.1.2.7 This tariff shall be interpreted and governed by the rules and/or guidelines of the Federal Communications Commission.

2.1.3 Limitations

2.1.3.1 Assignment or Transfer of Services

The Customer may assign or transfer the use of Service(s) provided under this tariff only where there is no interruption of use or relocation of the Service(s). Such assignment or transfer may be made to:

- (1) 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 any termination liability applicable to such Service(s).
- (2) In all cases of assignment or transfer, the written acknowledgment of the Company is required prior to such assignment or transfer. This acknowledgment shall be made within 15 days from the receipt of notification. All regulations and conditions contained in this tariff shall apply to such assignee or transfer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.1 Assignment or Transfer of Services (Cont'd)

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

2.1.3.2 Provisioning Sequence

The Services offered herein will be provided to Customers on a first-come, first-served basis. The first-come, first-received sequence shall be based on the received time and date recorded by stamp or other notation by the Company on the applicable Service Order or Access Service Request. Service Orders and ASRs must contain all the required information for each respective Service so delineated in other sections of this tariff. The Customer's Service Order or ASR will not be deemed to have been received until such information is provided. Nothing herein shall be deemed to excuse Customer's obligation to make payment and otherwise comply with this tariff in the event of any Constructive Order.

2.1.3.3 Ownership of Facilities

The title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors, or successors and assigns.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability

2.1.3.4.1 With respect to any and all claims or suits, regardless of the theory of liability, the liability of the Company for damages arising out of the installation, provision, furnishing, termination, maintenance, repair, or restoration of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representations, or use of these services or arising out of failure to furnish the Service, whether caused by acts or omission, shall be limited to an amount which shall not exceed an amount equal to the proportionate charge for the period during which the Service was affected. The grant of such an amount for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company Service or equipment, or facilities, or the acts or omissions or negligence of the Company's employees, agents, or contractors.

2.1.3.4.2 The Company shall not be liable for any delay or, failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion, or other catastrophes; any law, order, regulation, direction, action, or request of the U. S. Government, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

477

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.3 The Company shall not be liable for (a) any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for connection to or in connection with the Company's Services; or (b) for the acts or omissions of common carriers or warehousemen.

2.1.3.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer arising from or related to the failure or malfunction of Customer-provided equipment or facilities.

2.1.3.4.5 The Company does not guarantee nor make any warranty with respect to Services it provides for use in an explosive atmosphere. The Customer shall indemnify, defend, and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any Service so provided.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

478

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

2.1.3.4.10 If any provision within this tariff is held to be unenforceable, the rest of this tariff will remain in full-force and effect.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services, Equipment, and Facilities

2.1.4.1 The Company shall use reasonable efforts to make available Service(s) to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this tariff, and subject to the availability of facilities and services, including those provided by other carriers relied upon by the Company for the provision of the Company's Service(s). The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing Service to any Customer.

2.1.4.2 The Company shall use reasonable efforts to maintain Services, facilities and equipment that it furnishes to the Customer. The Customer may not, nor may Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the Services, facilities, or equipment installed by the Company, except upon written consent of the Company. The Company's sole liability with respect to any failure to furnish Services, facilities, or equipment shall be a credit as set forth in Section 2.4.9.1 of this tariff.

2.1.4.3 The Company may substitute, change, or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the Service provided the Customer.

2.1.4.4 Equipment the Company provides or installs at the Customer Premises for use in connection with the Service(s) the Company offers shall not be used for any purpose other than that for which the Company provided it.

2.1.4.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's employees, contractors, or agents to the premises of the Customer when the Service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

480

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Provision of Services, Equipment, and Facilities (Cont'd)

2.1.4.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities or Service(s) offered under this tariff, and to the maintenance and operation of such facilities or Service(s). Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in such transmission;
- (b) or the reception of signals by Customer-provided Equipment.

2.1.5 Services, Equipment, or Facilities

2.1.5.1 The Company will provide to the Customer, upon reasonable notice, the Service(s) offered in other applicable sections of this tariff at rates and charges specified therein. Service(s) will be made available to the extent that such Service(s) is or can be made available with reasonable effort, and after provision has been made for the Company's telephone exchange services.

2.1.5.2 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered, when necessary because of a lack of facilities or due to some other cause beyond the Company's control.

2.1.5.3 The Service(s) provided under this tariff will include any entrance cable or drop wiring and wire or intra-building cable to that point where provision is made for termination of the Company's outside distribution network facilities at a suitable location inside a Customer Designated Premises. Such wiring or cable will be installed by the Company to the Point of Demarcation.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services, Equipment, or Facilities (Cont'd)

2.1.5.4 The Company may, where such action is reasonably required in the operation of its business, substitute, change or rearrange any facilities used in providing Service(s) under this tariff. The Company shall not be responsible if any such substitution, change or rearrangement renders any Customer-provided equipment, facilities, or service(s) obsolete or requires modification or alteration thereof or otherwise affects the operating characteristics of the equipment, facility or service. The Company will provide reasonable notification to the Customer in writing where reasonably possible. The Company will work cooperatively with the Customer and provide reasonable time for any redesign and implementation required by the change in operating characteristics.

2.1.5.5 The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.5 Services, Equipment, or Facilities (Cont'd)

2.1.5.8 The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided equipment, unless otherwise agreed to upon terms mutually acceptable to both the Company and the Customer and evidenced by a signed written document. Where such equipment is connected to the facilities furnished under this tariff, the responsibility of the Company shall be limited to the furnishing of Services and associated facilities and equipment offered under this tariff and to the maintenance and operation of such Services. Subject to this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer-provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.6 Notification of Service-Affecting Activities

2.1.6.1 The Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements, and routine preventive maintenance. Generally, such activities are not specific to an individual Customer, but affect many Customers' Service(s). No specific advance notice period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer might not be possible.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 Non-Routine Installation

2.1.7.1 At the Customer's request, installation and/or maintenance may be performed (in the Company's sole discretion) outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional installation charges will be adjusted to reflect increases in costs incurred by the Company.

2.1.8 Special Construction/Special Arrangements

2.1.8.1 Subject to the plans of the Company and to all of the regulations contained in this tariff, special construction or special arrangements to acquire facilities may be undertaken (in the Company's sole discretion) on a reasonable-efforts basis at the request of the Customer. Special construction is that construction undertaken of a type other than that which the Company would normally utilize in furnishing its Service(s): e.g., over a route other than that which the Company utilizes in furnishing its Service(s); where facilities are not presently available, and no other requirement exists for the facilities so constructed; on a temporary basis until permanent facilities are available; in a quantity greater than that which the Company would normally construct; facilities required on an expedited basis and/or requiring abnormal costs; or in advance of its normal construction. Special Construction charges will be determined and approved by the Customer prior to the start of such construction.

2.1.8.2 Special arrangements generally refer to the procurement of facilities where Company facilities are not available and where arrangements or agreements from another entity are required to provision the Service.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

The Customer shall be responsible for the following:

- (a) ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) the Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;
- (c) N/A
- (d) payment of all applicable charges for use of the Services;
- (e) damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (g) where applicable, obtaining, maintaining, and otherwise having full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the permissions, approvals, consents, licenses, permits, and rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;
- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (i) complying with all laws and regulations applicable to, and obtaining all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under 2.2(g) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (j) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:
- Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
 - Causes damage to Company-provided facilities;
 - Interferes with the privacy of communications;
 - Creates a hazard to the Company's employees, contractors, or agents or the public; or
 - Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.
- (l) The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if it takes Service provided by the Company, whether or not an application or order for service or ASR has been executed or submitted. Customer is liable for payment of all calls that originate on its network, including actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).
- (m) The Customer shall reimburse the Company for damages to Company facilities utilized to provide services under this tariff caused by the negligence or willful act of the Customer, or resulting from improper use of the Company facilities, or due to malfunction of any facilities or equipment provided for or by the customer. Nothing in the foregoing provision shall be interpreted to hold one Customer liable for another Customer's actions. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage, and the Customer shall be subrogated to the right of recovery by the Company for the damages to the extent of such payment.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

487

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

2.2.1 Claims

With respect to any Service, facility, or equipment provided by the Company, Customer shall indemnify, defend, and hold harmless the Company from and against all claims, actions, damages, liabilities, costs, and expenses for:

- (a) any loss, destruction, or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees, or invitees of either party, arising out of any act or omission of the Customer, its employees, agents, representatives, or invitees in the course of using the Services, facilities, or equipment provided under this tariff; or
- (b) any claim, loss, damage, expense, or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's Service(s) and facilities in a manner not contemplated by the agreement between Customer and Company.

2.3 Customer Equipment and Channels

2.3.1 General

A Customer may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily, but not exclusively, for the transmission of voice grade telephonic signals, except as otherwise stated in this tariff. The Company does not guarantee that its Service(s) will be suitable for any particular purposes other than as specifically and expressly stated in this tariff.

2.3.2 Terminal Equipment

- 2.3.2.1 Terminal equipment on the Customer Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

 488

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.2 Terminal Equipment (Cont'd)

2.3.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.3.3 Interconnection of Facilities

2.3.3.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established from time to time by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.3.3.2 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.

2.3.3.3 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities (Cont'd)

- 2.3.3.4 If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning terminal equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.
- 2.3.3.5 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with the terms and conditions of the tariffs or contracts of other communications carriers which are applicable to such connections.
- 2.3.3.6 Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications pursuant to Part 68 of Title 47, Code of Federal Regulations; and all Customer-provided wiring shall be installed and maintained in compliance with those regulations.
- 2.3.3.7 If harm to the Company's network, personnel or services is imminent or is occurring due to interconnection with another carrier's services or use of unauthorized or malfunctioning terminal equipment, the Company reserves the right to terminate Customer's service immediately, with no prior notice required.
- 2.3.3.8 Connection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or systems with Company's facilities. Customer shall secure all licenses, permits, approvals, authorizations, consent, permissions, rights-of-way, and other arrangements necessary for such interconnection.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.3 Interconnection of Facilities (Cont'd)

2.3.3.9 The Customer shall ensure that the facilities or equipment provided by another carrier are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon five (5) days written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon additional five (5) days written notice, terminate the Service.

2.3.4 Inspections

2.3.4.1 Upon notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Sections 2.3.2 and 2.3.3 for interconnection of facilities and/or the installation, operation and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.4.2 If protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within five days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension or termination of service, to protect its facilities, equipment and personnel from harm.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

- 2.3.5.1 The Service(s) that the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental and other third-party approvals, authorization, licenses, consents, and permits.
- 2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.
- 2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.6 Customer-Provided Equipment

- 2.3.6.1 The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not represent that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.
- 2.3.6.2 Unless otherwise agreed to in writing by the Company and the Customer, terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the Customer. The Customer is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's network, unless otherwise agreed to in writing by the Company and the Customer.
- 2.3.6.3 Unless otherwise agreed to in writing by the Company and the Customer, the Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

493

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.6 Customer-Provided Equipment (Cont'd)

2.3.6.4 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements under this Section 2.18 for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

2.3.6.5 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company may, upon five (5) days written notice, require the use of additional protective equipment at the Customer's expense. If this written notice fails to remedy any protective deficiencies or potential harm, the Company may, upon additional five (5) days written notice, terminate the existing service of the Customer.

2.3.6.6 If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

2.4 Payment Arrangements

2.4.1 Payment for Service

The Company shall bill on a current basis all charges incurred by and credits due to the Customer under this tariff attributable to Service(s) established or discontinued during the preceding billing period.

The Customer is responsible for the payment of all charges for Service(s) furnished by the Company. All bills are due 31 days after the bill day (payment date) or by the next bill date, whichever is the shortest interval, and are payable in immediately available funds. If such payment date would cause payment to become due on a Saturday, Sunday, or holiday (as recognized in Sioux Falls, South Dakota), such payment shall be due on the next business day.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4.1 Payment for Service (Cont'd)

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

2.4.1.2 Without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including Calls which the Customer did not individually authorize, including any and all fraudulent or allegedly fraudulent calls that originate on the Customer's network;
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's services and/or activities, whether or not accompanied by a Service Order or ASR.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

- 2.4.2.1 The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within two (2) years of the date upon which service was provided.
- 2.4.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period.
- a) Customer's billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.
- 2.4.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date.
- 2.4.2.4 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided.
- 2.4.2.5 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs.
- 2.4.2.6 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days.
- 2.4.2.7 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

2.4.2.8 Customer disputes with respect to billed amounts shall be addressed and resolved pursuant to Section 2.4.10 of this tariff.

2.4.2.9 If the Customer disputes the bill on or before the payment date, any late payment charge for the disputed amount will not start until 10 days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount.

2.4.2.10 In addition to other penalties or fees, the Customer will be assessed a charge of twenty dollars (\$20) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account.

2.4.2.11 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements (Cont'd)

2.4.3 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before Services are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the Service. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

2.4.4 Jurisdictional Reporting Requirements

2.4.4.1 The Company will use reasonable efforts to determine the jurisdiction of traffic from call detail records consistent with FCC precedent and industry standards, and will bill the Customer for Services pursuant to the jurisdictional determination it makes in its sole discretion based upon such information. For those circumstances in which the Company cannot determine the jurisdictional nature of Customer traffic, the Customer must provide a projected estimate of its traffic, expressed as a percent of Intrastate use factor ("the PIU Factor") for the split between Intrastate and intrastate jurisdictions. The Company will use the PIU Factor to apportion minutes for which information was insufficient to determine jurisdiction. The PIU Factor must be expressed as a whole number, and provided at such time as the Customer orders or first begins to use Services provided by the Company. Updates to the PIU Factor may be made by the Customer not more frequently than quarterly. When mixed Intrastate and intrastate access is provided, all charges, including non-recurring charges, usage charges, and optional features and functions will be prorated between the jurisdictions. If the Customer fails to provide a PIU Factor, the Company will use an assumed PIU Factor of 50 (*i.e.*, 50% Intrastate and 50% intrastate) for the billing of all Customer traffic for which it cannot determine jurisdiction until such time as Customer provides a PIU Factor.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.4 Jurisdictional Reporting Requirements (Cont'd)

2.4.4.2 Unless otherwise agreed to in writing, the Company will rely exclusively on the PIU Factor. Company has no obligation to – and will not – verify or guarantee the correctness of Customer's estimate; provided, however, that the Customer shall keep sufficient detail from which the percentage of Intrastate use can be determined, and upon request, the Customer shall deliver the records to Company for inspection. Such a request will be initiated no more than once per six (6) months. The Customer shall supply the data for inspection within thirty (30) calendar days of the Company's request.

2.4.4.3 In the event that an inspection reveals that any Customer reported PIU Factor was incorrect, the Company shall apply the inspection result to all usage affected by the inspection. The Customer shall be back-billed for a period retroactive to the date that the incorrect percentage was reported, but not to exceed 24 months. Back-billed amounts are subject to late payment penalty, and payment shall be made in immediately available funds within 31 days from receipt of bill or by the following bill date, whichever is a shorter period. Should an inspection reveal that the misreported percentages of use has resulted in an underpayment to the Company of five percent or more of the total bill for Services provided under this tariff for the applicable month, the Customer shall reimburse the Company for the cost of the inspection. Within 15 days of completion of the inspection report, the Company will furnish a copy of the results to Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Deposits

2.4.5.1 To safeguard its interests, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be requested prior to providing Service(s) or at any time after the provision of a Service to the Customer. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills as provided for in this tariff. The deposit will not exceed an amount equal to:

- (a) two month's charges for a Service or facility which has a minimum payment period of one month; or
- (b) the charges that would apply for the minimum payment period for a Service or facility which has a minimum payment period of more than one month; except that the deposit may include an additional amount in the event that a termination charge is applicable.

2.4.5.2 A deposit may be required in addition to an advance payment.

2.4.5.3 When a Service is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the Service is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.5 Deposits (Cont'd)

2.4.5.4 Simple interest shall accrue on a deposit and shall be paid at the time the deposit is either refunded or applied to the customer's final bill for service. The interest rate used is the rate that is set for the Federal Reserve's two-year Treasury bill. Simple interest will be applied for the number of days from the date the customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.

2.4.5.5 Such a deposit may be refunded or credited to the Customer's account after a one-year, prompt-payment record is established.

2.4.5.6 In the event the provision of all service to the customer is terminated and the Company maintains a cash deposit from the Customer, the deposit and any accrued, uncredited interest will be applied to any outstanding sums owed to the Company, and any remaining balance will be returned to the customer.

(a) The Customer will receive interest for each month or portion thereof that a deposit is held at the Federal Reserve's two-year Treasury bill rate.

(i) On or before December 1 of any year for the period from January 1 to June 30 of the succeeding year, or

(ii) On or after June 1 of any year for the period from July 1 to December 31 of that year.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

2.4.6.2 In the Company's sole discretion, upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period.

2.4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

2.4.6.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

502

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.7 Cancellation of Application for Service

Provisions for the cancellation of Service Order, ASR, or other application for Service (collectively, "Applications for Service") are provided here and are set forth in other applicable sections of this tariff.

2.4.7.1 Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits Customer to cancel Applications for Service prior to the Service Commencement Date or prior to any special construction, no charges will be imposed except for those specified below.

2.4.7.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred shall apply, including installation charges, and all charges others levy against the Company in connection with the Company's efforts to deliver Service to the Customer.

2.4.7.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs the Company incurred shall apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with special construction or arrangements incurred by the Company.

2.4.7.4 The special charges described in 2.4.7.1 through 2.4.7.3 will be calculated and applied on a case-by-case basis.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.8 Changes in Service Requested

2.4.8.1 If the Customer makes or requests material changes in circuit engineering, equipment specification service parameters, premises locations, or requests expedited provisioning, or otherwise materially modifies any provision of the application for service, the Customer's installation fee and/or recurring charges shall be adjusted accordingly.

2.4.9 Allowances for Interruptions in Service

A Service is interrupted when it becomes unusable to the Customer because of a failure of a facility component used to furnish Service under this tariff or in the event that the protective controls applied by the Company result in a complete loss of Service by the Customer. An interruption begins when an inoperable Service is reported to the Company and ends when the Service is operable. If the Customer reports a Service, facility or circuit inoperable, but declines to release it for testing and repair, it is considered to be adversely affected, but not interrupted. 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 provided.

2.4.9.1 For the Services provided under this tariff, no credit shall be allowed for an interruption of less than 24 hours. The Customer shall be credited for an interruption of 24 hours or more at the rate of 1/30 of any applicable monthly rate or assumed minutes of use charge for each period of 24 hours.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reirman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

The credit allowance(s) for an interruption or for a series of interruptions shall not exceed any monthly rate for the Service interrupted in any one monthly billing period.

2.4.9.2 A credit allowance does not apply in the following cases:

- (a) Interruptions caused by the negligence of, or noncompliance with the provisions of this tariff by the Customer, or other common carrier or provider providing service connected to the Service of the Company.
- (b) Interruptions of a Service due to the failure of equipment or systems provided by the Customer or others.
- (c) Interruptions of a Service during any period in which the Company is not afforded access to any premises.
- (d) Interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements.
- (e) Interruptions of Service due to circumstances or causes beyond the control of the Company or where the Customer continues to use the Service on an impaired basis.
- (f) In the case of an interruption to any Service, allowance for the period of interruption if the interruption is not due to the negligence of the Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.9 Allowances for Interruptions in Service (Cont'd)

2.4.9.3 Use of an Alternative Service Provided by the Company.

Should the Customer elect to use an alternative Service provided by the Company during the period that a Service is interrupted, the Customer must pay the tariffed rates and charges for the alternative Service used.

2.4.9.4 Re-establishment of Service Following Fire, Flood, etc.

Charges do not apply for the re-establishment of Service following a fire, flood or other occurrence attributed to an Act of God provided that the service: (1) is the same type as was in service prior to the occurrence; (2) is for the same Customer at the same location on the same premises; and is (3) reestablished within 31 days of the occurrence. The 31 days may be extended a reasonable period if the renovation of the original location on the premises is not practical. Nonrecurring charges would apply for establishing Service at a new location on the same premises or for temporary Service at a different premises pending re-establishment of Service at the original location. The Customer shall, in cooperation with the Company, participate in planning the actions to be taken to enable or maintain maximum network capability following natural or man-made disasters affecting Service(s).

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes

2.4.10.1 General

All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute. The Company will be the sole determiner of a frivolous dispute.

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts.

2.4.10.2 Late Payment Charge

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a late payment charge set forth in 2.4.2.7, preceding.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

507

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes (Cont'd)

2.4.10.3 Adjustments or Refunds to the Customer

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this tariff, the Company will credit the Customer's account for any overpayment by the Customer in the billing period following the resolution of the dispute.

In the event that the Company resolves the billing dispute in favor of a Customer who has paid the total amount of the disputed bill as required by this tariff but canceled the service, the Company will issue a refund of any overpayment by the Customer.

All adjustments or refunds provided by the Company to the Customer at the Customer's request, or provided by the Company to the Customer by way of compromise of a billing dispute, and which are accepted by the Customer, are final and constitute full satisfaction, settlement, and/or compromise of all of the Customer's claims for the billing period for which the adjustment or refund was issued.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing

2.5.1 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 leasehold, title, or ownership rights to proposals, equipment, or facilities developed or utilized respectively by the Company in provision of such Services.

2.5.2 Billing Standards

2.5.2.1 The Company shall produce access bills in general conformance with accepted industry standards for companies that do not provide bills under a mechanized Carrier Access Billing System/Billing Output Specification (CABS/BOS) equivalent System. Access Bills will be consistent with the Small Exchange Carrier Access Billing (SECAB) Guidelines developed by the Ordering Billing Forum (OBF) of the Alliance for Telecommunications Industry Solutions (ATIS).

2.5.2.2 An access bill is comprised of one or more billing elements, including usage sensitive charges, distance sensitive charges, flat-rated charges, individual-case-based (ICB) charges, and non-recurring or special miscellaneous charges that may be appropriate.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.3 Meet Point Billing

When an access service is provided by more than one telecommunications carrier, each such carrier must ensure that appropriate usage information is provided to the other for access minutes purposes.

2.5.3.1 The Company will provide Service under a multiple bill option. Under a multiple bill option, each Company providing Service will render an access bill to the Customer for its portion of the Service based on its access tariff rates and regulations.

2.5.3.2 For Switched Access Multiple Bills, the end office company is generally the Initial Billing Company (IBC). The IBC is the company that calculates the access minutes to be billed to the Customer and provides these data to each connecting company providing the Service, i.e., the Subsequent Billing Company(s). Each billing company will:

- prepare its own bill;
- determine its charge(s) for access elements;
- determine and include all recurring and non-recurring rates and charges of its access tariffs;
- reflect its Billing Account Reference (BAR) and all connecting company Billing Account Cross Reference (BACR) code(s);

The Customer will remit payment directly to each bill rendering company.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.4 Duration of Use Charges

- 2.5.4.1 Customer traffic to end offices will be measured by the Company at end office switches. Originating and terminating Calls will be measured by the Company to determine the basis for computing chargeable access minutes.
- 2.5.4.2 For originating Calls over Feature Group D facilities, usage measurement begins when the originating switch receives the first wink supervisory signal.
- 2.5.4.3 The measurement of originating usage ends when the originating Feature Group D switch receives disconnect supervision.
- 2.5.4.4 For terminating Calls over Feature Group D facilities, the measurement of access minutes begins when the terminating Feature Group D switch receives answer supervision.
- 2.5.4.5 The measurement of terminating call usage over Feature Group D facilities ends when the terminating Feature Group D switch receives disconnect supervision.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.5 Distance Charges

2.5.5.1 Where charges for an access service are based on distance, the distance between two points is measured as airline distance between rate centers as listed in the National Exchange Carrier Association FCC No. 4, Wire Center Tariff or Local Exchange Routing Guide (LERG) issued by Telcordia which contains Numbering Plan Area (NPA) and Exchange Number Assignment (NXX) (area code and first three digits of a seven-digit telephone number).

2.5.5.2 The airline distance between any two rate centers is determined as follows:

- (a) Obtain the "V" (vertical) and "H" (horizontal coordinates for each rate center from the above referenced document(s),
- (b) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates,
- (c) Square the difference obtained in (b) above,
- (d) Add the square of the "V" difference and the square of the "H" difference obtained in (c) above,
- (e) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained,
- (f) Obtain the square root of the whole number result obtained in (e) above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage applicable.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.6 Suspension, Termination or Refusal of Service

2.5.6.1 Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service.

2.5.6.2 Suspension or termination of Service for nonpayment will not be made until after: (1) at least 10 days written notification has been served personally on the Customer; (2) at least 10 days after verification of receipt of certified mail has been made by the Company; or (3) at least 10 days after the Customer has refused a certified or registered written notification mailed to the Customer billing address. Service shall not be suspended or terminated for nonpayment on weekends, legal holidays or on days when the business office of the Company is not open for business.

2.5.6.3 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service.

2.5.6.4 Except as otherwise provided herein, the Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

- (a) N/A
- (b) For nonpayment of Service which has been billed but not rendered;
or
- (c) For nonpayment of billed amounts for charges other than those for any Service.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Cancellation by Customer

2.6.1 General

- A. A Customer may cancel a Service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Customer shall be responsible for payment of all bills for service furnished until the cessation of Service.
- B. Customers seeking to cancel service have an affirmative obligation to block traffic originating from or terminating to the Company's network. By originating traffic from or terminating traffic to the Company's network, the Customer will have constructively ordered the Company's switched access service and continue to be responsible for all charges incurred in connection with the use of such Service.

2.6.2 Cancellation of Contract Services

- A. If a Customer cancels an ASR or Service Order or terminates a Service before the completion of the term, or where the Customer breaches the terms in any contract with the Company, the Customer shall be required to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.6 Cancellation by Customer (Cont'd)

2.6.3 Cancellation of Application for Service

- A. Where the Company permits the Customer to cancel an Application for Service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The charges described above will be calculated and applied on a case-by-case basis.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

3. ACCESS ORDERING

3.1 General

This section sets forth the regulations and order-related charges for Service(s) shown in other sections of this tariff. Order charges are in addition to other applicable charges for Service(s) provided.

A Customer may order any number of Services of the same type and between the same premises. All details for services for a particular order must be identical except for those for multi-point Service.

The Customer shall provide to the Company the following information in addition to other requirements of this section:

- Customer name and premises address,
- Billing name and address, if different from Customer name and address,
- Customer contact name(s) and telephone number(s) for order confirmation, order provisioning information, order negotiation, interactive engineering design, installation and billing.

3.1.1 Service Installation

The Company will provide Service in accordance with the Customer's requested Service date, subject to the constraints established by the Company schedule of Service dates, the availability of facilities, and other factors as set forth in this tariff.

Installation of Service(s) will be during Company business days and hours. Customer requests for installations outside of scheduled work hours, if agreed to by the Company, will be subject to applicable additional labor charges.

The Company will not accept orders for Service that are for a date more than six months from the current date. The Company will, however, accept information for planning purposes in advance of order placement.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)3.1 General (Cont'd)

3.1.2 Expedited Orders

When a Customer orders a Service and requests a Service date that is prior to the Company's applicable interval service date of the Company, or when a Customer requests an earlier Service date than shown on an existing Service Order or ASR, the Company, in addition to other applicable charges for modification or Service date change, will determine if it can meet the requested date and what additional labor and/or extraordinary costs are required. The Customer will be notified of the additional estimated costs for authorization.

3.1.3 Selection of Facilities

The option to request a specific path or channel is not provided to the Customer, but within the purview of the Company.

3.1.4 Constructive Ordering

Notwithstanding any references to ASRs, Service Orders, or other ordering requirements in this tariff, a Customer may also obtain service via Constructive Order. A Constructive Order is initiated when Calls are delivered to or accepted from any Customer of the Company over the Company's network, and by originating traffic from or terminating traffic to the Company's network, the Customer agrees to have ordered and will pay for the Company's Services pursuant to this tariff. Similarly, the selection of an IXC by an End User as the End User's PIC constitutes a Constructive Order for switched access by that IXC.

3.2 Ordering Requirements

3.2.1 Switched Access Service Feature Group D

When ordering Feature Group D Switched Access Service, the following information shall be provided by the Customer:

- The number of Busy Hour Minutes of Capacity (BHMC) from the customer designated premises to the end office or the number of trunks desired between the Customer designated premises and the entry switch;
- Optional Features desired; and
- Projected percentage of jurisdictional use.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges

3.3.1 Access Order Charge

An Access Order Charge is applied to all Customer requests for new, additions, or changes and rearrangements to existing Switched Access Service except as follows:

- When a Service Date Change Charge is applicable;
- When a Design Change Charge is applicable;
- When a change to a pending order does not result in the cancellation of the pending order and the issuance is a new order;
- When a Miscellaneous Service Order Charge is applicable;
- When a Presubscription Charge is applicable; or
- When a Company-initiated network reconfiguration requires a Customer's existing access service to be reconfigured.

An Access Order Charge will be applied on a per order basis to each order or copy of an order received by the Company.

3.3.2 Access Order Change Charge

Access Order Change Charges involve service date changes and/or design changes. A change would be a Customer request any time prior to the Service date for the requested Service(s). Any increase in the number of Switched Access lines, trunks or BHMC will be treated as a new order (for the increased amounts) rather than a change order.

3.3.3 Service Date Change Charge

A change of Service date is a change of the scheduled Service date by the Customer to either an earlier date or a later date which does not exceed 10 calendar days from the original Service date. The Customer may request a change of Service date on a pending Access Service Request prior to the Service date and if the Company can accommodate the change, a new Service date will be set and a service date change charge will apply.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.4 Design Change Charge

A design change is any change to an Access Service Request that requires engineering review prior to the requested service date. Design changes do not include a change of Customer Designated Premises, first point of switching Access channel type; changes of this nature require the issuance of a new order and the cancellation of the original order. Design changes would include such items as the addition or deletion of optional features or functions, change in type of transport termination, type of channel interface group or technical specification changes.

The Company will review the requested Customer change and notify the Customer whether the change is a design change, if it can be accommodated, and if a new Service date is required. On customer approval, a Design Change Charge would apply in addition to any other charges (e.g. service date change).

3.3.5 Miscellaneous Service Order Charge

A Miscellaneous Service Order Charge is for compensation of administrative expenses associated with issuing the order associated with the provision of Miscellaneous Services such as overtime repair, standby repair, testing, and other labor. The charge does not apply to Service(s) where a pending Service order exists, such as additional engineering, overtime installation, standby acceptance testing, testing with other companies with acceptance testing and additional cooperative acceptance testing.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

3. ACCESS ORDERING (Cont'd)

3.3 Access Ordering Charges (Cont'd)

3.3.6 Cancellation of Access Order Charge

A Customer may cancel a request for the installation of Service on any date prior to the Service date. The cancellation date is the date on which the Company receives written notice from the customer. When a Customer cancels an order, a Cancellation Charge will apply as follows:

- Installation of Switched Access Service facilities is considered to have started when the Company incurs any cost in connection with provisioning the Service that otherwise would not have been incurred.
- When installation of access facilities has been started prior to the cancellation, a charge equal to the lower of either the cost incurred in such installation, less net salvage, or the charges for a minimum period for the service will apply.

Any partial cancellation (e.g. cancellation in the number of trunks, channels ordered) will be treated as a cancellation and subject to applicable charges as stated in this Section.

Where the Customer cancels an order prior to the start of installation of access facilities and no costs have occurred, no charges shall apply.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

NATIVE AMERICAN TELECOM, LLC

TARIFF C.C.S.T.. NO. 1
Original Page No. 63

ACCESS SERVICE

4. RESERVED FOR FUTURE USE

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

522

NATIVE AMERICAN TELECOM, LLC

TARIFF C.C.S.T.. NO. 1
Original Page No. 64

ACCESS SERVICE

5. RESERVED FOR FUTURE USE

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

523

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE6.1 General

Switched Access Service, which is available to Customers for their use in routing or receiving traffic and/or in furnishing their services to End Users, provides a two-point communications path between a Customer and an End User. It provides for the use of common terminating switching and transport facilities. The Company provides Switched Access service, which is furnished in quantities of trunks or busy hour minutes of capacity (BHMC). Switched Access Service consists of local transport and the appropriate end office switching and functions to enable a Customer to utilize the Company's network to accept Calls originated by End Users or to deliver Calls for termination to End Users.

Switched Access Service may be provided via a variety of means and facilities, where available, to be determined by the Company and/or as indicated by the Customer on a Service Order or ASR (if applicable) as accepted by the Company. Such Services may include, but not be limited to, Feature Group D access, and Feature Group D access will be provided by the Company absent mutual agreement with respect to alternative Switched Access Service by the Company and the Customer. Feature Group D access, or 'equal access,' is known in the industry as 'One-plus' ('1+') dialing. This type of access allows traffic (e.g., Calls) to be routed directly to the caller's carrier of choice. Feature Group D/equal access offers features, including presubscription, not generally available through other forms of access. The Company shall determine in its sole discretion the means, facilities, and network configuration by which Feature Group D and any and all other Switched Access Services, as applicable, will be provided to Customer.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE

6.1 General

6.1.1 Rate Categories

The Company's Intrastate Switched Access Service rate elements may include, but are not limited to, the following rate elements or their functional equivalent if applicable: carrier common line (originating); carrier common line (terminating); local end office switching; interconnection charge; information surcharge; tandem switched transport termination (fixed); tandem switch transport facility (per mile); and tandem switching.

Rate categories and descriptions include the following:

6.1.1.1 Transport — charges for trunks related to the transmission and tandem switching facilities, if appropriate, between the Customer Designated Premises and the end office switch where the Customer's originating or terminating traffic is switched. Transport rate categories may consist of three elements: a Transport Termination per path per access minute charge, a Transport Facility rate per mile per access minute charge, and a Transport Interconnect Charge rate per access minute. A Customer may also request optional features and functions which are subject to additional charges.

Multiplexing charges will apply when a High Capacity Entrance Facility is connected to a lower grade service (e.g. DS-3 to DS-1 multiplexing and/or DS-1 to Voice Grade multiplexing) or when a lower grade service is connected to a High Capacity Entrance Facility (e.g., DS-1 to DS-3 multiplexing and/or Voice Grade to DS-1 multiplexing). These charges may apply at an end office, Hub location or serving wire center. The Company shall notify the Customer in such instances.

The Company will work cooperatively with the Customer to arrange routing and serving arrangements.

6.1.1.2 End Office/Local Switching - Charges related to the Company local end office switching entity which routes traffic to and from End Users to Customers. The end office rate category includes two elements; Local Switching per access minute of use, and an Information/Intercept Surcharge per access minutes of use or Information Surcharge per information call use as determined by the serving arrangement.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.1 General (Cont'd)

6.1.1 Rate Categories (Cont'd)

6.1.1.3 Optional Features and Functions - are those features and functions that are available in lieu of or in addition to the standard features provided with Switched Access Service. They include, but are not limited to:

- Automatic Number Identification - this option provides the automatic transmission of a ten digit number and information digits to the Customer designated premises to identify the calling station on a call-by-call basis. Where complete ANI detail cannot be provided, information digits will be provided to the Customer.
- Service Class Routing - this option provides the capability of directing originating traffic from an end office to a trunk group to a Customer Designated Premises, based on the line class of service (e.g. coin or hotel/ motel), service prefix indicator (e.g. 0-, 0+, 01+, or 011+).

6.2 Switched Access Service Specifications – Company Requirements

The provision of Switched Access Service has certain obligations of the Company in addition to those listed in Section 2 preceding. They are as follows:

6.2.1 Network Management

The Company will administer its network to insure the provision of acceptable service levels to all communications users of those services. Generally service levels are acceptable when Customers are able to establish connections without delay. The Company maintains the right to apply protective controls in the provision of Switched Access Service. Generally protective controls would be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling demands, or national security demands.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.2 Switched Access Specifications – Customer Requirements (Cont'd)

6.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

6.2.4 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- (a) Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and Intrastate use so that charges may be apportioned in accordance with those reports.
- (b) Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.3 Toll Free Service Access Code Database Service

Toll Free Service Access Code Data Base Access Service is provided with Switched Access Service. When a 1+ (e.g. 800, 888, or other toll free number) + NXX + XXXX call is originated by an End User, the Company will utilize the Signaling System 7 (SS7) network to query a Toll Free Service Access Code Data Base to perform the identification function. The call will then be routed to the identified Customer via Switched Access Service. The manner in which Toll Free Service Access Code Data Base Access Service is provided is dependent on the availability of SS7 service at the end office from which the service is provided as outlined below:

- When Toll Free Service Access Code Data Base Access Service originates at an end office equipped with Service Switching Point (SSP) capability for querying centralized data bases, all such service will be provisioned from that end office.
- When Toll Free Service Access Code Data Base Access Service originates at an end office not equipped with SSP customer identification capability, the Toll Free Service Access Code call will be delivered to the access tandem on which the end office is homed and which is equipped with the SSP feature to query centralized data bases.

Query charges as set forth in the following are in addition to those charges applicable for the Switched Access Service.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.4 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

6.4.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

6.4.2 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this tariff including but not limited to minimum usage, installation, special construction and recurring charges, the Company's services may be established and provided at negotiated rates on an individual case basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities by other Customers. Specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

529

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE

7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non-recurring, recurring and/or special, terminating costs or combinations thereof.

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription. Miscellaneous Access Service may be provided to Customers on an individual case basis in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following:

- (1) when a Customer requests additional information subsequent to the Company-provided DLR information;
- (2) when additional engineering time is required for a customized order; or
- (3) when a customer requests a design change and additional engineering time is required.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

530

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2.3 Testing

When the Customer requests testing which is beyond that which is normally provided at Company locations in connection with Service(s) and at Customer designated premises, additional charges will apply when accepted and approved by the Customer. All testing of this type shall be subject to availability of the necessary qualified personnel and test equipment. A request for testing that is not consecutive with an employees scheduled work period is regarded as a call out. A minimum call out of four hours will apply.

7.2.4 Presubscription

Presubscription is the process by which an End User may select and designate an IXC for the provision of Intrastate toll service to that End User. This IXC is referred to as the end user's pre-designated IXC. An End User may indicate a primary inter-exchange carrier or may elect to select an IXC on a per call basis by dialing an access code to make toll Calls. Customers that have pre-designated an IXC may also dial an access code to direct Calls to an alternative IXC on a per-call basis. There are no initial charges associated with presubscription by a Company End User.

An End User may initiate a presubscription change at any time. The Company will maintain a listing of all available interexchange carriers and provide them on a random sequential basis to its own End Users to aid in the selection process. The change of an IXC is subject to the appropriate non-recurring charge.

If an unauthorized change takes place, the IXC that requested the change will be subject to an Unauthorized PIC Change Charge in addition to the normal PIC Change Charge.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.5 Maintenance of Service

The Customer shall be responsible for payment of a Maintenance of Service charge when the Company dispatches personnel to the customer designated premises and trouble is found to be with Customer facilities or equipment.

7.2.6 Specialized Service or Arrangements

Specialized Service or Arrangements may be provided by the Company at the request of the Customer on an individual case basis (ICB) if such services or arrangements meet the following:

- the service(s) or arrangement(s) are not offered under other sections of the tariff,
- the service(s) or arrangement(s) are a type normally used by the Company, the service(s) or arrangement(s) are compatible with other Company Service(s), facilities and engineering and maintenance practices,
- the offering is subject to the availability of Company personnel and capital resources.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

532

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.7 Blocking Service

7.2.7.1 International Blocking Service

The Company will provide International Blocking Service to Customers who obtain Feature Group D Switched Access Service under this tariff. This service is only provided at appropriately equipped Company end offices.

On each line or trunk for which International Blocking Service is ordered, the Company will block all direct dialed international Calls that use the call sequence of 011+ or appropriate access code dialing arrangements for international calling. When capable, the Company will route the blocked Calls to a recorded message.

An International Blocking Service charge as set forth in Section 9 following is applicable for each new or existing exchange line or trunk or Feature Group D Switched Access line to which International Blocking Service is added or removed. This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group D Switched Access line at the same time that it is disconnected.

A Miscellaneous Service Order Charge as set forth in Section 9 will apply to orders adding or removing International Blocking Service that are placed subsequent to the initial installation of the associated exchange line(s) or trunk(s) or Feature Group D Switched Access line(s). This charge does not apply when blocking is removed from an exchange line or trunk or Feature Group D Switched Access line at the same time that it is disconnected.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.7 Blocking Service (Cont'd)

7.2.7.2 900 Blocking Service

The Company will provide 900 Blocking Service to End Users who obtain local exchange service from the Company under its general or local exchange tariffs. This service is only provided at appropriately equipped end offices.

On each line or trunk for which 900 Blocking Service is ordered, the Company will block all direct dialed Calls placed to a 900 number. When capable, the Company will route the blocked Calls to a recorded message.

A Blocking Service charge as set forth in Section 9 following is applicable when ordered by the End User except when such End User establishes telephone service at a new number and for 31 days thereafter.

The Blocking Service charge is applied for each line for which 900 Blocking Service is added to remove. Requests by End Users to remove 900 Blocking Service must be in writing. This charge does not apply when blocking is removed from an exchange line at the same time that it is disconnected.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service

7.2.8.1 General Description

- (A) Billing Name and Address (BNA) Service is the provision by the Company to an Intrastate service provider who is a Customer of the Company of the complete billing name, street address, city or town, state and zip code for a telephone number or calling card account number assigned by the Company. An Intrastate service provider is defined as an interexchange carrier, an operator service provider, an enhanced service provider or any other provider of Intrastate telecommunications services.
- (B) BNA Service is provided only for the purposes of allowing Customers to bill their end users for telephone services provided by the customer, order entry and customer service information, fraud prevention identification of end users who have moved to a new address, any purpose associated with equal access requirement, and information associated with Local Exchange Carrier (LEC) calling card Calls, collect and third party Calls.

BNA information may not be resold or used for any other purpose including, but not limited to, marketing or merchandising activities.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.1 General Description (Cont'd)

- (C) BNA information associated with listed/published telephone numbers will be provided. Requests for BNA information associated with nonpublished and unlisted telephone numbers will be provided, unless the subscriber to a nonpublished or unlisted telephone number has affirmatively that requested its BNA not be disclosed.

7.2.8.2 Undertaking of the Telephone Company

- (A) A standard format for the receipt of BNA requests and the provision of BNA information will be established by the Company.
- (B) Standard response to BNA requests will be by First Class Mail. Standard format will be on paper. Optional Magnetic Tape formatting will be offered where available.
- (C) Where facilities are available, the customer may request an optional specialized output format required to meet a specific customer need.
- (D) The Company will make every effort to provide accurate and complete BNA data. The Company makes no warranties, expressed or implied, as to the accuracy or completeness of this information.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.2 Undertaking of the Telephone Company (Cont'd)

- (E) The Company will not disclose BNA information to parties other than Intrastate service providers and their authorized billing agents as defined in 7.2.8.1 preceding. BNA disclosure is limited to those purposes as defined in 7.2.8.1 preceding.
- (F) The Company reserves the right to request from an Intrastate service provider who has placed an order for BNA service, the source data upon which that Customer has based the order. This request is made to ensure that the BNA information is to be used only for purposes as described in 7.2.8.1 preceding. The Company will not process the order until such time as the Intrastate service provider supplies the requested data.

7.2.8.3 Obligations of the Customer

- (A) The Customer shall order BNA Service on a separate BNA Order. The order must identify both the Customer's authorized representative and the address to which the information is to be sent.
- (B) The Customer shall treat all BNA information as confidential. The Customer shall insure that BNA information is used only for the purposes as described in 7.2.8.1 preceding.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

537

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.8 Billing Name and Address Service (Cont'd)

7.2.8.3 Obligations of the Customer (Cont'd)

- (C) The Customer shall not publicize or represent to others that the Company jointly participates with the Customer in the development of the Customer's end user records it assembles through the use of BNA Service.
- (D) Upon request, the Customer will provide to the Company the source data upon which the Customer has based an order for BNA Service. The Company will not process the order until such time as the customer provides the requested data.

7.2.8.4 Rate Regulations

- (A) For each order for BNA information received by the Company, a BNA Order Charge applies. In addition, a charge applies for each customer specific record provided. The BNA Order Charge and the Per Record Charge are specified in 8.3.1 following.
- (B) Where available, the Customer may order the response formatted on Magnetic Tape. The Optional Magnetic Tape Charge is specified in 8.3.1 following and is in addition to the BNA Order Charge and the BNA Record Charge.
- (C) Where available, the Customer may order an output format other than a standard paper format in order to meet a customer's specific requirement. This option is subject to an hourly programming charge as specified in 8.3.1 following and is in addition to the BNA Order Charge and the BNA Record Charge.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.9 Subscriber Line Charge

The Company may, in its sole discretion, recover some of the costs of the telephone line or trunk connected to an End User's Premises, and/or the associated switch port, through a monthly charge called the Subscriber Line Charge ("SLC"). The Subscriber Line Charge is a monthly, flat-rated charge assessed to the Company's End Users for each local exchange service line or trunk. BRI lines are charged the multiline business line rate, and PRI arrangements are charged the multiline business line rate times five (5).

7.2.10 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete Calls to numbers that have been ported.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

539

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.11 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a fee based on a percentage of its retail revenues to support the Universal Service Fund (USF). The Company may, in its sole discretion, pass-through the USF assessment to its customers by assessing a surcharge applicable to all retail Intrastate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and fees associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC, rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at www.fcc.gov/ccb/universal_service/quarter.html.

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

8. RATES AND CHARGES

8.1 General

Rates for service will include recurring charges for the rate elements, applicable non-recurring charges, miscellaneous charges, ICB charges or combinations of same and are identified herein.

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

541

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service*

8.2.1 Recurring Rates:

Rate

(A)	Local Switching, per AMOU	\$0.023132
(B)	Tandem Switching, per AMOU	\$0.002744
(C)	Tandem-Switched Facility, per AMOU/mile	\$0.00203
(D)	Tandem-Switched Termination, per AMOU	\$0.001055

8.2.2 Nonrecurring Charges

Charges

(A)	<u>Local Transport - Installation Per Entrance Facility</u>	
	- Voice Grade Two-Wire	*
	- Voice Grade Four-Wire	*
	- High Capacity DS1	*
	- High Capacity DS3	*
(B)	<u>Interim NXX Translation Per Order - Per LATA or Market Area</u>	*
(C)	<u>Trunk Activation</u>	
	- Per 24 Trunks Converted or Fraction thereof on a Per Order Basis	*

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service (Cont'd)

	<u>Rate</u>
8.2.3 Network Blocking per Blocked Call	
Applies to FGD only	\$0.0139
8.2.4 800 Data Base Access Service Queries	
Per Query – Basic	\$0.0054
Per Query – Vertical Feature	\$0.0060

Transmittal No. 2
Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

543

ACCESS SERVICE

8. Rates and Charges (Cont'd)

8.3 Other Services

8.3.1 Miscellaneous Services

Each Half Hour
or Fraction Thereof

(A) Additional Cooperative Acceptance
Testing - Switched Access

- Testing Period - Basic Time	\$18.00
- Testing Period - Overtime	\$27.00
- Testing Period - Premium Time	\$36.00

Nonrecurring
Charge*

(B) <u>Presubscription/PIC Change</u>	\$ 5.00
(Manual)	\$ 5.50
(Electronic)	\$ 1.25
(Manual with Intra and Inter changes)	\$ 2.75
(Electronic with Intra and Inter changes)	\$ 0.63

(C) Unauthorized PIC Change

- <u>Residence/Business</u> Per Telephone Exchange Service Line or Trunk	\$50.00
- Per Pay Telephone Exchange Service Line or Trunk	\$57.00

(D) Blocking Service

\$11.00

(E) Billing Name and Address Service

- Per BNA Order	\$50.00
- Per BNA Record	\$ 0.33
- Optional Magnetic Tape Charge-Per Magnetic Tape	\$91.00
- Optional Format Programming Charge - Per each half hour or fraction thereof	\$37.00

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

8. Rates and Charges (Cont'd)

8.3 Other Services (Cont'd)

8.3.1 Miscellaneous Services (Cont'd)

		<u>Nonrecurring Charge</u>
(F)	<u>Service Order Charge</u>	\$136.00
(G)	<u>Access Order Change Charge</u>	*
(H)	<u>Design Change Charge</u>	\$53.00
(I)	<u>Miscellaneous Service Order Charge</u>	\$53.00
(J)	<u>Cancellation of Access Order Charge</u>	*
(K)	<u>Maintenance of Service Charge</u>	*
(L)	<u>Additional Engineering On Labor Charge</u> (Each hour or fraction thereof)	*
(M)	<u>Testing</u> (Each half hour or fraction thereof)	\$18.00
(N)	SLC	
		Monthly Charge
		Residential/Single_ Multi-Line_
		Line Business Business (per line)
	Individual line or trunk, each	\$6.50 \$9.50
(O)	LNP	*

Transmittal No. 1
Issued: September 14, 2009

Effective: September 15, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

366 4925 05/15/2009

Receipt Number: 1910074

File Number DL018916



ARTICLES_OF_ORGANIZATION

For

NATIVE AMERICAN TELECOM ENTERPRISE, LLC

Filed at the request of:

NATE LLC
6710 E SPLIT ROCK CIRCLE
SIOUX FALLS SD 57110

*State of South Dakota
Office of the Secretary of State*

Filed in the office of the Secretary of State on: **Thursday, May 14, 2009**



Secretary of State

Fee Received: \$125.00

546

EXHIBIT G

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

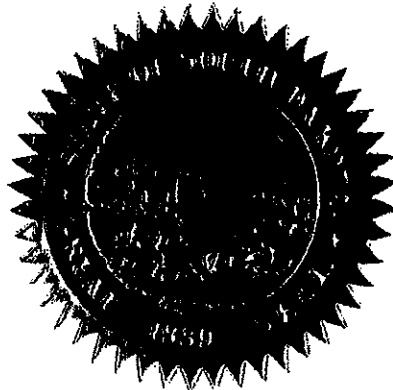
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL018916

I, Chris Nelson, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **NATIVE AMERICAN TELECOM ENTERPRISE, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this May 14, 2009.



Chris Nelson

Chris Nelson
Secretary of State

547

Cert of Organization LLC Merge

366 4927 05/15/2009

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

ARTICLES OF ORGANIZATION DOMESTIC LIMITED LIABILITY COMPANY

Please Type or Print Clearly in Ink

Please submit one **Original** and one **Photocopy**

FILING FEE: \$125 payable to SECRETARY OF STATE

Filed this 14th day of

May, 2009

Chris Nelson
SECRETARY OF STATE

RECEIVED
MAY 14 2009
S.D. SEC. OF STATE

Telephone # 605-370-8052
FAX # 501-868-8836

Article I

The name of the company is Native American Telecom Enterprise, LLC

DL 18916

The name must contain limited liability company, limited company or the abbreviation L.L.C., LLC, L.C. or LC. Limited may be abbreviated as Ltd. and company may be abbreviated as Co.

Article II

The duration of the company if other than perpetual is Perpetual

Article III

The address of the initial designated office in or out of the State of South Dakota where the company conducts its business.

6710 E. Split Rock Circle
Street Address

Sioux Falls
City

SD 57110
State ZIP+4

Mailing Address (Optional)

City

State ZIP+4

Article IV

The South Dakota Registered Agent name Thomas J. Reiman

6710 E. Split Rock Circle
Street Address (Required to be a South Dakota Address)

Sioux Falls
City

SD 57110
State ZIP+4

Mailing Address (Optional) - Required to be a South Dakota Address)

City

State ZIP+4

When listing a Commercial Registered Agent, please state their CRA #.
This number can be obtained from the Commercial Registered Agent.

548

366 4928 05/15/2009

Article V

The name and address of each organizer

Gene DeJordy	16801 Valley Falls Drive, Little Rock	Little Rock	AR	72223
Name	Street Address	City	State	ZIP+4
Thomas Reiman	6710 E. Split Rock Circle	Sioux Falls	SD	57110
Name	Street Address	City	State	ZIP+4
Name	Street Address	City	State	ZIP+4
Name	Street Address	City	State	ZIP+4

Article VI

Check one:

- The company will be member managed.
- The company will be manager managed.

If this company is to be manager managed, please state the name and address of each initial manager.

Manager	Street Address	City	State	ZIP+4
Manager	Street Address	City	State	ZIP+4
Manager	Street Address	City	State	ZIP+4

Article VII

Whether one or more of the members of the company are to be liable for its debts and obligations as set forth under SDCL 47-34A-303 (c).

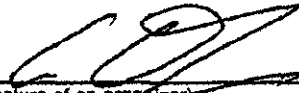
Gene DeJordy, 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110
 Thomas J. Reiman, 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110

Article VIII

Any other provisions not inconsistent with law, which the members elect to set out in the articles of organization.

The Articles of Organization must be executed by the organizers.

Dated MAY 6, 2009


(Signature of an organizer)

Gene DeJordy
(Printed Name)

CEO
(Title)

Dated MAY 6, 2009


(Signature of an organizer)

THOMAS Reiman
(Printed Name)

President
(Title)

Dated _____

(Signature of an organizer)

(Printed Name)

(Title)

Dated _____

(Signature of an organizer)

(Printed Name)

(Title)

307 1432 06/22/2010

2010

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

ANNUAL REPORT
DOMESTIC L.L.C.

Please Type or Print Clearly in Ink

FILING FEE: \$50 Make check payable to SECRETARY OF STATE

FILE DATE 06/21/10
RECEIPT NO 2542860
RECEIVED
JUN 21 2010
S.D. SEC. OF STATE

1. L.L.C. Name, Registered Agent Name and Address:



DL018916
DL018916 MAY/0000
NATIVE AMERICAN TELECOM ENTERPRISE, LLC
REIMAN, THOMAS J.
6710 E SPLIT ROCK CIRCLE
SIOUX FALLS SD 57110-1308

Telephone # _____
FAX # _____
FILING DATE: Due during the month
the Certificate of Organization was
issued, and delinquent after the last
day of the following month.

2. The address of the principal executive office in or out of the State of South Dakota.

6710 E. Split Rock Cir Sioux Falls SD 57110
Street Address City State ZIP+4

Mailing Address (Optional) City State ZIP+4

3. The name of the South Dakota Registered Agent

THOMAS J. REIMAN

6710 E. Split Rock Cir. Sioux Falls SD 57110
Street Address (Required to be a South Dakota Address) City State ZIP+4

Mailing Address (Optional - Required to be a South Dakota Address) City State ZIP+4

4. The names and business addresses of its managers. If the L.L.C. is member-managed the names and addresses of the members need not be set forth.

Manager Street Address City State ZIP+4

Manager Street Address City State ZIP+4

Manager Street Address City State ZIP+4

Dated 6-17-10

Thomas J. Reiman
(Signature of an Authorized Manager or Member)
THOMAS J. REIMAN
(Printed Name)
President
(Title)

EXHIBIT H

Annualreportdomesticllc July2008

Secretary of State Office
500 E Capitol Ave
Pierre, SD 57501
(605)773-4845

STATEMENT OF CHANGE OF REGISTERED OFFICE OR REGISTERED AGENT OR BOTH

Please Type or Print Clearly in Ink

FILING FEE: \$10 Make check payable to SECRETARY OF STATE

The undersigned entity submits the following statement for purpose of changing its registered office and/or its registered agent in the State of South Dakota.

1. The name of the entity _____

2. The name of the registered agent on file _____

The name of the successor registered agent _____

3. If listing a Commercial Registered Agent, please state their identification number: _____

4. The address of the agent currently on file for this entity

Street Address (Required) City State ZIP+4

Mailing Address (Optional) City State ZIP+4

5. If the address has changed, its new address

Street Address (Required to be a South Dakota Address) City State ZIP+4

Mailing Address (Optional - Required to be a South Dakota Address) City State ZIP+4

6. The address of its registered office and the address of the business office of its registered agent, as changed, must be identical.

Dated _____

(Signature of an authorized officer)

(Printed Name)

(Title)

Statementofchangeentity July2008

552

NATIVE AMERICAN TELCOM, LLC

TARIFF F.C.C. NO. 1
First Revised Title Page
Cancels Original Title Page

ACCESS SERVICE

REGULATIONS, RATES AND CHARGES
APPLYING TO THE PROVISION OF ACCESS SERVICE
FOR CONNECTION TO INTERSTATE COMMUNICATIONS
FACILITIES AND SERVICES FURNISHED BY

NATIVE AMERICAN TELECOM, LLC

AND ITS CONCURRING CARRIERS BETWEEN
POINTS IN THE UNITED STATES AS SPECIFIED HEREIN

(T)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



EXHIBIT I
553

ACCESS SERVICE

CHECK SHEET

Title Page and Pages 1 through 86 of this tariff are effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date hereof.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title							
Page	First Revised*	33	First Revised*	66	Original		
1	First Rev.	34	Original	67	Original		
2	Original	35	Original	68	First Revised*		
3	Original	36	First Revised*	69	Original		
4	Original	37	First Revised*	70	First Revised*		
5	Original	38	First Revised*	71	First Revised*		
6	Original	39	Original	72	Original		
7	Original	40	Original	73	Original		
8	Original	41	Original	74	Original		
9	First Revised*	42	Original	75	Original		
10	First Revised*	43	First Revised*	76	Original		
11	First Revised*	44	Original	77	Original		
12	First Revised*	45	Original	78	Original		
13	First Revised*	46	Original	79	Original		
14	First Revised*	47	Original	80	First Revised*		
15	Original	48	First Revised*	81	First Revised*		
16	Original	49	Original	82	Original		
17	Original	50	Original	83	Original		
18	Original	51	Original	84	Original		
19	Original	52	Original	85	Original		
20	First Revised*	53	Original	86	Original		
21	Original	54	First Revised*				
22	Original	55	First Revised*				
23	Original	56	Original				
24	Original	57	Original				
25	Original	58	Original				
26	First Revised*	59	Original				
27	First Revised*	60	Original				
28	First Revised*	61	Original				
29	Original	62	Original				
30	Original	63	Original				
31	Original	64	Original				
32	Original	65	Original				

*indicates material included with the current filing.

Transmittal No. 2
 Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
 6710 E. Split Rock Circle
 Sioux Falls, SD 57110

554

ACCESS SERVICE

DEFINITIONS

Access: For the purposes of this tariff, the ability to enter or exit a local exchange network in order to originate or terminate an interstate communication.

(L)

Access Charge: Charges assessed to the Customer through which the provider of the switch or facilities is compensated for use of the network components.

(L)

Access Service: Services provided by the Company, or jointly by the Company and one or more other carriers, that provide Access.

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

Call: A Customer or End User attempt for which the complete address code (e.g., 0-, 911, or 10 digits) is provided to the Central Office, switch, or equivalent facility.

(C)

Carrier Common Line Charge: A charge to recover the non-traffic sensitive portion of the local loop, drop and associated equipment between the end office switch and the end user customer.

Company: NATIVE AMERICAN TELECOM, LLC, the issuer of this tariff, a competitive local exchange carrier.

Commission (FCC): The Federal Communications Commission.

Constructive Order: In the absence of an Access Service Request or other written or oral order, any delivery of calls to or receipt of calls from any Customer of the Company's services constitutes a Constructive Order to purchase switched access services as described herein. Similarly, the selection an IXC as an End User's Presubscribed Interexchange Carrier constitutes a Constructive Order for switched access by an IXC.

Customer: The term "Customer" refers to any person, firm, partnership, corporation or other entity including, but not limited to conference call service provider, chat line provider, calling card provider, call center, help desk provider, internet service provider, international provider operating within the United States, and residential and/or business service subscribers, which uses service under the terms and conditions of this tariff and is responsible for payment of charges. The term "Customer" also refers to an Interexchange Carrier utilizing the Company's Switched or Dedicated Access services described in this tariff to reach End Users. The Customer is responsible for the payment of charges and compliance with the terms and conditions of this tariff. The Company may, in its discretion, assess Customers fees and surcharges, which may include, but are not limited to Subscriber Line Charges, access charges, Federal Universal Service Fund charges, and/or state and federal taxes and regulatory fees.

(C)

(C)

** Material previously found on this page has been moved to First Revised Page 10.*

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

DEFINITIONS (Cont'd)

Customer Serving Wire Center: The end office or wire center from which a customer normally receives a dial tone. The point for a circuit's first point of trunking or switching.

Dedicated Facility: A facility, circuit or equipment system or subsystem set aside for the sole use of a specific customer.

End User: Any person, firm, partnership, corporation or other entity including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers, international providers operating within the United States, and residential and/or business service subscribers, which subscribes to or otherwise uses local exchange services, interexchange services, Commercial Mobile Radio Service or other wireless services, VoIP services, or other services provided by a local exchange carrier, common carrier, Wireless Provider, VoIP Provider, or other provider of services that transit the Company's facilities. The End User may be, but need not be, the customer of an Interexchange Carrier and may or may not be a customer of the Company. The Company may, in its discretion, assess End User fees and surcharges, including, but not limited to Subscriber Line Charges, Federal Universal Service Fund charges, state and federal taxes and regulatory fees.

End User Common Line Charge (EUCL): See Subscriber Line Charge.

End User Premises: End User Premises may include space where the End User has designated equipment within the Company's central office, carrier hotel, or any other premises.

Exchange: A group of lines in a unit generally smaller than a LATA established by the Company or other local exchange carrier for the administration of communications service in a specific area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Hub: A physical arrangement/location where bridging and/or multiplexing functions are provided.

Individual Case Basis or ICB - An arrangement whereby the terms, conditions, rates, charges and/or services are developed or modified based on the specific and unique circumstances of the Customer's situation. ICB specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

Interexchange Carrier (IXC): Any individual, partnership, association, joint-stock company, trust, governmental entity, corporation or any other entity engaged in the provision of intrastate, interstate or international communication for hire by any means between two or more exchanges.

** Material previously found on this page has been moved to First Revised Page 11.*

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

DEFINITIONS (Cont'd)

Local Access and Transport Area (LATA): A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4 or its successor tariff(s).

(L)
|
(L)

Local Exchange: The area, served by one or more central offices, within which a subscriber for exchange service may make telephone Calls without incurring a toll charge.

Meet Point: A point designated by two local exchange carriers for billing purposes.

Multiplexing: The process of combining multiple parallel circuits into a single communications channel.

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

Nonrecurring Charge (NRC): A one-time charge or special fee, generally applied to activities associated with the installation or establishment of services, facilities, or equipment, construction, rearrangements, and/or optional features and functions.

Optional Features and Functions: These are features and functions a customer may order to improve the quality or utility of Access Services.

Originating Access: Access service that allows traffic (e.g., Calls) initiated by an End User in a local exchange maintained by the Company to be routed to an NPA-NXX associated with another exchange.

Point of Termination: The point of demarcation within a Customer or End User Premises at which the Company's responsibility for the provision of access service ends. The point of demarcation is the point of interconnection between Company communications facilities and Customer-provided or End User-provided facilities as defined in Part 68 of the Federal Communications Commission's Rules and Regulations.

Premises: The space occupied by a Customer, End User or authorized user in a building or buildings. End User premises may also denote an area where the Customer has placed equipment in the Company's collocation space or carrier hotel.

(C)
|
(C)

Presubscription: An arrangement whereby an End User selects and designates to the Company or other local exchange carrier a carrier he or she wishes to access, without an access code, for completing interLATA and/or intraLATA toll Calls. The selected carrier is referred to as the Primary Interexchange Carrier (PIC).

Recurring Charges (MRCs): Monthly or other periodic (as specified) charges to the Customer for services, facilities and equipment which continue for the agreed-upon duration of the service.

** Material previously found on this page has been moved to First Revised Page 12.*

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

DEFINITIONS (Cont'd)

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, or on the date upon which the Company begins to provide service to the Customer, whichever is earlier. The parties may mutually agree on a substitute Service Commencement Date. (L)

Service Order: Unless service is initiated by a Constructive Order, a written request for Access Services must be initiated by the Customer to the Company in the format devised by the Company, or in the alternative, the submission of an Access Service Request (ASR) by the Customer in the manner specified in this tariff. The signing of a Service Order or submission of an ASR by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of service is calculated from the Service Commencement Date. (C)

Subscriber Line Charge (SLC) or End User Common Line Charge (EUCL): A fee imposed on a per access line, or a per port basis in the case of collocated Customers, that recovers part of the cost of the Carrier's local network. This fee is regulated and capped by the Federal Communications Commission and is assessed on a monthly basis. Customers that purchase End User Access Services, or collocate equipment in the Company's central office and/or carrier hotel are subject to this fee, subject to the terms in Section 7.2.9 of this tariff. (C)

Switched Access Service: Access to the switched network of the Company and/or any other local exchange carrier for the purpose of originating or terminating communications. Switched Access Service is available to carriers, as defined in this tariff.

Terminal Equipment: Telecommunications devices, apparatus and associated wiring on the Customer-designated premises.

Terminating Access: Access service that allows traffic (e.g., Calls) to be delivered to an NPA-NXX associated with a Company exchange as such traffic originates from another exchange. Terminating Access traffic may include long distance voice telephone Calls that are delivered to Customers, including, but not limited to conference call providers, chat line providers, calling card providers, call centers, help desk providers and international providers operating within the United States, and residential and/or business service subscribers.

VoIP Provider: Any individual, association, corporation, governmental agency, or any other entity that is providing services via Voice over Internet Protocol or other Internet Protocol services. The VoIP Provider may or may not be certified to provide services by the Commission or any state regulatory authority.

Wire Center: A building in which central offices, used for the provision of local exchange services, are located.

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

NATIVE AMERICAN TELECOM, LLC

TARIFF F.C.C. NO. 1
First Revised Page No. 13
Cancels Original Page No. 13

ACCESS SERVICE

REFERENCE TO OTHER TARIFFS AND/OR PUBLICATIONS

The following tariffs are referenced in this tariff and may be obtained as shown:

National Exchange Carrier Association
100 S. Jefferson
Whippany, NJ
Wire Center Information
Tariff FCC No. 4

National Exchange Carrier Association
100 S. Jefferson
Whippany, NJ
Wire Center Information
Tariff FCC No. 5

(N)
|
(N)

NECA technical publication—PUB AS No. 1, Issue II Access Service
Issued May 1994

The Local Exchange Routing Guide (LERG) is referenced in this tariff
and may be obtained from:

Telcordia Technologies
Customer Services Division
60 New England Avenue
Piscataway, NJ

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

559

ACCESS SERVICE

1. APPLICATION OF TARIFF

1.1 This tariff sets forth the regulations, rates and charges for the provision of interstate Access services and facilities (hereinafter "Services") by NATIVE AMERICAN TELECOM, LLC into, out of and within the State of South Dakota. (C)

1.2 Services provided by NATIVE AMERICAN TELECOM, LLC, (hereinafter the "Company") include, but are not limited to Common Line, Switched Access, Optional Features & Functions and other Miscellaneous Access Services associated with the provision of Access Services.

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

560

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Limitations (Cont'd)

2.1.3.4 Liability (Cont'd)

2.1.3.4.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of Service(s) or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's employees, contractors, or agents.

2.1.3.4.7 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss or damage arising from the Customer's use of Service(s), involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

2.1.3.4.8 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific Service(s) giving rise to the claim. No action or proceeding against the Company shall be commenced more than two years after the Service is rendered.

2.1.3.4.9 The Company makes no warranties or law, statutory representations, express or implied either in fact or by operation of or otherwise, including warranties of merchantability or fitness for a particular use.

2.1.3.4.10 If any provision within this tariff is held to be unenforceable, the rest of this tariff will remain in full-force and effect.

(N)
(N)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

561

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer

The Customer shall be responsible for the following:

- (a) ensuring that the characteristics and methods of operation of any circuits, facilities or equipment not provided by the Company and associated with the facilities utilized to provide Service(s) under this tariff shall not interfere with or impair Service over facilities of the Company; cause damage to their plant; impair privacy or create hazards to employees or the public;
- (b) the Service provided under this tariff shall not be used for an unlawful purpose or used in an abusive manner which would reasonably be expected to frighten, abuse, torment or harass another or interfere with use of Service by one or more other customers;
- (c) (D)
|
(D)
- (d) payment of all applicable charges for use of the Services;
- (e) damage to or loss of the Company's facilities or equipment caused by acts or omissions of the Customer; or noncompliance by the Customer; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the Company's employees or agents;
- (f) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space, and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain proper operating environment on such premises;

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

- (g) where applicable, obtaining, maintaining, and otherwise having full responsibility for all permissions, approvals, consents, licenses, permits, and rights-of-way and conduit necessary for installation of cables and associated equipment used to provide services to the Customer from the building service entrance or property line to the location of the equipment space. Any costs associated with the obtaining and maintaining the permissions, approvals, consents, licenses, permits, and rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer;
- (h) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing, and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (i) complying with all laws and regulations applicable to, and obtaining all permissions, approvals, consents, licenses, and permits as may be required with respect to the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under 2.2(g) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, testing, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (j) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

(L)
(L)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

563

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.2 Obligations of the Customer (Cont'd)

The Customer shall be responsible for the following: (Cont'd)

(k) Customers will use the Service provided by the Company in a manner, and at all times, consistent with the tariff obligations identified herein and shall not utilize the Company's Service(s) in any manner that:

- Interferes with or impairs the Services(s) of the Company, other carriers, or other Customers;
- Causes damage to Company-provided facilities;
- Interferes with the privacy of communications;
- Creates a hazard to the Company's employees, contractors, or agents or the public; or
- Interferes, frightens, abuses, torments, harasses any person or entity or unreasonably interferes with the use of the Company's Service by others.

(l) The Customer shall be fully liable for payment of all applicable rates, charges and fees for any Service provided by the Company, if it takes Service provided by the Company, whether or not an application or order for service or ASR has been executed or submitted. Customer is liable for payment of all calls that originate on its network, including actual calls made by Customer, Customer's End Users or unauthorized third parties (e.g., fraudulent calls).

(N)
|
(N)

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

(T)
|
(T)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

564

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.3 Customer Equipment and Channels (Cont'd)

2.3.5 Prohibited Uses

- 2.3.5.1 The Service(s) that the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental and other third-party approvals, authorization, licenses, consents, and permits.
- 2.3.5.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws, and FCC regulations, policies, guidelines, orders and decisions.
- 2.3.5.3 The Company may require a Customer to immediately stop its transmission of signals if said transmission is believed to be causing interference to others.

(N)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

565

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4.1 Payment for Service (Cont'd)

2.4.1.1 The Customer is responsible for payment of appropriate sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) (excluding taxes on the Company's net income) imposed or based upon the provision, sale or use of the Company's Service(s).

2.4.1.2 Without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- (a) any delegation of authority resulting in the use of Customer's communications equipment and/or network services which result in the placement of Calls via the Company;
- (b) any and all use of the service arrangement provided by the Company, including Calls which the Customer did not individually authorize, including any and all fraudulent or allegedly fraudulent calls that originate on the Customer's network; (N)
|
(N)
- (c) any Calls placed by or through the Customer's equipment via any remote access feature(s);
- (d) any use of the Company's services and/or activities, whether or not accompanied by a Service Order or ASR.

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges

- 2.4.2.1 The Company will endeavor to bill usage charges monthly for the preceding billing period; however, the Company's failure to do so shall not affect the Customer's liability for such charges irrespective of the length of delay between the date of usage and the Company's billing for such usage. Company is permitted to bill for usage within two (2) years of the date upon which service was provided. (N)
- 2.4.2.2 Each bill will include industry standard descriptions of Service(s) rendered for the period covered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for any prior period. (T)
- a) Customer's billing will begin on the Service Commencement Date. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued and ceases to be used by Customer.
- 2.4.2.3 A Nonrecurring Charge is due and payable within 31 days after the invoice date. (T)
- 2.4.2.4 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided. (T)
- 2.4.2.5 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs. (T)
- 2.4.2.6 When non-usage based Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rated basis with every month considered to have 30 days. (T)
- 2.4.2.7 If any portion of the Customer's payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment charge shall be calculated at 1.5% per month or portion thereof for the period from the due date until the payment is received. (T)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

567

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.2 Billing and Collection of Charges (Cont'd)

- 2.4.2.8 Customer disputes with respect to billed amounts shall be addressed and resolved pursuant to Section 2.4.10 of this tariff. (T)
- 2.4.2.9 If the Customer disputes the bill on or before the payment date, any late payment charge for the disputed amount will not start until 10 days after the payment date. If the billing dispute is resolved in favor of the customer, no late payment penalty will apply to the disputed amount. (T)
- 2.4.2.10 In addition to other penalties or fees, the Customer will be assessed a charge of twenty dollars (\$20) for each check submitted by the Customer to the Company which a financial institution refuses to honor for insufficient funds or a non-existent account. (T)
- 2.4.2.11 If Service is disconnected by the Company in accordance with Section 2.5.6 following, and later restored, restoration of Service will be subject to all applicable reconnection or reestablishment charges. (T)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

568

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.6 Discontinuance of Service

2.4.6.1 Upon nonpayment of any amounts owing to the Company, the Company may by giving ten days' prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

2.4.6.2 In the Company's sole discretion, upon violation of any of the other material terms or conditions for furnishing Service, the Company may, by giving 10 days' prior notice in writing to the Customer (or such shorter notice as may be provided elsewhere in this tariff), discontinue or suspend Service without incurring any liability if such violation continues during the period. (C)

2.4.6.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

2.4.6.4 Upon any governmental prohibition or required alteration of the Service(s) to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

2.4.6.5 Upon the Company's discontinuance of Service to the Customer under Section 2.4.6.1 or 2.4.6.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such Service(s) would have otherwise been provided to the Customer to be immediately due and payable.

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110



569

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.4 Payment Arrangements (Cont'd)

2.4.10 Billing Disputes

2.4.10.1 General

All bills are presumed accurate, and shall be binding on the Customer unless written notice of the disputed charge(s) is received by the Company within 30 days (commencing 5 days after such bills have been mailed or otherwise rendered per the Company's normal course of business). For the purposes of this Section, "notice" is defined as written notice to the Company, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed.

Unless disputed in writing within the time period set forth in the preceding paragraph, the bill shall be deemed to be correct and payable in full by Customer, and Customer shall be deemed to have waived any and all rights and claims with respect to both the bill and the underlying dispute.

The Company will be the sole determiner of a frivolous dispute.

(D)
(D)

Any disputed charges must be paid when due. After the dispute is settled, the Customer will be credited with any payments in excess of those actually due the Company. The Company will also remit interest for all such credited amounts.

(N)
—
(N)

2.4.10.2 Late Payment Charge

All portions of the bill, whether disputed or undisputed, must be paid by the payment due date to avoid assessment of a late payment charge set forth in 2.4.2.7, preceding.

(C)
(D)
—
(D)

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.6 Suspension, Termination or Refusal of Service

2.5.6.1 Service may be suspended or terminated for nonpayment of any bill or deposit until such bill or deposit is paid. If Service is suspended or terminated for nonpayment, the Customer must remit a connection charge as well as any payment due and any deposit requested by the Company prior to reconnection or reestablishment of Service. (C)

2.5.6.2 Suspension or termination of Service for nonpayment will not be made until after: (1) at least 10 days written notification has been served personally on the Customer; (2) at least 10 days after verification of receipt of certified mail has been made by the Company; or (3) at least 10 days after the Customer has refused a certified or registered written notification mailed to the Customer billing address. Service shall not be suspended or terminated for nonpayment on weekends, legal holidays or on days when the business office of the Company is not open for business.

2.5.6.3 When a Customer refuses to pay bills rendered or deposits requested, the Company may refuse to process existing orders for Service(s) or to accept new orders for Service. (C)

2.5.6.4 Except as otherwise provided herein, the Company, after providing notice in writing to the Customer, may suspend, terminate or refuse Service(s) in the event of unauthorized use of Service(s) or facilities received from the Company, where the Customer is indebted to the Company for previously furnished Service(s) or facilities or where the use of Service(s) or facilities have been abandoned.

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

571

ACCESS SERVICE

2. GENERAL REGULATIONS (Cont'd)

2.5 Access Billing (Cont'd)

2.5.7 Exceptions to Suspension, Termination or Refusal of Service

2.5.7.1 Service(s) shall not be suspended, terminated, or refused in the following instances:

(a)

(D)

(D)

(b) For nonpayment of Service which has been billed but not rendered;
or

(c) For nonpayment of billed amounts for charges other than those for
any Service.

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.2 Switched Access Specifications – Customer Requirements (Cont'd)

6.2.2 Transmission Specifications

Each Switched Access Service transmission path is provided with industry standard transmission for its type of service. The Company will work in cooperation with the Customer to insure that those parameters are met. In the event the established specifications are not maintained, the Company may require immediate corrective action and may work independently or in cooperation with the Customer to remedy the situation.

6.2.3 Testing

Certain testing services offered under the tariff are subject to the availability of qualified personnel and test equipment. Acceptance Testing and Routine Testing will be provided at no additional charge and shall be mutually arranged by the Company and the Customer.

6.2.4 Report Requirements

The Customer is responsible for providing reports to the Company, when applicable. Such reports include:

- (a) Jurisdictional Reports – are required when Customer orders Access Service with both intrastate and interstate use so that charges may be apportioned in accordance with those reports.
- (b) Supervisory Signaling - necessary on-hook, off-hook supervision shall be provided by the Customer's facilities in order to provide answer and disconnect supervision.

(D)
—
(D)

ACCESS SERVICE

6. SWITCHED ACCESS SERVICE (Cont'd)

6.4 Rate Regulations

This section contains a brief description and the general regulations governing the rates and charges that apply for Switched Access Service.

6.4.1 Description and Application of Rates

Switched Access Service rates are generally of two types; usage rates and non-recurring rates. Usage rates may be minute, and/or distance sensitive, occurrence and/or quantity sensitive or combinations of these usage elements. Non-recurring rates are one-time charges that apply for a specific work activity. Examples would include installation of service, rearrangements of service, moves and changes of service, provision of optional features and functions not ordered initially, service date changes, service design changes, cancellation of access, orders for additional engineering, and expedited orders.

6.4.2 Contracts and Individual Case Basis (ICB) Rates

In lieu of the rates terms and/or conditions otherwise set forth in this tariff including but not limited to minimum usage, installation, special construction and recurring charges, the Company's services may be established and provided at negotiated rates on an individual case basis (ICB), taking into account any factors the Company deems necessary or appropriate, including the nature of the facilities and services, the costs of construction and operation, the volume of traffic, the length of service commitment and use of facilities by other Customers. Specialized rates, services or charges will be made available to similarly situated Customers on a non-discriminatory basis.

(N)
(N)
(N)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

574

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE

7.1 General

Miscellaneous Access Service may be provided by the Company at the request of a Customer on an individual case basis if such service arrangements are: not offered under other sections of this tariff; the facilities utilized to meet the request are of a type normally used by the Company in furnishing service; the service or arrangements are compatible with other services and facilities; the service is available and within the Company's personnel and capital resources. Charges may include non-recurring, recurring and/or special, terminating costs or combinations thereof. (T)

7.2 Services Offered

Miscellaneous Access Services may include, but are not limited to the following: Special Construction; Additional engineering or Labor; Maintenance of Service; New Access Services; Testing Services; Presubscription. Miscellaneous Access Service may be provided to Customers on an individual case basis in accordance with rules of the FCC.

7.2.1 Special Construction

Special construction would include the costs for the provision of an Access Service that may not be available over such routes, facilities or equipment normally provided.

7.2.2 Additional Engineering or Labor

Additional Engineering will apply when requested and approved by the Customer for the following:

- (1) when a Customer requests additional information subsequent to the Company-provided DLR information;
- (2) when additional engineering time is required for a customized order; or
- (3) when a customer requests a design change and additional engineering time is required.

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

575

ACCESS SERVICE

7. MISCELLANBOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.9 Subscriber Line Charge

The Company may, in its sole discretion, recover some of the costs of the telephone line or trunk connected to an End User's Premises, and/or the associated switch port, through a monthly charge called the Subscriber Line Charge ("SLC"). The Subscriber Line Charge is a monthly, flat-rated charge assessed to the Company's End Users for each local exchange service line or trunk. BRI lines are charged the multiline business line rate, and PRI arrangements are charged the multiline business line rate times five (5). (N)

7.2.10 Local Number Portability (LNP)

Local Number Portability (LNP) allows, where facilities permit: (1) a local exchange telephone service customer to maintain the same Directory Number (DN) when changing from one telecommunications service provider to another while remaining at the same location; and (2) callers to complete Calls to numbers that have been ported.

ACCESS SERVICE

7. MISCELLANEOUS ACCESS SERVICE (Cont'd)

7.2 Services Offered (Cont'd)

7.2.11 Federal Universal Service Fee

In connection with the FCC's Universal Service Orders, the Company will pay a fee based on a percentage of its retail revenues to support the Universal Service Fund (USF). The Company may, in its sole discretion, pass-through the USF assessment to its customers by assessing a surcharge applicable to all retail interstate and international charges, including usage and non-usage charges. This surcharge is in addition to standard usage charges and any applicable service charges and fees associated with the Company's service. The Company's Universal Service Fee factor will match the relevant quarterly Universal Service Contribution Factor approved by the FCC, rounded up to the nearest tenth of a percent. Universal Service Contribution Factors are available at www.fcc.gov/ccb/universal_service/quarter.html.

(N)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

577

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service*

8.2.1 <u>Recurring Rates:</u>	<u>Rate</u>	
(A) Local Switching, per AMOU	\$0.023132	(I)
(B) Tandem Switching, per AMOU	\$0.002744	(I)
(C) Tandem-Switched Facility, per AMOU/mile	\$0.00203	(I)
(D) Tandem-Switched Termination, per AMOU	\$0.001055	(I)
8.2.2 <u>Nonrecurring Charges</u>	<u>Charges</u>	
(A) <u>Local Transport – Installation Per Entrance Facility</u>		
- Voice Grade Two-Wire	*	
- Voice Grade Four-Wire	*	
- High Capacity DS1	*	
- High Capacity DS3	*	
(B) <u>Interim NXX Translation Per Order - Per LATA or Market Area</u>	*	
(C) <u>Trunk Activation</u>		
- Per 24 Trunks Converted or Fraction thereof on a Per Order Basis	*	

* The Company's Interstate Switched Access Service recurring rates and applicable non-recurring charges shall be no higher than the Incumbent Local Exchange Carrier's equivalent rates in whose serving area the Company is providing service. If such Incumbent LEC should file changes to its Interstate Switched Access Service rates, the Company's Interstate Switched Access Service rates shall be revised as needed to remain no higher than the Incumbent's revised rates.

Transmittal No. 2
 Issued: October 20, 2009

Effective: October 21, 2009

Tom Reiman, President
 6710 E. Split Rock Circle
 Sioux Falls, SD 57110

ACCESS SERVICE

8. RATES AND CHARGES (Cont'd)

8.2 Switched Access Service (Cont'd)

	<u>Rate</u>	
8.2.3 Network Blocking per Blocked Call		
Applies to FGD only	\$0.0139	(R)
8.2.4 800 Data Base Access Service Queries		
Per Query – Basic	\$0.0054	(R)
Per Query – Vertical Feature	\$0.0060	(N)

Transmittal No. 2
Issued: October 21, 2009

Effective: October 22, 2009

Tom Reiman, President
6710 E. Split Rock Circle
Sioux Falls, SD 57110

579

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE)	
APPLICATION OF NATIVE AMERICAN)	
TELECOM, LLC FOR A CERTIFICATE)	
OF AUTHORITY TO PROVIDE LOCAL)	APPLICATION FOR
EXCHANGE SERVICE ON THE)	CERTIFICATE OF
CROW CREEK INDIAN)	AUTHORITY
RESERVATION)	

Native American Telecom, LLC ("Native Telecom" or "Company") hereby respectfully submits this application for a certificate of authority to provide local exchange service on the Crow Creek Indian Reservation, pursuant to ARSD 20:10:32:03 and 20:10:32:15. Native Telecom is a joint venture with the Crow Creek Sioux Tribe on the Crow Creek Indian Reservation to provide telecommunications services on the reservation. By taking responsibility for its telecommunications needs, the Crow Creek Sioux tribe, in partnership with Native Telecom, will develop the telecommunications infrastructure necessary for social and economic development on its reservation.

This application seeks to provide facilities-based basic telephone and advanced broadband services. Native Telecom will not resell the services of the incumbent local exchange carriers ("ILECs"), but intends to provide telecommunications services on the reservation using state-of-the-art technology. As demonstrated herein, Native Telecom has the required technical, financial, and managerial capabilities to meet the requirements to provide local exchange and advanced broadband services.

Native Telecom provides the following information as required by ARSD 20:10:32:03:

(1) The applicant's name, address, telephone number, facsimile number, web page URL, and E-mail address.

Native American Telecom, LLC
6710 E. Split Rock Circle
Sioux Falls, SD 57110
605-370-8052 - Tel
501-868-8836 - Fax
E-Mail: info@dakelyn.com
Web Page URL: www.dakelyn.com

(2) A description of the legal and organizational structure of the applicant's company.

Native Telecom is a home grown telecommunications company organized as a limited liability company under the laws of South Dakota.

EXHIBIT J

(3) The name under which applicant will provide local exchange services if different than in subdivision (1) of this section.

Same name as in subdivision (1).

(4) The location of the applicant's principal office, if any, in this state and the name and address of its current registered agent, if applicable.

Tom Reiman, Registered Agent
Native American Telecom, LLC
6710 E. Split Rock Circle
Sioux Falls, SD 57110

(5) A copy of its certificate of authority to transact business in South Dakota from the secretary of state.

Copy of the certificate of authority is attached as Exhibit A.

(6) A description of the applicant's experience providing any telecommunications services in South Dakota or in other jurisdictions, including the types of services provided, and the dates and nature of state or federal authorization to provide the services.

Native Telecom is a newly formed company, but organized and managed by individuals with significant experience providing telecommunications service in South Dakota and on Indian reservations (*see* response to question #10). The principals of Native Telecom were responsible for the build-out and operation of wireless telecommunications services in rural parts of South Dakota, and Indian reservations in particular, at their former business ventures. During this time, investment in rural South Dakota significantly increased, leading to service to previously unserved areas and the availability of new and advanced services.

(7) Names and addresses of applicant's affiliates, subsidiaries, and parent organizations, if any.

None

(8) A list and specific description of the types of services the applicant seeks to offer and how the services will be provided including:

(a) Information indicating the classes of customers the applicant intends to serve.

Native Telecom will provide service to all individuals and organizations residing or doing business within the exterior boundaries of the Crow Creek reservation.

(b) Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale.

Native Telecom intends to provide service through its own facilities beginning on December 1, 2008 and will not purchase unbundled network elements ("UNEs") from, or resell the services of, the ILECs. Native Telecom is currently working with carriers to establish connectivity for the exchange of telecommunications traffic and with equipment vendors for the technology, including advanced wireless broadband technology, to be used to provide service to customers. The Company will implement a phased deployment of service, which will enable the provision of service soon after all authorizations are received.

(c) A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers.

Native Telecom will not use the facilities of another carrier to provide service to customers, but will deploy its own facilities using advanced wireless technology and/or fiber optic and other wireline technology to serve customers.

(d) Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.

Native Telecom seeks authority to provide local exchange service to compliment its provision of advanced broadband services and other services.

(9) A service area map or narrative description indicating with particularity the geographic area proposed to be served by the applicant.

Native Telecom will provide service only within the exterior boundaries of the Crow Creek Indian reservation.

(10) Information regarding the technical competence of the applicant to provide its proposed local exchange services including:

(a) A description of the education and experience of the applicant's management personnel who will oversee the proposed local exchange services.

Attached hereto as Exhibit B are the biographies of the two principal owners of Native Telecom, who will oversee the provision of local exchange and other services provided on the Crow Creek Indian reservation.

(b) Information regarding policies, personnel, or arrangements made by the applicant which demonstrates the applicant's ability to respond to customer complaints and inquiries promptly and to perform facility and equipment

maintenance necessary to ensure compliance with any commission quality of service requirements.

Native Telecom will establish a toll-free number and email address for all customer inquiries and complaints, and will establish a physical location on the reservation, working with the tribe, to handle all customer complaints and inquiries. The Company commits to respond to all inquiries and complaints within 24 hours.

(11) Information explaining how the applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance, and telecommunications relay services.

Native Telecom will establish connectivity with the ILECs and other telecommunications carriers to provide its customers with access to 911/E911, operator services, interexchange services, directory assistance, and telecommunications relay services. In addition, Native Telecom will establish direct connectivity to any reservation-based Public Service Answering Point ("PSAPs") to ensure the most rapid response to emergency calls.

(12) For the most recent 12 month period, financial statements of the applicant consisting of balance sheets, income statements, and cash flow statements. The applicant shall provide audited financial statements, if available.

As a newly formed limited liability company, Native Telecom does not, itself, have any financial statements for the most recent 12-month period. However, Native Telecom has attached as Exhibit C, which is being filed under seal, the financial statements of its owners/investors. As demonstrated by these financial statements, Native Telecom has the financial resources necessary to initiate and provide service on the reservation.

(13) Information detailing the following matters associated with interconnection to provide proposed local exchange services:

(a) The identity of all local exchange carriers with which the applicant plans to interconnect.

Native Telecom will enter into interconnection agreements with some or all of the local exchange carriers serving the Crow Creek Indian reservation for the exchange of traffic. The Company will not require any other interconnection services, such as local number portability, resale, UNEs, or collocation; however, to the extent it is mutually-beneficial for Native Telecom and the ILECs to enter into these type of arrangements, the parties may do so.

(b) The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start.

Native Telecom has or will this month initiate negotiations with some or all of the local exchange carriers serving the Crow Creek Indian reservation. The Company does not anticipate any issues in entering a traffic exchange agreement with the ILECs.

(c) A copy of any request for interconnection made by the applicant to any local exchange carrier.

None available at this time.

(14) A description of how the applicant intends to market its local exchange services, its target market, whether the applicant engages in multilevel marketing, and copies of any company brochures that will be used to assist in sale of the services.

Native Telecom will focus its marketing efforts on individuals and organizations residing or doing business on the reservation and will provide service in a manner consistent with all applicable laws and policies. In addition, the Company will work cooperatively with the tribal government to market and provide service.

(15) If the applicant is seeking authority to provide local exchange service in the service area of a rural telephone company, the date by which the applicant expects to meet the service obligations imposed pursuant to § 20:10:32:15 and applicant's plans for meeting the service obligations.

Native Telecom will provide service throughout the reservation and will meet the service requirements imposed on eligible telecommunications carriers ("ETCs") pursuant to 47 U.S.C. Section 214(e)(1), and, as required by § 20:10:32:15, Native Telecom will meet the eligible telecommunications carrier service requirements within 24 months after the Commission's order granting certificate of authority to provide local exchange services. As a reservation-based competitive service provider whose service area will be limited to the exterior boundaries of the reservation, Native Telecom will seek designation as an ETC from the Federal Communications Commission ("FCC") pursuant to 47 U.S.C. Section 214(e)(6).

(16) A list of the states in which the applicant is registered or certified to provide telecommunications services, whether the applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable.

As a newly formed company, Native Telecom is not registered or certificated to provide telecommunications services in other states, nor has the Company

applied for or been denied authority to provide telecommunications services in other states.

(17) The names, addresses, telephone numbers, E-mail addresses, and facsimile numbers of the applicant's representatives to whom all inquiries must be made regarding customer complaints and other regulatory matters.

Tom Reiman
Native American Telecom, LLC
6710 E. Split Rock Circle
Sioux Falls, SD 57110
Tel: 605-370-8052
Fax: 501-868-8836
E-Mail: complaints@dakelyn.com

(18) Information concerning how the applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services.

Native Telecom will bill customers directly for its services on a monthly basis. Native Telecom will also work with the tribal authorities on the reservation to provide tribal members with additional options for paying for services to ensure that all customers, including low-income consumers, are able to obtain and pay for services.

(19) Information concerning the applicant's policies relating to solicitation of new customers and a description of the efforts the applicant shall use to prevent the unauthorized switching of local service customers by the applicant, its employees, or agents.

Native Telecom will utilize advertising designed to market its services within the reservation. Further, Native Telecom will not solicit customers via telemarketing. Company will not solicit and switch customers for local exchange service. Native Telecom will require all personnel to be trained in the Company's policies and procedures to ensure affirmative customer selection of service from the Company. The Company will require customers to complete an order form and/or a Letter of Authorization ("LOA") selecting Native Telecom as the customer's carrier. Native Telecom will comply with all state and federal rules, including ARSD 20:10:34, et. seq., prohibiting the slamming of customers.

(20) The number and nature of complaints filed against the applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.

None.

(21) Information concerning how the applicant will make available to any

person information concerning the applicant's current rates, terms, and conditions for all of its telecommunications services.

Native Telecom will advertise using media that targets residents and individuals doing business on the reservation. In addition, Native Telecom will maintain its tariffs at the Commission and in tribal administrative offices.

(22) Information concerning how the applicant will notify a customer of any materially adverse change to any rate, term, or condition of any telecommunications service being provided to the customer. The notification must be made at least thirty days in advance of the change.

Native Telecom will notify customers by mail or email, depending upon the customer's expressed preference as to how notification should be made, to apprise them of any changes in rates, terms and conditions of service. In addition, Native Telecom will work with tribal officials to ensure that tribal members are informed of any developments and changes that impact service.

(23) A written request for waiver of those rules believed to be inapplicable.

Pursuant to ARSD 20:10:32:18, Native Telecom requests a waiver of any requirement to serve the entire study area of rural telephone companies to the extent one applies in ARSD 20:10:32:15.

(24) Federal tax identification number and South Dakota sales tax number.

The Company's federal tax identification number is 26-3283812.

(25) Other information requested by the commission needed to demonstrate that the applicant has sufficient technical, financial, and managerial capabilities to provide the local exchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.

Native Telecom has entered into an agreement with the Crow Creek Sioux Tribe of the Crow Creek Indian reservation to work together to establish a telecommunications infrastructure on the reservation to meet its needs. Attached, as Exhibit D, is a copy of the Crow Creek tribe's Telecommunications Plan, which includes Native Telecom's provision of competitive local exchange services.

Dated this 8th day of September 2008.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Gene DeJordy". The signature is stylized with a large, sweeping initial "G" and "D".

Gene DeJordy, Esq.
Native American Telecom, LLC
6710 E. Split Rock Circle
Sioux Falls, SD 57110
501-804-7797 (Tel)
501-868-8836 (Fax)
E-Mail: gene@dakelyn.com

CERTIFICATE OF SERVICE

I, Gene DeJordy, hereby certify that, on the 8th day of September 2008, I mailed by United States mail, first class prepaid postage, a true and correct copy of the Application for Certificate of Authority to the following:

Executive Director
South Dakota PUC
500 East Capitol Ave.
Pierre, SD 57501

Mark Benton
General Manager
Midstate Communications, Inc.
P.O. Box 48
Kimball, SD 57355
(serves part of the Crow Creek reservation)

Randy Houdek
General Manager
Venture Communications Cooperative
P.O. Box 157
Highmore, SD 57345
(may serve part of the Crow Creek reservation)

EXHIBIT A
NATIVE AMERICAN TELECOM, LLC
CERTIFICATE OF AUTHORITY



589

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

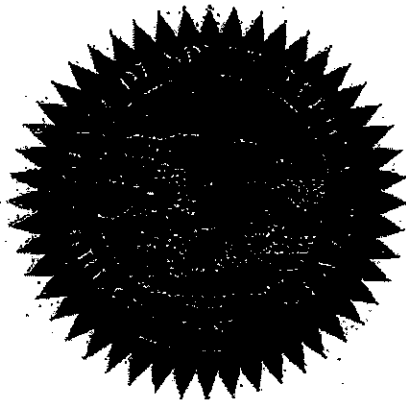
Certificate of Organization Limited Liability Company

ORGANIZATIONAL ID #: DL017257

I, Chris Nelson, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **NATIVE AMERICAN TELECOM, LLC** duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this August 29, 2008.



Chris Nelson

**Chris Nelson
Secretary of State**

Cert of Organization LLC Merge

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
605-773-4845

ARTICLES OF ORGANIZATION
OF A
DOMESTIC LIMITED LIABILITY COMPANY

RECEIVED
AUG 29 2008
S.D. SEC. OF STATE

1. The name of the Limited Liability Company is: Native American Telecom, LLC

2. The duration of the company if other than perpetual is: _____

3. The address of the initial designated office is: _____
6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110

Filed this 29th day of

4. The name and street address of the initial agent for service of process is: _____
Thomas J. Reiman

Aug 2008

6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110

Chris Nelson
SECRETARY OF STATE

5. The name and address of each organizer:
LegalZoom.com, Inc., 7083 Hollywood Blvd., Suite 180, Los Angeles, CA 90028

6. If the company is to be a manager-managed company rather than a member-managed company, the name and address of each initial manager is:

7. Whether one or more of the members of the company are to be liable for its debts and obligations under SDCL 47-34A-303 (c).

Gene DeJordy, 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110
Thomas J. Reiman, 6710 E. Split Rock Circle, Sioux Falls, South Dakota 57110

8. Any other provisions not inconsistent with law, which the members elect to set out in the articles of organization.

The Articles of Organization must be signed by the organizers and must state adjacent to the signature the name and capacity of the signer.

Date 8/25/2008

(Signature and Title)

LegalZoom.com, Inc., Organizer By: Tania Lemus, Secretary

(Signature and Title)

(Signature and Title)

The Consent of Appointment below must be signed by the registered agent.

CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, Thomas J. Reiman, hereby give my consent to serve as the
(name of registered agent)

registered agent for Native American Telecom, LLC

Dated 8/26/08 (limited liability company name)

Thomas J. Reiman Pres. Dir.
(signature)

FILING INSTRUCTIONS:

One or more persons may organize a Limited Liability Company
One original and one exact or conformed copy must be submitted
FILING FEE \$125

domesticllc/articlesoforganization.july.2006

591

EXHIBIT B

NATIVE AMERICAN TELECOM, LLC

MANAGEMENT QUALIFICATIONS

OFFICERS

Gene DeJordy
Chief Executive Officer
Native American Telecom, LLC

Gene DeJordy has over 25 years of telecommunications experience. He established Dakelyn Consulting in November 2007 to provide legal and business development consulting. Prior to that, he was the Senior Vice President of Alltel Corporation, where he was responsible for regulatory matters and universal service operations, and he was Vice President at Western Wireless Corporation, where he was responsible for business development and regulatory affairs. He started his career working as an engineer, project manager, and then an attorney. He has a Juris Doctorate from Catholic University, a Masters of Science from George Washington University, and a Bachelor of Science from University of Maryland. He has been recognized for his dedication and commitment to bringing service to rural America.

Tom Reiman
President
Native American Telecom, LLC

Tom Reiman has worked for several companies where he managed the provision of telecommunications service on Indian Reservations and in rural areas in general. He has worked closely with tribal governments, Economic Development Committees, Tribal Utilities Departments and Tribal Councils on numerous reservations to establish telecommunications services and then manage the on-going provision of service. He has a marketing degree from the University of Bradley and has spent the last 25 years in various management and sales roles in the banking and the telecommunications industry.

CONFIDENTIAL COMPANY SENSITIVE INFORMATION

FILED UNDER SEAL

EXHIBIT C

FINANCIAL STATEMENTS

F 593

EXHIBIT D

**TELECOMMUNICATIONS PLAN OF THE
CROW CREEK TRIBE OF THE CROW CREEK INDIAN RESERVATION**



CROW CREEK SIOUX TRIBE
FORT THOMPSON, SOUTH DAKOTA 57339

Crow Creek Indian Reservation

Telecommunications Plan

To Further Business, Economic, Social, and Educational Development

August 19, 2008 – Fort Thompson, South Dakota. The Crow Creek Indian Reservation is home to the Crow Creek Sioux Tribe which lies mostly in Buffalo County in South Dakota. The Crow Creek reservation is the nation's poorest Indian Reservation; more than 97% of the 3,000 residents are unemployed, compared to the rest of American who fret over a recession that has driven unemployment from 4% up to 6%,--and it's been that way for as long as anyone can remember.

With the poverty come staggering rates of homelessness, alcoholism, disease, drug abuse, murders, suicide, infant mortality, teen-age pregnancy and school dropouts.

To address these issues and more, the Crow Creek Indian Reservation has developed a Telecommunications Plan for the establishment of a telecommunication infrastructure on the reservation that will enable business, economic, social and educational development.

- The Crow Creek Sioux Tribe will supplement the wireless and wire line services available on the reservation with advanced broadband services through the establishment of a new competitive local exchange carrier ("CLEC") utilizing state-of-the-art advanced fixed wireless technology on the reservation. The CLEC, Native American Telecom LLC, will initially provide broadband internet access to critical tribal government locations, schools, and other educational or medical locations, and then will expand service to other businesses and residents on the reservation.

- The Crow Creek Sioux Tribe will use its telecommunications infrastructure to attract new businesses to generate economic development, employment opportunities, and revenue. The tribe will take advantage of its telecommunications infrastructure to (i) develop private sector incentive programs, such as the Minority Business Enterprise Program, (ii) take advantage of its tribal sovereignty in engaging in business, and (iii) apply for status as a foreign trade zone.
- The Crow Creek Sioux Tribe will use its access to information and services to position the tribe to take advantage of programs and services aimed at addressing the social needs of the reservation. Each year, the tribe will establish goals and objectives, and programs aimed at achieving these goals and objectives, to address social and economic development issues, such as poverty, medical needs, unemployment, dependencies, and education.

The Crow Creek Sioux Tribe Chairman's Office can be reached at 605-245-2221.

Crow Creek Sioux Tribe

Crow Creek Utility Authority

In the Matter of }
Native American Telecom, LLC }
Request To Provide Telecommunications }
Service Within The Exterior Boundaries }
of the Crow Creek Reservation }

Order Granting Approval To Provide Telecommunications Service

Native American Telecom, LLC ("Native Telecom") is hereby granted authority to provide telecommunications service on the Crow Creek reservation.¹

Under the Constitution and By Laws of the Crow Creek Sioux Tribe, the Tribal Council is empowered and authorized to enact resolutions and ordinances governing the management of all economic and educational affairs and enterprises of the Tribe. The Crow Creek Utility Authority Ordinance was amended in September 1997 to establish the Crow Creek Utility Authority. Under the Crow Creek Utility Authority Plan of Operation, the stated purpose of the Crow Creek Utility Authority is to "plan for, provide, and furnish utility services in all areas of the Crow Creek Sioux Reservation" (Section 3.A.1.).

Native Telecom proposes to: (i) provide basic telephone and advanced broadband services, which are "utility services" essential to the health and welfare of the tribe; and (ii) provide these services in "all areas of the Crow Creek Sioux Reservation." Furthermore, Native Telecom proposes to provide basic telephone service, consistent with the federal universal service requirements of 47 U.S.C. § 214(e) and the rules of the Federal Communications Commission ("FCC"). In addition, Native Telecom commits to work with the Crow Creek Sioux Tribe to identify and pursue economic development opportunities and make basic telephone and advanced broadband services readily available and affordable to residents of the reservation.

The Crow Creek Utility Authority concludes that Native Telecom's proposal to provide basic telephone and advanced broadband services on the reservation is consistent with the "Crow Creek Indian Reservation Telecommunications Plan To Further Business, Economic, Social, and Educational Development" on the reservation.² Based upon

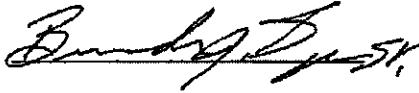
¹ This approval is akin to competitive local exchange carrier (CLEC) approval provided to carriers outside of reservations.

² On August 19, 2008, the Crow Creek Sioux Tribe released its Telecommunications Plan To Further Business, Economic, Social, and Educational Development on the reservation.



Native Telecom's proposal and commitments, Native Telecom is hereby granted authority to provide telecommunications services on the Crow Creek Reservation subject to the jurisdiction of the laws of the Crow Creek Sioux Tribe.

Dated: October 28, 2008



Brandon Sazue
Crow Creek Tribal Chairman



**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE)
APPLICATION OF NATIVE AMERICAN)
TELECOM, LLC FOR A CERTIFICATE)
OF AUTHORITY TO PROVIDE LOCAL) **DOCKET NO. TC08-110**
EXCHANGE SERVICE ON THE)
CROW CREEK INDIAN)
RESERVATION)

COMMENTS OF THE CROW CREEK SIOUX TRIBE

The Crow Creek Sioux Tribe ("Tribe") hereby submit these comments on the Motion To Dismiss filed by Native American Telecom, LLC ("Native Telecom"). In its Motion, Native Telecom requests that the Commission dismiss its application for a certificate of authority to provide local exchange service on the Crow Creek Indian Reservation based upon the Tribe exercising jurisdiction over Native Telecom's provision of service within the exterior boundaries of the reservation. For the reasons explained herein, the Tribe urges the Commission to recognize the Tribe's jurisdiction and sovereignty and dismiss Native Telecom's application.

The Crow Creek Indian Reservation is home to the Tribe., The Crow Creek reservation is one of the nation's poorest Indian reservations. To address the staggering economic conditions on the reservation, the Tribe has developed a Telecommunications Plan for the establishment of a telecommunications infrastructure on the reservation that will enable business, economic, social and educational development. Under this plan:

- 1 The Tribe will supplement the wireless and wireline services available on the reservation with advanced broadband and telephone services through the establishment of a new competitive local exchange carrier ("CLEC") utilizing state-of-the-art advanced fixed wireless technology on the reservation. The CLEC, Native American Telecom LLC, will initially provide broadband internet access to critical tribal government locations, schools, and other educational and medical locations, and then will expand service to other businesses and residents on the reservation.
- 2 The Tribe will use its telecommunications infrastructure to attract new businesses to generate economic development, employment opportunities, and revenue. The tribe will take advantage of its telecommunications infrastructure to (i) develop private sector incentive programs, such as the Minority Business Enterprise Program, (ii) take advantage of its tribal sovereignty in engaging in business, and (iii) apply for status as a foreign trade zone.

The Tribe will use its access to information and services to take advantage of

EXHIBIT L

programs and services aimed at addressing the social needs of the reservation. To this end, on October 28, 2008, the Crow Creek Utility Authority issued the *Order Granting Approval To Provide Telecommunications Service on the Crow Creek Reservation* authorizing Native Telecom to provide local exchange and other telecommunications services on the Crow Creek reservation, subject to the jurisdiction of the laws of the Crow Creek Sioux Tribe. Under the Constitution and By Laws of the Crow Creek Sioux Tribe, the Tribal Council is empowered and authorized to enact resolutions and ordinances governing the management of all economic and educational affairs and enterprises of the Tribe. The Crow Creek Utility Authority Ordinance was amended in September 1997 to establish the Crow Creek Utility Authority. Under the Crow Creek Utility Authority Plan of Operation, the stated purpose of the Crow Creek Utility Authority is to "plan for, provide, and furnish utility services in all areas of the Crow Creek Sioux Reservation."

In August, the Tribe entered into an agreement with Native Telecom to develop a telecommunications system on the reservation that would further business, economic, social, and educational development on the reservation, consistent with the Tribe's Telecommunications Plan To Further Business, Economic, Social, and Educational Development on the reservation. As a sovereign nation, the Tribe has jurisdiction over an entity that provides service exclusive to the reservation, which is what Native Telecom is proposing to do.

Based upon the *Crow Creek Order*, the Tribe's agreement with Native Telecom, and Native Telecom's provision of service being limited to consumers residing within the exterior boundaries of the Crow Creek reservation, the Tribe has jurisdiction over Native Telecom's provision of service and therefore the application filed with the Commission should be dismissed.

Dated this 11th day of December 2008.

Respectfully submitted,

Crow Creek Sioux Tribe

By:

Brandon Sazue
Tribal Chairman
Crow Creek Sioux Tribe
Fort Thompson, SD 57339

601

CERTIFICATE OF SERVICE

I, Brandon Sazue, hereby certify that, on the 11th day of December 2008, I sent a true and correct copy of these Comments to the following:

Karen Cremer
South Dakota PUC
500 East Capitol Ave.
Pierre, SD 57501
Karen.Cremer@state.sd.us

Margo D. Northrup
Riter, Rogers, Wattier, † & Northrup LLP
P.O. Box 280
319
S. Coteau St.

Pierre, S.D. 57501
m.northrup@riterlaw.com

Richard Coit † †
SDTA †
320 East Capitol Ave. †
Pierre, SD † 57501 † †
richcoit@sdtaonline.com † †

Gene DeJordy
Native American Telecom, LLC
6710 E. Split Rock Circle
Sioux Falls, SD 57110
Gene@Dakelyn.com

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF NATIVE AMERICAN TELECOM, LLC FOR A CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICES ON THE CROW CREEK INDIAN RESERVATION)	ORDER GRANTING MOTION TO DISMISS AND CLOSING DOCKET
)	TC08-110

On September 8, 2008, Native American Telecom, LLC (Native American) filed an application with the Public Utilities Commission (Commission) for a certificate of authority to provide local exchange services on the Crow Creek Indian Reservation.

On September 11, 2008, the Commission electronically transmitted notice of the filing and the intervention deadline of September 26, 2008, to interested individuals and entities. Midstate Communications (Midstate), Venture Communications Cooperative (Venture) and South Dakota Telecommunications Association (SDTA) filed to intervene on September 26, 2008. At its regularly scheduled meeting of October 7, 2008, the Commission granted intervention to Midstate, Venture and SDTA.

On December 1, 2008, the Commission received a Motion to Dismiss from Native American. On December 10, 2008, the Commission received Intervenors Response to Motion to Dismiss. On December 18, 2008, the Commission received a Reply of Native American to Intervenors' Response to Motion to Dismiss. On January 15, 2009, the Commission received Comments of the Crow Creek Sioux Tribe. On January 16, 2009, the Commission received Intervenors Motion to Compel. On January 20, 2009, the Commission received Staff's Response to Motion to Dismiss.

At its regularly scheduled meeting of January 27, 2009, the Commission considered this matter. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-3 and ARSD Chapter 20:10:32. The Commission found that Native American's motion to voluntarily dismiss its application for a certificate of authority, without prejudice, is reasonable and not contrary to the public interest and close the docket. It is therefore

ORDERED, that Native American's motion to dismiss its application for a certificate of authority is granted and the application is dismissed, without prejudice; and it is further

ORDERED, that this docket is closed.

Dated at Pierre, South Dakota, this 5th day of February, 2009.

EXHIBIT M

CERTIFICATE OF SERVICE
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, electronically.
By: <u><i>Arlaine Kolbo</i></u>
Date: <u>2/5/09</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Dustin M. Johnson
DUSTIN M. JOHNSON, Chairman

Steve Kolbeck
STEVE KOLBECK, Commissioner

Gary Hanson
GARY HANSON, Commissioner



603



Crow Creek Sioux Tribe Utility Authority
P.O. BOX 497
Fort Thompson, SD 57339-0497
605-245-2544 Telephone
605-245-2752 Facsimile

Order

Before the Crow Creek Sioux Tribe Utility Authority (“Utility Authority”) is a Complaint filed by Native American Telecom, LLC (“Native American Telecom – Crow Creek”) seeking enforcement of its Access Service Tariff, filed with the Utility Authority and in effect as of September 1, 2009. Native American Telecom – Crow Creek contends that Sprint is not paying for services rendered on the Crow Creek reservation. In particular, Native American Telecom – Crow Creek states that Sprint has provided the following response to its recent access services invoice:¹

“Sprint objects to the nature of certain traffic for which Cabs Agents/Native American Telecom is billing access charges and Sprint disputes the terminating charges in full. It is Sprint's position that traffic volumes associated with, but not limited to; artificially stimulated usage, chat lines, free conferencing, and revenue sharing are not subject to access charges. If you have any questions please call Julie Walker at 913-762-6442 or email at julie.a.walker@sprint.com.

On March 26, 2010, Native American Telecom – Crow Creek provided this Utility Authority with a copy of the billing dispute by Sprint. While normally this Utility Authority would not intervene in a billing dispute that involves factual issues to be addressed by the parties, this situation involves a legal issue that requires the intervention of the Utility Authority. By taking the position the termination of traffic by Native American Telecom – Crow Creek on the reservation is “not subject to access charges,” even though Native American Telecom – Crow

¹ Email from Candice Clark, billing agent of Native American Telecom – Crow Creek, to Gene DeJordy, CEO of Native American Telecom – Crow Creek.

EXHIBIT N



Creek has a lawful tariff in effect at the Utility Authority, Sprint appears to be challenging the jurisdiction and laws of the Crow Creek Sioux Nation and this Utility Authority.

Sprint's self-help in refusing to pay Native American Telecom – Crow Creek's tariffed rates violates the "filed rate doctrine," which require all customers, such as Sprint, who avail themselves of tariffed services, to pay the rates contained in effective tariffs. The filed rate doctrine, also known as the filed tariff doctrine, is a common law construct that originated in judicial and regulatory interpretations of the Interstate Commerce Act, and was later applied to the Communications Act of 1934, as amended. It has been applied consistently to a variety of regulated industries for almost a century. The filed rate doctrine stands for the principle that a validly filed tariff has the force of law, and may not be challenged in the courts for unreasonableness, except upon direct review of an agency's endorsement of the rate.² This Utility Authority looks to common law practices to guide its decisions and be precedent for future actions.

The FCC has reaffirmed the filed rate doctrine in its *CLEC Access Charge Order* and expressly applied it to access charges, like those imposed by Native American Telecom – Crow Creek through its tariff in effect with the Utility Authority. The FCC stated "[t]ariffs require IXCs to pay the published rate for tariffed CLEC access services, absent an agreement to the contrary or a finding by the Commission that the rate is unreasonable."³

² E.g., *Maislin Industries, U.S. v. Primary Steel, Inc.*, 497 U.S. 116, 117 (1990); *Telecom International America, Ltd. v. AT&T Corp.*, 67 F. Supp. 2d 189, 216-17 (S.D.N.Y.1999); *MCI Telecommunications Corp. v. Dominican Communications Corp.*, 984 F.Supp.185, 189 (S.D.N.Y.1997).

³ *CLEC Access Charge Order*, 16 FCC Red 9923 ¶28. It should be noted that Native American Telecom – Crow Creek's intrastate tariffed rates mirror its interstate tariffed rates, which are based upon the interstate access rates of MidState Communications, who is the incumbent local exchange carrier.



The filed rate doctrine is motivated by two principles: (1) it prevents carriers from engaging in price discrimination between ratepayers; and (2) it preserves the exclusive role of authorities in approving “reasonable” rates for telecommunications services by keeping courts out of the rate-making process.⁴ Thus, if a carrier acquires services under a filed tariff, only the rate contained in the tariff for that service would apply. The filed rate doctrine is applied strictly, and it requires a party that receives tariffed services to pay the filed rates, even if that party is dissatisfied with the rates or alleges fraud. Rather, a party seeking to challenge a tariffed rate must pay the rate in the tariff and then file a complaint with this Utility Authority challenging the rate. Sprint’s has not filed a complaint with this Utility Authority and its self-help actions could jeopardize the ability of a carrier, like Native American Telecom – Crow Creek, to serve the essential telecommunications needs of the residents of the Crow Creek reservation. In fact, this Utility Authority takes notice that Native American Telecom – Crow Creek commenced providing essential telecommunications services, including local exchange telephone service and high-speed broadband service, to residents of the Crow Creek reservation pursuant to an *Order Granting Approval To Provide Telecommunications Service* by this Utility Authority on October 28, 2008. It is also a matter of public record that Native American Telecom – Crow Creek has commenced offering new and critically needed services on the reservation.⁵

In approving Native American Telecom – Crow Creek’s provision of service on the reservation, the Utility Authority relied on Native American Telecom – Crow Creek’s commitments to:

⁴ *Marcus v. AT&T Corp.*, 138 F.3d 46, 58 (2nd Cir. 1998).

⁵ See Crow Creek Sioux Tribe Notice dated February 8, 2010, *Crow Creek Sioux Tribe Launches New Tribally Owned Telephone and Advanced Broadband Telecommunications System*.

- (i) “provide basic telephone and advanced broadband services . . . essential to the health and welfare of the tribe;”
- (ii) “provide these services in “all areas of the Crow Creek Sioux Reservation;”
- (iii) “provide basic telephone service, consistent with the federal universal service requirements of 47 C.F.R. § 214(e) and the rules of the Federal Communications Commission (“FCC”);” and
- (iv) “make basic telephone and advanced broadband services readily available and affordable to residents of the reservation.”

Order Granting Approval To Provide Telecommunications Service at page 1. The Crow Creek reservation is a rural, high-cost service area. Access service revenue has historically been a critically important source of revenue for rural carriers, like Native American Telecom – Crow Creek, to support operations. Native American Telecom – Crow Creek’s commitments, which are now obligations, are significant and justify its access service tariff for the termination of traffic, including conference calling traffic, on the Crow Creek reservation. If carriers, like Sprint, are able to take self-help actions and not pay for services rendered subject to a lawful tariff, it would not only put at risk the continued operation of carriers like Native American Telecom – Crow Creek, but would also put at risk the services relied upon by, and in some cases essential to the health and safety of, consumers.

For the foregoing reasons, this Utility Authority finds Sprint’s non-payment of Native American Telecom – Crow Creek’s access tariff charges to be a violation of the laws of the Crow Creek Sioux Tribe. This finding applies to both the intrastate access services subject to the tariff in effect at this Utility Authority and the interstate access services subject to the tariff in effect at the FCC. To the extent Sprint believes that Native American Telecom – Crow Creek’s

access rates are unreasonable or not applicable, it should file a Complaint with this Utility Authority and not take matters into its own hands by not paying for services provided by Native American Telecom – Crow Creek.

Dated: March 29, 2010

/s/ Brandon Sazue
Brandon Sazue, Chairman
Crow Creek Sioux Tribe Utility Authority

CROW CREEK SIOUX TRIBE)
CROW CREEK SIOUX RESERVATION)
CROW CREEK SIOUX JURISDICTION)

IN TRIBAL COURT

CIVIL DIVISION

NATIVE AMERICAN TELECOM,
LLC,

CIV. CASE 10-07-086

Petitioner/Plaintiff,

vs.

CIVIL COMPLAINT

SPRINT COMMUNICATIONS
COMPANY L.P.,

Respondent/Defendant.

Plaintiff, Native American Telecom, LLC, by and through its counsel, and for its
Complaint against Defendant Sprint Communications Company L.P., states and alleges as
follows:

INTRODUCTION

This is a collection action arising from Defendant Sprint Communications Company
L.P.'s ("Defendant" or "Defendant Sprint") unlawful refusal to pay Plaintiff Native American
Telecom, LLC ("Plaintiff" or "Plaintiff NAT") for completing and terminating Defendant
Sprint's long distance traffic. At its core, this Complaint seeks to enforce Plaintiff NAT's well-
established legal rights to collect compensation for terminating Defendant Sprint's
telecommunications calls on the Crow Creek Sioux Tribe Reservation.

The charges for the work provided by Plaintiff NAT are known as "access charges."
Plaintiff NAT is entitled to charge Defendant Sprint for these "access charges" for allowing
Defendant Sprint to utilize Plaintiff NAT's local network services to complete long distance

calls. Defendant Sprint has deliberately ignored its legal obligations to compensate Plaintiff NAT for the services Plaintiff NAT has rendered for completing calls for Defendant Sprint and Defendant Sprint's customers. Defendant Sprint's obligation to compensate Plaintiff NAT is mandated by Plaintiff NAT's lawfully-filed tariffs, established case law, the Communications Act of 1934, as amended ("Communications Act" or "Act"), and the Federal Communications Commission's ("FCC" or "Commission") implementing rules and policies.

Defendant Sprint's self-help in refusing to pay Plaintiff NAT's tariffed rates violates the "filed rate doctrine" and FCC precedent, which require all customers who avail themselves of tariffed services to pay the rates contained in effective tribal and federal tariffs. Settled FCC orders prohibit carriers, such as Defendant Sprint, from engaging in self-help by refusing to pay tariffed rates.

Plaintiff NAT has performed its duties as a telecommunications carrier to allow Defendant Sprint to utilize Plaintiff NAT's network to terminate calls. However, Defendant Sprint refuses to pay Plaintiff NAT's lawfully assessed access charges for terminating the calls. Defendant Sprint's unlawful actions place Plaintiff NAT and its customers at risk, which the tariffs were intended to address and prohibit.

On or about March 29, 2010, the Crow Creek Sioux Tribe Utility Authority ("Tribal Utility Authority") issued an Order finding Defendant Sprint's "non-payment of Native American Telecom - Crow Creek's access tariff charges to be a violation of the laws of the Crow Creek Sioux Tribe" and a violation of the "filed rate doctrine."

THE PARTIES

1. Plaintiff NAT is a tribally-owned, limited liability company that provides telecommunications services exclusively on the Crow Creek Sioux Tribe reservation.



2. Upon information and belief, Defendant Sprint is a limited liability partnership with its principal place of business at 6200 Sprint Parkway, Overland Park, Kansas. Upon information and belief, Defendant Sprint is authorized to do business in South Dakota. Upon information and belief, Defendant Sprint is also an international communications corporation, providing interexchange service. In providing interexchange services, Defendant Sprint receives payments from its customers and then must compensate carriers, like Plaintiff NAT, to originate or terminate its customers' calls.

JURISDICTION

3. This Court has jurisdiction over the parties and subject matter of this action as the conduct alleged below occurred within the Crow Creek Sioux Reservation.

FACTUAL ALLEGATIONS

4. On or about October 28, 2008, the Tribal Utility Authority granted Plaintiff NAT "authority to provide telecommunications services on the Crow Creek reservation subject to the jurisdiction and laws of the Crow Creek Sioux Tribe." Plaintiff NAT is considered a competitive local exchange carrier ("CLEC") providing local, long distance, and access telephone service to customers on the Crow Creek reservation.

5. Historically, telephone service in the United States was largely provided by a single integrated company, known as AT&T. In 1984, AT&T was split into "local" and "long distance" or interexchange companies ("IXCs"). The local telephone companies, known as local exchange carriers ("LECs"), maintained exclusive franchises to provide telephone service within defined geographic service territories. By contrast, the long distance portion of AT&T was faced with competition from other IXCs, such as MCI, Sprint, and many others.

6. IXCs generally utilized their own lines to carry calls across a state or across the country. They did not, however, own the telephone lines within the local exchange. Rather, those lines were owned by the LECs. To enable long distance competition, the FCC required LECs to allow IXCs to use their local lines for purposes of "originating" and "terminating" telephone calls. For example, when a consumer made a long distance call, the consumer's LEC would "originate" the call and hand it off to the IXC. The IXC would carry the call across its network and deliver it to a LEC to "terminate" the call to the dialed customer. Without this requirement, LECs could have frustrated long distance competition by refusing to allow IXCs to use the local exchange network for routing long distance calls.

7. To compensate LECs for the use of their networks, the FCC required IXCs to pay "access charges" for "originating" and "terminating" long distance telephone calls. These access charges were set forth in regulated price lists, known as tariffs, filed with the FCC, state, or tribal utility authorities. These tariffs ensured that IXCs were treated fairly by making like-service offerings available to all IXCs.

8. In 1996, Congress amended the United States' telecommunications laws by enacting the Telecommunications Act ("1996 Act"). As part of the 1996 Act, Congress eliminated the four (4) exclusive franchises possessed by Incumbent LECs ("LECs") and preempted state "statute[s]," "regulation [s]," and other "legal requirement[s]" that "prohibit or have the effect of prohibiting the ability of any entity to provide interstate or intrastate telecommunications services." 47 U.S.C. § 253(a). The effect of this section was to compel all states to open their local telecommunications market to competition from new entrants, known as competitive local exchange carriers ("CLECs").

9. Congress also required all telecommunications carriers - local and long distance carriers - to interconnect their networks "directly or indirectly with the facilities and equipment of other telecommunications carriers." 47 U.S.C. § 251(a). Interconnection ensures that all consumers can place calls to, and receive calls from, consumers that are served by a different telecommunications carrier. Without an interconnection requirement, consumers that purchase service from one carrier would have no assurance of their ability to place calls to consumers served by other carriers.

10. Federal, state, and tribal regulators have jurisdiction over the access charges that apply to any given interexchange call, depending upon whether the call is interstate, intrastate, or terminates on tribal lands. If the call originates in one state and terminates in another state, the access charges that apply fall exclusively under the FCC's jurisdiction. The access charges that are the subject of this Complaint reflect both interstate and tribal traffic. As is the case for all LECs, the CLECs generally file tariffs with the FCC, state, or tribal utility authorities describing their terms and conditions of service. Under FCC regulations, CLECs are generally entitled to charge the same rates as ILECs for providing originating and terminating access charges for interstate calls.

11. Prior to 2001, the FCC did not regulate CLEC access charges. In 2001, however, in its *CLEC Access Charge Order*, the Commission modified its rules to regulate CLEC access rates by more closely aligning CLEC access rates with those of the Incumbent LECs. The FCC established a "benchmark" or "safe harbor" at or under which CLEC access rates are presumed just and reasonable as a matter of law. *Reform of Access Charges Imposed by Competitive Local Exchange Carriers*, 16 FCC Rcd 9923, ¶¶3, 40-63 (2001) ("*CLEC Access Charge Order I*"). See also 47 C.F.R. §61.26. Specifically, the Commission concluded that:

[A]n IXC that refused payment of tariffed rates within the safe harbor would be subject to suit on the tariff in the appropriate federal district court, without the impediment of a primary jurisdiction referral to the Commission to determine the reasonableness of the rate. Similarly, because of the presumptive conclusion of reasonableness that we will accord to tariffed rates at or below the benchmark, a CLEC with qualifying rates will not be subject to a section 208 complaint challenging its rates. *Access Charge Reform Seventh Report and Order* at ¶60.

12. The FCC initially set the benchmark at 2.5 cents per minute, or the competing incumbent's rate, whichever was higher. *Id.* at ¶45. Under the FCC's plan, the benchmark declined over a three-year period until it reached the competing Incumbent LEC's rate. *Id.* The benchmark rate is the rate of the competing Incumbent LEC in the area served by the CLEC.

13. Since 2009, Plaintiff NAT has had on file an interstate tariff filed with the FCC and an intrastate/tribal tariff filed with the Utility Authority, both of which fully comply with the FCC's rules.

14. The filed rate doctrine (also known as the filed tariff doctrine) is a common law construct that originated in judicial and regulatory interpretations of the Interstate Commerce Act, and was later applied to the Communications Act. It has been applied consistently to a variety of regulated industries for almost a century. The filed rate doctrine stands for the proposition that a validly filed tariff has the force of law, and may not be challenged in the courts for unreasonableness, except upon direct review of an agency's endorsement of the rate. *See e.g., Maislin Industries, U.S. v. Primary Steel, Inc.*, 497 U.S. 116, 117 (1990); *Telecom International America, Ltd. v. AT&T Corp.*, 67 F. Supp. 2d 189, 216-17 (S.D.N.Y.1999); *MCI Telecommunications Corp. v. Dominican Communications Corp.*, 984 F.Supp.185, 189 (S.D.N.Y.1997).

15. The filed rate doctrine is motivated by two principles – (1) to prevent carriers from engaging in price discrimination between ratepayers; and (2) to preserve the exclusive role of federal agencies in approving “reasonable” rates for telecommunications services by keeping courts out of the rate-making process. *Marcus v. AT&T Corp.*, 138 F.3d 46, 58 (2nd Cir. 1998). Thus, if a carrier acquires services under a filed tariff, only the rate contained in the tariff for that service will apply. The filed rate doctrine is applied strictly, and it requires a party that receives tariffed services to pay the filed rates, even if that party is dissatisfied with the rates or alleges fraud. *Marcus*, 138 F.3d at 58-59. A party seeking to challenge a tariffed rate must pay the rate in the tariff and then file a complaint with the FCC challenging the rate.

16. The FCC reaffirmed the filed rate doctrine and expressly applied it to CLEC access charges in its *CLEC Access Charge Order I*, explaining that “[t]ariffs require IXCs to pay the published rate for tariffed C[ompetitive] LEC access services, absent an agreement to the contrary or a finding by the Commission that the rate is unreasonable.” 16 FCC Rcd 9923 ¶28.

17. Despite the FCC’s unequivocal statement of the law and its policies prohibiting self-help refusals to pay access charges, Defendant Sprint has illegally withheld access charge payments from Plaintiff NAT.

18. Plaintiff NAT provides interstate exchange access and other services on the Crow Creek reservation under federal and tribal tariffs. These tariffs are validly filed and consistent with Section 203 of the Act, 47 U.S.C. § 203.

19. Plaintiff NAT’s tariffs have been in full force and effect during the time that it has been providing access services to Defendant Sprint.

20. Pursuant to its tariffs, Plaintiff NAT has submitted invoices to Defendant Sprint for access charges associated with the access services provided to Defendant Sprint.

21. Defendant Sprint continues to take access services from Plaintiff NAT, while withholding payment for the services it provides.

22. Plaintiff NAT has provided exchange access and other services to Defendant Sprint under a lawful tribal tariff. Plaintiff NAT's tariffed access rates are fully compliant with the FCC's regulations governing CLEC access charges.

23. Plaintiff NAT has been providing access service to Defendant Sprint since October of 2009, as prescribed in Plaintiff NAT's access tariffs filed with the Tribal Utility Authority and the FCC.

24. Prior to March 2010, Defendant Sprint paid Plaintiff NAT's invoices at the tariffed rates.

25. Beginning in March 2010, Defendant Sprint ceased paying for the access services it took from Plaintiff NAT.

26. On March 22, 2010, Defendant Sprint provided the following explanation for its refusal to pay Plaintiff NAT's invoices:

Sprint objects to the nature of certain traffic for which Cabs Agents/Native American Telecom is billing access charges and Sprint disputes the terminating charges in full. It is Sprint's position that traffic volumes associated with, but not limited to; artificially stimulated usage, chat lines, free conferencing, and revenue sharing are not subject to access charges. If you have any questions please call Julie Walker at 913-762-6442 or email at julie.a.walker@sprint.com.

27. On March 26, 2010, Plaintiff NAT provided the Tribal Utility Authority with a copy of the billing dispute with Defendant Sprint.

28. On March 29, 2010, the Tribal Utility Authority issued an Order finding:

Sprint's non-payment of Native American Telecom - Crow Creek's access tariff charges [are] a violation of the laws of the Crow Creek Sioux Tribe. This finding applies to both the

intrastate access services subject to the tariff in effect at this Utility Authority and the interstate access services subject to the tariff in effect at the FCC. To the extent Sprint believes that Native American Telecom – Crow Creek's access rates are unreasonable or not applicable, it should file a Complaint with this Utility Authority and not take matters into its own hands by not paying for services provided by Native American Telecom – Crow Creek.

29. By failing to pay the full amount invoiced by Plaintiff NAT, Defendant Sprint has breached its obligations under Plaintiff NAT's lawful tariffs.

30. Because of Defendant Sprint's refusal to pay its bills, Plaintiff NAT has thus far been damaged in the amount of approximately \$199,016.59, including interstate and intrastate charges. Additional damages are accruing daily as Defendant Sprint continues to withhold amounts due for interstate and intrastate access services rendered by Plaintiff NAT.

COUNT I

Breach of Contract/Collection Action Pursuant to Federal Tariffs

31. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.

32. Plaintiff NAT has provided interstate switched access services to Defendant Sprint. Defendant Sprint is required to pay Plaintiff NAT's access charges as set forth in Plaintiff NAT's federal tariffs.

33. Defendant Sprint has failed to pay the access charges that Defendant Sprint owes under the tariffs and associated late fees, thus constituting a breach of the applicable tariffs and therefore a breach of contract.

34. Plaintiff NAT has been, and continues to be, damaged by Defendant Sprint's refusal to pay the access charges it owes, plus late fees as provided in the tariffs. Plaintiff NAT is entitled to recover these amounts, or such other damages as may be established at trial.

COUNT II

Breach of Implied Contract Resulting From Violation of Federal and Tribal Tariffs

35. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.
36. Plaintiff NAT has validly filed tariffs with both the FCC and the Tribal Utility Authority.
37. Plaintiff NAT has supplied services and submitted invoices to Defendant Sprint pursuant to Plaintiff NAT's filed tariffs for services provided, which constitutes an implied contract.
38. Defendant Sprint has refused to pay the invoices. Defendant Sprint's actions constitute a material uncured breach of the tariffs and of the implied contract among the parties resulting from the filed tariffs.

COUNT III

Violation of Section 201 of the Communications Act, 47 U.S.C. § 201

39. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.
40. Defendant Sprint is required to pay Plaintiff NAT's switched access charges as set forth in Plaintiff NAT's federal tariffs.
41. Defendant Sprint has failed to pay the access charges Defendant Sprint owes under the tariffs and associated late fees.
42. Section 201(b) of the Communications Act (47 U.S.C. § 201) imposes upon common carriers the duty that their practices in connection with communication services be "just and reasonable," and provides that all unjust and unreasonable practices are unlawful.
43. Defendant Sprint has engaged in unreasonable, unjustified, and unlawful self-help by refusing to pay to Plaintiff NAT the access charges that Defendant Sprint lawfully owes.

44. Defendant Sprint's refusal to pay the lawful access charges associated with services it has taken, and continues to take, from Plaintiff NAT constitutes an unreasonable practice in violation of Section 201(b) of the Act and the FCC's implementing decisions.

45. As a result of Defendant Sprint's unreasonable practice of refusing to pay for lawfully-tariffed services, Plaintiff NAT has been damaged in the amount previously set forth or such other damages as may be established at trial.

46. Because Defendant Sprint's conduct constitutes a violation of Section 201(b) of the Act, Plaintiff NAT is entitled to recover its reasonable attorneys' fees pursuant to Section 206 of the Act, 47 U.S.C. § 206.

COUNT IV

Violation of Section 203 of the Communications Act, 47 U.S.C. § 203

47. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.

48. Defendant Sprint is required to pay Plaintiff NAT's switched access charges as set forth in Plaintiff NAT's federal tariffs.

49. Defendant Sprint has failed to pay the access charges Defendant Sprint owes under the tariffs and associated late fees.

50. Section 203 of the Communications Act (47 U.S.C. § 203) imposes upon common carriers the duty to file tariffed rates for regulated communications services and to pay the tariffed rates for such services. Section 203(c) states that no carrier shall "charge, demand, collect, or receive a greater or less compensation, for such communication [than the tariffed rate]."

51. Defendant Sprint has engaged in an unreasonable practice of refusing to pay Plaintiff NAT its tariffed rates for the access services it has utilized, thereby "demanding" and



"receiving" a rate less than the tariffed rate, in violation of Section 203(c) of the Act and the FCC's implementing decisions such as *MCI Telecommunications Corporation, American Telephone and Telegraph Company and the Pacific Telephone and Telegraph Company*, 62 F.C.C.2d 703 (1976).

52. As a result of Defendant Sprint's unreasonable practice of refusing to pay for lawfully-tariffed services, Plaintiff NAT has been damaged in the amounts set forth above or such other damages as may be proved at trial.

53. Because Defendant Sprint's conduct is willful, malicious, and includes, *inter alia*, an intentional refusal to abide by filed tariffs, disregard of controlling orders of the FCC, and illegal self-help, Plaintiff NAT is entitled to an award of punitive damages.

54. Because Defendant Sprint's conduct constitutes a violation of Section 203(c) of the Act, Plaintiff NAT is entitled to recover their reasonable attorneys' fees, pursuant to Section 206 of the Act, 47 U.S.C. § 206.

COUNT V

Breach of Contract/Collection Action Pursuant to Tribal Tariff

55. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.

56. Plaintiff NAT has provided intrastate switched access services to Defendant Sprint. Defendant Sprint is required to pay Plaintiff NAT's access charges as set forth in its tribal tariff.

57. Defendant Sprint has failed to pay the access charges that it owes under Plaintiff NAT's tribal tariff and associated late fees.

58. Plaintiff NAT has been and continues to be damaged by Defendant Sprint's refusal to pay the access charges it owes, plus late fees as provided by the tariff.

59. Plaintiff NAT is entitled to recover these amounts, or such other damages as may be established at trial.

COUNT VI

Quantum Meruit

60. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.

61. Count VI is pleaded in the alternative to the previous counts, in the event that the court does not find the existence of a valid contractual obligation.

62. Plaintiff NAT has provided, and continues to provide, valuable switched access services to Defendant Sprint.

63. Defendant Sprint accepted, used, and enjoyed the access services that Plaintiff NAT has provided, and continues to provide, to Defendant Sprint.

64. It was at all times foreseeable that Plaintiff NAT expected to be paid for the access services it provided to Defendant Sprint.

65. The reasonable and fair market value of the services for which Defendant Sprint has refused to pay is established by Plaintiff NAT's tariffed switched access charge rates.

66. Defendant Sprint has been, and will continue to be, unjustly enriched unless it is required to pay to use Plaintiff NAT's access services.

COUNT VII

Declaratory Judgment

67. Plaintiff NAT re-alleges and incorporates by reference the foregoing paragraphs.

68. A present, actionable, and justiciable controversy exists with respect to the legal rights between the parties. Such controversy arises under the Federal Communications Act, 47

U.S.C. §§ 201, *et seq.*, and under the laws of the United States. Litigation between the parties is unavoidable.

69. Defendant Sprint's refusal to pay interstate and intrastate access charges for its use of Plaintiff NAT's switched access services and Defendant Sprint's refusal to pay associated late fees are ongoing and repeated practices.

70. On information and belief, absent a declaratory judgment, Defendant Sprint will continue its wrongful practices of refusing to pay interstate and intrastate access charges and late fees for these services from which Defendant Sprint benefits.

71. It would be unduly burdensome and inefficient for Plaintiff NAT to bring new actions for damages each time Defendant Sprint wrongfully refuses to pay an invoice.

72. Accordingly, Plaintiff NAT is entitled to a declaratory judgment and such further relief based upon that declaratory judgment as the Court deems proper, pursuant to 28 U.S.C. §§ 2201 and 2202, determining that Plaintiff NAT:

(a) Has lawfully charged Defendant Sprint for services rendered in the provision of interstate and intrastate access services, either pursuant to Plaintiff NAT's duly filed federal and tribal tariffs, or in accordance with the principles of equity.

(b) Defendant Sprint has breached the express contracts between it and Plaintiff NAT by refusing and failing to pay interstate access charges and associated late fees, either as set forth in Plaintiff NAT's federal and tribal tariffs, or as established as a matter of equity.

(c) Plaintiff NAT has been damaged by Defendant Sprint's breach of the express contracts between the parties; and

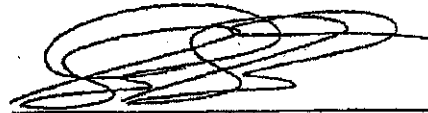
(d) Defendant Sprint is contractually and equitably obligated to make timely payment of these charges and late fees as said charges become due.

WHEREFORE, Plaintiff NAT demands judgment against Defendant Sprint as follows:

- (a) For all lawful damages incurred by Plaintiff NAT, in an amount to be determined at trial, but no less than the access charges that Defendant Sprint owes Plaintiff NAT, together with associated tariffed late fees and prejudgment interest;
- (b) For Plaintiff NAT's damages, reasonable attorneys' fees, and the costs of this action, pursuant to 47 U.S.C. § 206;
- (c) For a declaratory judgment in favor of Plaintiff NAT; and
- (d) For such other and further relief as the Court deems just, proper, and reasonable in this matter.

Dated this 7th day of July, 2010.

SWIER LAW FIRM, PROF. LLC



Scott R. Swier
133 N. Main Street
P.O. Box 256
Avon, South Dakota 57315
Telephone: (605) 286-3218
Facsimile: (605) 286-3219
www.SwierLaw.com
scott@swierlaw.com
Attorney for Plaintiff

CROW CREEK SIOUX TRIBE)
CROW CREEK SIOUX RESERVATION)
CROW CREEK SIOUX JURISDICTION)

IN TRIBAL COURT

CIVIL DIVISION

NATIVE AMERICAN TELECOM,
LLC,

CIV. CASE 10-07-086

Petitioner/Plaintiff,

vs.

**PLAINTIFF'S MOTION FOR
SCHEDULING ORDER**

SPRINT COMMUNICATIONS
COMPANY L.P.,

Respondent/Defendant.

COMES NOW Plaintiff Native American Telecom, LLC (NAT), by and through its attorney of record, Scott R. Swier, Swier Law Firm, Prof. LLC, Avon, South Dakota, and hereby moves the Court to establish a Scheduling Order in the above-captioned matter.

Dated this 30th of August, 2010.

SWIER LAW FIRM, PROF. LLC

/s/ Scott R. Swier
Scott R. Swier
133 N. Main Street
P.O. Box 256
Avon, South Dakota 57315
Telephone: (605) 286-3218
Facsimile: (605) 286-3219
www.SwierLaw.com
scott@swierlaw.com
*Attorney for Plaintiff Native American
Telecom, LLC*

EXHIBIT P

CERTIFICATE OF SERVICE

I, *Scott R. Swier*, certify that on *August 30th, 2010*, *Plaintiff's Motion for Scheduling Order*, was served via *electronic mail*, upon the following:

Mr. Stanley E. Whiting
Attorney at Law
142 E. 3rd Street
Winner, South Dakota 57580
swhiting@gwtc.net

Mr. Scott G. Knudson
Briggs and Morgan, P.A.
80 South 8th Street
2200 IDS Center
Minneapolis, Minnesota 55402
sknudson@briggs.com

Mr. Phillip R. Schenkenberg
Briggs and Morgan, P.A.
80 South 8th Street
2200 IDS Center
Minneapolis, Minnesota 55402
pschenkenberg@briggs.com

Ms. Brooke C. Swenson
Briggs and Morgan, P.A.
80 South 8th Street
2200 IDS Center
Minneapolis, Minnesota 55402
bswenson@briggs.com

Attorneys for Defendant Sprint Communications Company, L.P.

/s/ Scott R. Swier
Scott R. Swier

625

U.S. Census Bureau
American FactFinder



South Dakota -- American Indian Area
GCT-PL. Race and Hispanic or Latino: 2000
Data Set: Census 2000 Redistricting Data (Public Law 94-171) Summary File

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see <http://factfinder.census.gov/home/en/datanotes/expplu.html>.

Geographic area	Total population	Race									Hispanic or Latino (of any race)
		One race								Two or more races	
		Total	White	Black or African American	American Indian and Alaska Native	Asian	Native Hawaiian and Other Pacific Islander	Some other race			
AMERICAN INDIAN RESERVATION AND OFF-RESERVATION TRUST LAND -- FEDERAL											
Cheyenne River Reservation and Off-Reservation Trust Land, SD	8,470	8,357	2,087	2	6,249	9	3	7	113	76	
Cheyenne River Reservation	8,466	8,353	2,083	2	6,249	9	3	7	113	76	
Cheyenne River Off-Reservation Trust Land	4	4	4	0	0	0	0	0	0	0	
Crow Creek Reservation, SD	2,225	2,187	239	4	1,936	0	0	8	38	25	
Flandreau Reservation, SD	408	380	53	0	326	0	0	1	28	12	
Lake Traverse Reservation, SD--ND (part)	10,217	10,058	6,568	13	3,453	13	0	11	159	71	
Lower Brule Reservation and Off-Reservation Trust Land, SD	1,353	1,344	105	1	1,237	0	0	1	9	7	
Lower Brule Reservation	1,353	1,344	105	1	1,237	0	0	1	9	7	
Lower Brule Off-Reservation Trust Land	0	0	0	0	0	0	0	0	0	0	
Northern Cheyenne Reservation and Off-Reservation Trust Land, MT--SD (part)	0	0	0	0	0	0	0	0	0	0	
Northern Cheyenne Off-Reservation Trust Land (part)	0	0	0	0	0	0	0	0	0	0	
Pine Ridge Reservation and Off-Reservation Trust Land, SD--NE (part)	15,507	15,313	969	12	14,295	3	6	28	194	208	
Pine Ridge Reservation	14,068	13,924	892	10	12,965	3	6	28	144	182	
Pine Ridge Off-Reservation Trust Land (part)	1,439	1,389	77	2	1,310	0	0	0	50	26	
Rosebud Reservation and Off-Reservation Trust Land, SD	10,469	10,333	1,251	8	9,040	13	0	21	138	189	
Rosebud Reservation	9,050	8,925	1,138	8	7,747	13	0	19	125	138	
Rosebud Off-Reservation Trust Land	1,419	1,408	113	0	1,293	0	0	2	11	51	
Standing Rock Reservation, SD--ND (part)	4,206	4,137	1,579	4	2,543	2	0	9	69	89	
Turtle Mountain Reservation and Off-Reservation Trust Land, MT--ND--SD (part)	0	0	0	0	0	0	0	0	0	0	
Turtle Mountain Off-Reservation Trust Land (part)	0	0	0	0	0	0	0	0	0	0	
Yankton Reservation, SD	6,500	6,383	3,691	12	2,633	5	1	41	117	154	

Source: U.S. Census Bureau, Census 2000 Redistricting Data (Public Law 94-171) Summary File, Matrices PL1 and PL2.

626

EXHIBIT Q

REFERENCE COPY

This is not an official FCC license. It is a record of public information contained in the FCC's licensing database on the date that this reference copy was generated. In cases where FCC rules require the presentation, posting, or display of an FCC license, this document may not be used in place of an official FCC license.



Federal Communications Commission

Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: NATIVE AMERICAN TELECOM, LLC

ATTN: GENE DEJORDY
NATIVE AMERICAN TELECOM, LLC
6710 E. SPLIT ROCK CIRCLE
SIOUX FALLS, SD 57110

Table with 2 columns: Call Sign (WQJS698), File Number (0003638971), Radio Service (NN - 3650-3700 MHz), Regulatory Status (Common Carrier)

FCC Registration Number (FRN): 0018249854

Table with 4 columns: Grant Date (12-16-2008), Effective Date (12-16-2008), Expiration Date (01-01-2018), Print Date (12-16-2008)

Market Name: Nationwide

Channel Block: 003650.00000000 - 003700.00000000 MHz

Waivers/Conditions:

This nationwide, non-exclusive license qualifies the licensee to register individual fixed and base stations for wireless operations in the 3650-3700 MHz band. This license does not authorize any operation of a fixed or base station that is not posted by the FCC as a registered fixed or base station on ULS and mobile and portable stations are authorized to operate only if they can positively receive and decode an enabling signal transmitted by a registered base station. To register individual fixed and base stations the licensee must file FCC Form 601 and Schedule M with the FCC. See Public Notice DA 07-4605 (rel November 15, 2007)

Conditions:

Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

DIRECTOR OF EQUALIZATION
BUFFALO COUNTY
PO BOX 175
GANN VALLEY SD 57341
PHONE (605) 293-3286

September 24, 2010

To Whom It May Concern:

I am the Director of Equalization of Buffalo County.

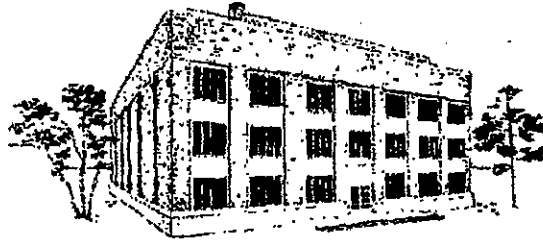
That the records in my office reflect that within the confines of the Crow Creek Reservation in Buffalo County contains approximately 105,080 acres or 60% property in fee status and approximately 70,302 acres or 40% held in Trust by the United States government.

Evelyn Wulff
Evelyn Wulff, CAA
Director

EXHIBIT S

628

Hughes County



DIRECTOR OF EQUALIZATION

ORGANIZED NOVEMBER 26, 1880

104 E. CAPITOL AVE
PIERRE, SOUTH DAKOTA
57601-2563
605-773-7483

September 23, 2010

Mr. Tom Tobin;

I am the Director of Equalization for Hughes County, South Dakota. The portion of Crow Creek Reservation in Hughes County is approximately 40% taxable land (28,200 acres) and 60% non-taxable(43,200 acres).

Respectfully,

Roger A Fuller

Hughes County Director of Equalization

773-7483

EXHIBIT T

629

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN RE:

Docket No. TC10-026

SPRINT COMMUNICATIONS
COMPANY L.P.,

Complainant,

AFFIDAVIT OF AMY S. CLOUSER

v.

NATIVE AMERICAN TELECOM, LLC,

Respondent.

State of Kansas)
) S.S.
County of Johnson)

Amy S. Clouser, being duly sworn, hereby states under oath as follows:

1. My name is Amy S. Clouser. I work for Sprint United Management Company as an Access Verification Analyst. Among my duties and responsibilities as an Access Verification Analyst is to audit and process invoices related to switched access charges billed to Sprint Communications Company L.P. ("Sprint") in its capacity as a long-distance carrier. I have held this position since 2005. I am personally familiar with the billing dispute between Sprint and Native American Telecom, LLC ("NAT"). Except where otherwise noted, I have first-hand knowledge of the facts in my affidavit and could and would, if called upon to do so, testify competently to those facts.

2. Sprint is a Delaware limited partnership with its principal place of business in Overland Park, Kansas. It is authorized to do business in South Dakota, certificated by the South Dakota Public Utilities Commission to provide intrastate long distance services

630

in South Dakota and authorized by the Federal Communications Commission to provide interstate long distance services. Sprint has never consented to be sued by NAT or anyone else in Crow Creek Sioux Tribal Court.

3. Sprint is a telecommunications company that provides telecommunications services nationwide and, in the context of the issues addressed in this case, operates as an interexchange carrier ("IXC"). As an IXC, Sprint provides long distance telecommunication services. In a typical situation, when an end user customer places a long distance call, the call is delivered to Sprint's long distance network, which carries the call to the network of the local exchange carrier ("LEC") serving the called party. In some cases there is a third party carrier between Sprint's long distance network and the network of the LEC serving the called party.

4. When a person makes a long distance call, he or she dials a ten-digit number. The first three digits are known as the area code or "NPA", the next three digits identify the specific destination terminal. The last four digits identify the end user or called party. In the case of NAT, it operates within NPA area code 605 (South Dakota has only one area code) with a destination terminal assigned the NXX number 477. The NXX number identifies the Central Office or Exchange within the assigned NPA. In other words, a NAT customer would have a telephone number that starts with (605) 477-XXXX.

5. Sprint does not ordinarily own the facilities within a local calling area over which the call travels its last leg to the called customer's premises. The facilities used to complete the last leg of these calls are typically provided by the called party's own LEC.

Because Sprint does not generally own the facilities that physically connect to end users who are using phone numbers obtained from the LEC, it must pay local carriers for access to them. The charge that Sprint pays for access to the called party's LEC is known as a "terminating access" charge because the call "terminates" with the party that is called.

6. Sprint (like other long-distance carriers) purchases terminating access service under a tariff required to be published by the local carrier that contains charges for terminating access (along with other offered services). Sprint and other long-distance carriers have purchased access services under the tariff whenever they hand off a call to the local carrier that has properly defined "terminating access" service. Because LECs have an effective monopoly over local telephone service in their service areas, the long distance carriers have no choice but to purchase the service defined in the tariff when the calls are made from one of their customers to an end user in the calling area of the local exchange carrier.

7. The telephone network in North America is known in the telecommunications industry as the Public Switched Telephone Network. A company called Telcordia Technologies, Inc. has produced something called originally the Local Exchange Routing Guide, or "LERG." Today it is a trademarked term called Telcordia LERG Rating Guide. Telcordia maintains a database for all of North America that has, for example, the following types of information: operating company numbers, company names, routing contacts, country codes, area codes, LATA (Local Access and Transport Area) codes, destination codes (*i.e.*, NPA NXX and thousands-blocks) switch homing



arrangements (tandem and other switch-to-switch interconnections), operator access tandem codes (ATCs), and location routing numbers (LRNs). This database is considered reliable and used throughout the telecommunications industry.

8. This dispute began in December 2009, when NAT began invoicing Sprint for allegedly providing terminating switched access services to Sprint. NAT did not invoice Sprint directly but used CABS Agent, a third party based in Texas, to bill Sprint with CABS Agent as the payee. Sprint paid two of CABS Agent's invoices by issuing checks with CABS Agent as the payee and mailing the checks to a post office box in Austin, Texas. The total amount Sprint paid CABS Agent was over \$29,000. However, the third invoice from NAT's billing service was for an amount more than \$50,000 larger than the previous month. Sprint then investigated the invoices and determined that NAT was operating an illegal traffic pumping scheme. If Sprint had known NAT was engaged in a traffic pumping scheme from the beginning, Sprint would not have paid the first two CABS Agent's invoices. Sprint has requested return of the amounts it paid, but NAT has refused.

9. Traffic pumping occurs when a LEC partners with a second company ("Call Connection Company") that has established free or nearly free conference calling, chat-line, or similar services that callers use to connect to other callers or recordings. The Call Connection Company generates large call volumes to numbers assigned to the LEC. The LEC in turn unlawfully bills those calls to the IXCs as if they are subject to terminating access charges, hoping that the IXCs unwittingly pay those bills. If an IXC does so, the LEC and Call Connection Company share the revenues. What Sprint has

seen is that traffic pumping schemes target areas where access charges are the highest, which tend to be in rural areas of the country.

10. NAT claims the right to charge Sprint for terminating switched access service for calls made to the Crow Creek Sioux Tribe Reservation ("Reservation") under tariffs allegedly on file with the Crow Creek Sioux Tribe Utility Authority ("Authority") and the Federal Communications Commission ("FCC"). NAT's claim that it provides competitive local exchange services to the Reservation is a sham: virtually all of NAT's traffic billed to Sprint is delivered to conference bridge equipment operated by non-tribal members. Sprint believes the bridge equipment is located in another state. Virtually none of the parties participating on these calls are located on tribal lands.

11. NAT has devised a scheme to artificially inflate call volumes in order to bill Sprint for traffic NAT wrongly characterizes as tariffed "terminating access" service. But under this scheme, Sprint is *not* connecting a call with a called party on the Reservation that is a customer of NAT. Instead, NAT's scheme with its Call Connection partners involves advertising "conference call," or similar services that allow callers, who do not reside on the Reservation, to talk to one another.

12. Callers throughout the nation access these services by dialing a ten-digit NAT phone number with a South Dakota area code. To Sprint, each call appears to be an ordinary long-distance call to a called party in South Dakota. As I explain in more detail later, Sprint then carries the traffic to South Dakota Network, a third party carrier, who ultimately connects the call to NAT's equipment. At the point of interface, between South Dakota Network and NAT, however, Sprint has learned that the call going to a

NAT telephone number is redirected to a telephone switch in California. The call is then directed to the Call Connection Company's conference bridge equipment.

13. If a Sprint customer were calling residences or businesses that purchase local phone service from NAT on the Reservation, Sprint would be purchasing a typical "terminating access" service, and would be paying NAT's terminating access charge under the tariff. Sprint pays terminating access charges when the service provided is true terminating access to an "end user," *i.e.*, a residential or business customer that resides in the LEC's territory. But that is not what happens in this traffic pumping scheme. Instead, with these calls, NAT transfers the call to a Call Connection Company that is jointly engaged in this scam.

14. These Call Connection Companies are business partners or joint venturers, not "customers" of NAT, as that term is generally understood. The Call Connection Companies do not pay money to NAT for any "service" as would be the case in a true customer relationship. Instead, they actually *receive* money in the form of kickbacks from NAT for their participation in this illegal scheme.

15. Moreover, the calling parties are not making terminating calls to these Call Connection Companies, but are seeking to talk to other parties outside of the service territory of NAT. The Call Connection Companies are simply connecting the calls like any other common carrier, and the calls do not actually "terminate" in the local exchange. In other words, the calls are not terminating to a NAT customer located on the Reservation. In fact, recent data for July 2010 indicates that 99.98% of the traffic NAT



wants to be paid for terminating actually goes to conference bridge equipment and not to an end user on the Reservation.

16. I undertook an investigation to determine whether Sprint interchanged calls on the Reservation using NAT-owned equipment located on the Reservation. Sprint itself does not have any equipment on the Reservation. My review of Sprint and other records indicates that Sprint does not directly interchange any calls with NAT's equipment located on the reservation, or anywhere else for that matter.

17. To make that determination, I examined a Sprint database that is called Sonar Sprint CDR (Call Detail Records) Database. This is a database that houses Sprint's call detail records from which we can produce ad hoc reports. I have attached as Exhibit A to my affidavit a print-out of a computer screen display (or screen shot) of that database as it relates to NAT.

18. This printout has seven cells. From the left, the first cell called "Terminating Access Type" has the acronym "FGD," an acronym standing for "Feature Group D Traffic," which indicates long distance. The second cell has the number "625," which indicates the terminating switch. The third cell is "Terminating Trunk Group," with the number "690." The combination of the switch 625 and trunk group of 690 indicates that all of Sprint's long distance calls to NAT's NXX (477) terminated with South Dakota Network, an entity unrelated to Sprint. I know the switch and trunk group combination is with South Dakota Network from Sprint's provisioning system. The next cell, "Terminating Trunk Type," and the acronym "FGD" indicate the service is long distance service. The fifth cell, "Terminating OCN" refers to the Operating Company



Number that terminated the call, the number 424F is assigned by the National Exchange Carrier Association (NECA) to NAT. The sixth cell, "Terminating State" is South Dakota. The last cell "MOU" is "minutes of use," or the minutes of usage measured by Sprint to South Dakota Network, which then interchanged that traffic to NAT for the period August 1-August 15, 2010.

19. I have also reviewed the Telecordia LERG Routing Guide for information on NAT. Telecordia will report how telecommunications traffic will be routed to NAT, based on information NAT has provided to Telecordia. A screen shot from the Telecordia LERG Routing Guide is attached to my affidavit as Exhibit B. There are eight cells in that Exhibit. The first cell on the left is "OCN," for Operating Company Number, which is a unique number assigned by NECA to any service provider. The next cell moving to the right is Operating Company Number, here NAT, and in the second row South Dakota Network, LLC. I know from checking Sprint's CDR and Facility Management System databases that all of Sprint's long distance traffic to South Dakota is exchanged with South Dakota Network.

20. The Telecordia LERG Routing Guide (*see* Exhibit B) shows that South Dakota Network LATA is in South Dakota with a tandem switch (a switch that interconnects with other switches) with a unique identifier, SXFLSDCHO1T, which indicates the switch is in Sioux Falls, South Dakota. The Telecordia LERG Routing Guide also shows that NAT has directed all incoming long distance traffic to NAT's exchange (477) be routed to that same switch. I can tell from the seventh cell that the

TRM D – terminating destination – for NAT’s incoming long distance traffic is South Dakota Network’s switch in Sioux Falls.

21. The final eighth cell (on the far right) shows “Actual Switch ID,” and an identifier LSANCAR06S, which shows a Los Angeles, California destination. I know from the Telecordia LERG Routing Guide this switch is owned by Widevoice Communications. NAT reports a Fort Thompson South Dakota switch, FFTHSDXA1ND. In other words, all long distance calls to the exchange of numbers assigned to NAT (477) go to South Dakota Network, which then exchanges the call to NAT’s reported switch in Fort Thompson, where the call is redirected to Widevoice’s switch in Los Angeles. Behind Widevoice’s switch will be equipment that can be used for conference bridging. Typically that equipment will be located at or near the switch. Sprint is familiar with Widevoice, as it has surfaced in other traffic pumping schemes in California.

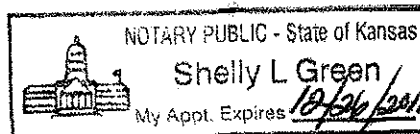
22. If NAT actually has local phone service on the Reservation, Sprint has nothing to do with that service, and calls would interconnect with South Dakota Network if any of NAT’s customers originate a long distance call.

This concludes my affidavit.

By: Amy S. Clouser
Amy S. Clouser

Subscribed and sworn to before
me this 27th day of September, 2010.

Shelly L. Green
Notary Public



Source: Sprint CDR Database
Start Date Between: 08/01/2010-08/15/2010

I_Terminating Access Type	I_Terminating Switch	T_Terminating Trunk Group	Terminating Trunk Type	N_Terminating OCN	N_Terminating State	Total MOU
FGD	625	690 FGD	424F	SD		288,198

EXHIBIT A

639

Source: Telcordia LERG Routing Guide

OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN
OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN	OCN
424F	NATIVE AMERICAN TELECOM, LLC - SD	640	SOUTH DAKOTA	FTTSDXALMD	SXFLSDCH01T	SXFLSDCH01T	SXFLSDCH01T	SXFLSDCH01T	LSANCARCD6S		
8812	SOUTH DAKOTA NETWORK, LLC	640	SOUTH DAKOTA	SXFLSDCH01T							

EXHIBIT B

640