

TC 99-004



TELEGLOBE

January 6, 1999

VIA UPS NEXT DAY
(625) 773-3201

RECEIVED

JAN 07 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Mr. William Ballard, Jr.
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, SD 57501-5070

Re: Teleglobe USA Inc.
Application for a Certificate of Public Convenience and Necessity

Dear Mr. Ballard:

Teleglobe USA Inc. hereby submits for filing an original and ten (10) copies of its application for authority to operate as a provider of intrastate interexchange telecommunications services within the State of South Dakota. A check payable to the South Dakota Public Utilities Commission in the amount of \$250.00, the filing fee for this application, is included.

Please date stamp the "Receipt" copy of this filing and return using the self addressed, stamped envelope. Any questions or comments that you may have regarding this application should be directed to Dorota A. Smith, Senior Analyst, Regulatory and Tariffs at (703) 610-5628.

Very truly yours,

Monique Crawford

0154411

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:)
)
APPLICATION OF TELEGLOBE USA INC.)
FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO PROVIDE)
INTRASTATE RESOLD TELECOMMUNICATIONS)
SERVICES IN THE STATE OF SOUTH DAKOTA)

Docket no. _____

TELEGLOBE USA INC.

Teleglobe USA Inc. (herein "TUSA" or "Applicant") hereby submits this Application for a Certificate of Public Convenience and Necessity to operate as a reseller of telecommunications services within the State of South Dakota pursuant to South Dakota statutes and the rules and regulations of the South Dakota Public Utilities Commission. Applicant provides the following information and Exhibits in support thereof:

1. Corporation's legal name, principle place of business and telephone number are:

Teleglobe USA Inc.
1751 Pinnacle Drive, Suite 1600
McLean, Virginia 22102
Telephone: (703) 714-6600

2. TUSA is a corporation, organized under the laws of the State of Delaware on November 23, 1994. A copy of TUSA's Certificate of Authority to transact business in South Dakota issued by the Secretary of State is enclosed as Exhibit A.

3. The name and address of TUSA's registered agent in South Dakota are:

Corporation Service Company
503 South Pierre Street
Pierre, South Dakota 57501

4. TUSA is wholly owned by its parent corporation, Teleglobe International Corporation, which in turn is ultimately owned by Teleglobe Inc., a publicly traded corporation headquartered in Montreal, Quebec. Teleglobe Inc. is listed on the New York Stock Exchange (NYSE), the Montreal Exchange and the Toronto Stock Exchange under the symbol "TGO". In addition, Teleglobe Inc. has recently merged with Excel Communications Inc.¹ A description of that transaction is on record with the commission. Enclosed herein as Exhibit B is detailed information concerning TUSA's ownership.

5. The name and address of all subsidiaries owned and controlled by TUSA are:

Name	Address	Ownership by TUSA
Telecom Vision International, Inc.	8251 Greensboro Drive McLean, Virginia 22102	100%

6. TUSA will provide intrastate, interexchange telecommunications services to commercial and residential customers within the State of South Dakota. Initially, TUSA plans to offer to South Dakota consumers switched outbound voice services. With time, TUSA plans to add prepaid and postpaid calling card services, 800/888, private line and data services. Service will be available on a full-time basis, twenty-four hours per day, seven days per week, throughout the State of South Dakota.

7. TUSA has a highly developed technical capability. Teleglobe operates one of the most sophisticated intercontinental networks on the planet. Ranked second largest in the world in terms of reach and fiber-optic cable ownership, it extends to more than 240 countries and territories and serves the needs of approximately 400 carriers, including ninety-five U.S. carriers, as of the end of 1997. Teleglobe also owns one of the worlds most extensive Internet backbones, which is used by over 100 Internet service providers from 71 countries. In 1996 TUSA installed its first switching facility in the U.S., a Northern Telecom DMS 300/250 in New York, and in 1997 TUSA originated 270 million minutes of traffic in the United States. TUSA does not plan to construct any transmission facilities to implement the Authority sought herein. To provide intrastate service in South Dakota TUSA will utilize transmission networks of other carriers in combination with its own switching facilities.

¹ See Notification of Merger filed July 21, 1998 and Notification of Consummation filed November 11, 1998.

8. TUSA proposes to offer service to customers throughout the State of South Dakota and therefore requests statewide authorization. Applicant requests a waiver of the requirement of providing a service area map.

9. Applicant is financially qualified to provide the services described herein. Copies of audited financial statements and interim reports for the Applicant's ultimate corporate parent, Teleglobe Inc., appear as Exhibit C. As enclosed financial information demonstrates (see Exhibit C), Applicant's parent company, Teleglobe Inc., is a financially robust company, with almost \$ 2 billion in annual revenues. Teleglobe registered a strong growth in 1997: global overseas traffic for all Teleglobe companies exceeded 2,800 million minutes, an almost 40% growth from 1996. As TUSA obtains additional international and state licenses, the revenues and traffic volumes are projected to significantly increase from year to year. To extend its services to the public in the State of South Dakota, TUSA will rely upon existing personnel and technological resources, therefore, no additional investment will be needed to offer the proposed services.

10. Applicant's proposed Tariff is enclosed herein as Exhibit D.

11. Customers may contact Teleglobe Customer Service via Teleglobe USA's toll free customer service number, twenty-four hours a day, seven days a week to speak with a representative concerning any customer inquires, requests, and complaints.

Teleglobe USA Inc.
Customer Service
1751 Pinnacle Drive, Suite 1600
McLean, Virginia 22102
Telephone: 1-800-920-9224

TUSA's Regulatory contact is :

Dorota A. Smith
Senior Analyst, Regulatory and Tariffs
1751 Pinnacle Drive, Suite 1600
McLean, Virginia 22102
Phone: (703) 610-5628
Fax: (703) 610-5608

12. Teleglobe USA Inc. will bill its MTS and WATS services provided with feature Group D access through an incumbent local exchange company or an independent billing agent. Charges for Teleglobe USA's services will appear on the end user's invoice from a LEC or a billing company and will be identified as Teleglobe USA's charges. Customers may inquire about their bill by calling Teleglobe USA's Customer Service at 1-800-920-9224. Teleglobe USA Inc. will not issue invoices for prepaid calling card services, however, the end user will be notified of the value of a card upon its purchase. Teleglobe USA's collection practices are also depicted in Applicant's proposed tariff which is enclosed herein as Exhibit D.

13. TUSA has not been denied registration or certification in any state. Enclosed herein as Exhibit E is a listing of the states where TUSA has authority to operate.

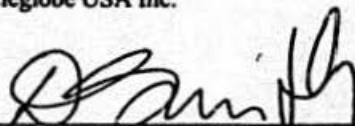
14. TUSA intends to market its services to South Dakota residential and business customers through paid advertising and on the Internet. Applicant does not currently plan to engage in multilevel marketing to sell services to South Dakota customers. TUSA employs highly skilled marketing personnel. Copies of TUSA's marketing materials are enclosed herein as Exhibit F.

WHEREFORE, Teleglobe USA Inc. hereby respectfully requests that its Application for a Certificate of Public Convenience and Necessity to provide competitive intrastate interexchange telecommunications services within the State of South Dakota be expeditiously granted.

Respectfully submitted this 6th day of January, 1999.

Teleglobe USA Inc.

By:


Dorothea A. Smith, Senior Analyst, Regulatory and Tariffs

Teleglobe USA Inc.
Exhibit A

Foreign Qualification

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

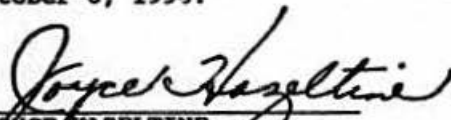
CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of TELEGLOBE USA INC. (DE) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, 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 Authority and attach hereto a duplicate of the application to transact business in this state.



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 October 6, 1998.


JOYCE HAZELTINE
Secretary of State

Teleglobe USA Inc.
Exhibit B

TUSA Ownership information

Teleglobe USA Inc. - Ownership: Teleglobe International Corporation (100%)
1751 Pinnacle Drive, Suite 1600
McLean, Virginia 22102

Teleglobe International Corporation - Ownership: Teleglobe International Holdings (U.S.) Inc. (100%)
1751 Pinnacle Drive, Suite 1600
McLean, Virginia 22102

Teleglobe International Holdings (U.S.) Inc. - Ownership: Teleglobe Holding Corporation (100%)
1751 Pinnacle Drive, Suite 1600
McLean, Virginia 22102

Teleglobe Inc. - Ownership: Publicly traded company listed on the New York Stock Exchange (NYSE), the Montreal Exchange and the Toronto Exchange under the symbol "TGO". A listing of Teleglobe Inc.'s 20% or greater shareholders follows.

1000 de La Gauchetière Street West
Montreal, Quebec H3B 4Y7
CANADA

Stockholder	Address and Telephone	Ownership share
Troutt Family Trust	10595 Strait Lane Dallas, Texas 75229-5424 Telephone: (214) 863-8437	22.329% (21.292% fully diluted)
BCE Inc.	1000 de La Gauchetière Street West Bureau 3700 Montreal, Quebec H3B 4Y7 CANADA Telephone: (514) 397-7056	20.007% (19.078% fully diluted)

Teleglobe USA Inc.
Exhibit C

Financial Information

011-4-401-3

Teleglobe USA Inc.
Exhibit D

Proposed Tariff

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL TITLE PAGE

TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE

SOUTH DAKOTA PUC NO. 1

TELEGLOBE USA INC.

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Resale Interexchange Telecommunications Services furnished by Teleglobe USA Inc. ("TUSA") throughout the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at TUSA's principal place of business, 1751 Pinnacle Drive, Suite 1600, McLean, VA 22102, Tel No. 1-800-920-9224.

THIS TARIFF IS GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF SOUTH DAKOTA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

<u>Page</u>	<u>Revision No.</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original

• Pages submitted with this filing

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

TABLE OF CONTENTS

Title Page	Title Page
Check Sheet	1
Table of Contents ..	2
Concurring, Connecting and Other Participating Carriers	3
Explanation of Symbols	3
Tariff Format	4
Application of Tariff	5
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	8
2.1 Undertaking of Carrier	8
2.2 Use and Limitations of Service	9
2.3 Liability of Carrier	11
2.4 Payment and Billing	13
2.5 Deposits	14
2.6 Taxes	14
2.7 Termination of Service by Customer	15
2.8 Termination of Service by TUSA	16
2.9 Notices	17
2.10 Publicity and Confidentiality	18
2.11 Inspection, Testing and Adjustment	18
2.12 Allowance for Interruptions	19
2.13 Interconnection	22
Section 3 - Description of Services and Rate Schedule	24
3.1 Dial Around Service	24
3.2 Payphone Surcharge	25
3.3 GlobeSelect SM	25

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
 SENIOR ANALYST, REGULATORY AND TARIFFS
 TELEGLOBE USA INC.
 1751 PINNACLE DRIVE, SUITE 1600
 MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff and any Order entered hereunder for the purposes indicated below:

C	To signify changed regulation
D	Delete or discontinue
I	Change resulting in increase of rate
M	Moved from another tariff location
N	New
R	Change resulting in reduction of a rate
S	Matter appearing elsewhere or repeated for clarification
T	Change in text but no change to rate or charge
Z	Correction

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1(a).
 - 2.1.1.A.1(a).1.
 - 2.1.1.A.1(a).1(i).
 - 2.1.1.A.1(a).1(i).1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF
APPLICATION OF TARIFF

This Tariff contains the regulations and charges that apply to intrastate resold interexchange telecommunications services provided by Teleglobe USA Inc., (hereinafter "TUSA" or "Carrier"), throughout the State of South Dakota as described in this Tariff.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION I. TECHNICAL TERMS AND ABBREVIATIONS

Access Carrier - Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by TUSA to provide the local access service to TUSA's service.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to TUSA's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any proprietary or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - An end user authorized by the Customer to use the Service.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Teleglobe USA Inc., unless context indicates otherwise.

Commission - South Dakota Public Utilities Commission, unless context indicates otherwise.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The person or legal entity which enters into arrangements for TUSA's telecommunications services and is responsible for payment of TUSA's charges.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Premises - The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service or Services - Intrastate telecommunications service provided by TUSA between points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by TUSA, which allows its Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing TUSA's services.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold interexchange telecommunications services provided by TUSA.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by TUSA and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or any other U.S. carrier for use in accessing the services of TUSA.
- 2.1.3 TUSA reserves the right at any time to modify, change, add or replace its network or any component therein, provided that such change or modification does not materially adversely affect service. This provision includes rates and charges which are subject to change by TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)2.2 Use and Limitations of Service

- 2.2.1 TUSA's service furnished under this Tariff shall be used only for lawful purposes consistent with the applicable laws, rules and regulations and in accordance with transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of TUSA's services to transmit messages voice, or data, which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of TUSA's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 TUSA's services are available where commercially practicable for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 TUSA's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.2.6 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.7 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. TUSA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- 2.2.8 Service may be used for transmission of communications by the Customer and by the Customer's designated User.

ISSUED: _____EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELEPHONE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 10

SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service (Cont.)

- 2.2.9 Service may not be assigned or transferred by the Customer without prior written consent of TUSA.
- 2.2.10 This Tariff shall not be construed such that TUSA and the Customer could be considered as principal and agent, partner, or employer and employee, except when expressly stated otherwise in this Tariff.
- 2.2.11 Customer shall provide to TUSA employees, or another person, authorized by TUSA, full immediate access to the Terminal Equipment, or demarcation point located on the Customer Premises.
- 2.2.12 The provision of Service by TUSA in no way grants to the Customer any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at all times remain the exclusive property of TUSA.
- 2.2.13 Without TUSA's prior written consent, Customer shall not (i) refer to itself as an authorized representative of TUSA in promotional, advertising, or other materials, (ii) use TUSA's logos, trade marks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or (iii) release any public announcements referring to TUSA without first having obtained TUSA's prior written consent. TUSA may at any time identify Customer as its customer for Service for the limited purpose of the periodic issuance of marketing and/or public announcements.
- 2.2.14 Customer represents and covenants that it shall not use the Service in any manner or for any purpose which constitutes a violation of the laws or regulations of the South Dakota Public Utilities Commission or any other governmental agency or a court of law that has jurisdiction over the Service.
- 2.2.15 The relationship between and among TUSA and the Customer shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership between and among them, or a merger of their assets, or their fiscal or other liabilities or undertakings. Neither party shall have the right to bind the other party except as expressly provided for herein.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEPHONE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)2.3 Liability of Carrier

- 2.3.1 Other than as provided for in this Tariff, TUSA shall not be liable for any loss or damages sustained by Customer or its end users arising under this Tariff by reason of any failure in or breakdown of the telecommunication facilities associated with providing the Service, or for any interruption or degradation of the Service whatsoever shall be the cause or duration thereof, or for any other cause or claim whatsoever arising under this Tariff.
- 2.3.2 In no event shall TUSA be liable to the Customer for any consequential, special, incidental, exemplary or indirect losses or damages sustained by Customer or any third parties in using the Service howsoever arising under this Tariff and whether under contract, tort or otherwise, including, without limitation, third party claims, loss of profits, loss of customers or damages to reputation or good will.
- 2.3.3 Customer shall defend, indemnify and hold TUSA harmless from and against all claims, demands, actions, causes of action, judgments, costs and reasonable attorneys' fees and expenses of any kind arising from or related to any use of the Service or otherwise arising from the relationship with TUSA; or in any way connected with any activities, agreements or relationships between the Customer and other common carriers. TUSA shall not be liable to the Customer and shall have no other obligation, duty or liability whatsoever in contract, tort or otherwise howsoever arising, including negligence, any loss of revenue, business, business contracts, anticipated savings, or profits or any indirect or consequential loss.
- 2.3.4 TUSA shall not be liable for, and is excused from, any failure or delay in performance that is due to acts of God, acts of civil or military authority, acts of the public enemy, war or threats of war, accidents, fires, explosions, earthquakes, floods, unusually severe weather, epidemics, or due to any other cause beyond TUSA's reasonable control.
- 2.3.5 If a third party solicits a Customer's order on behalf of TUSA or promotes or endorses to the Customer the use of Service, or provides all or a portion of such Service with, for, or on behalf of TUSA, or if a third party is involved in any other way, TUSA and such third party shall have no greater obligation or liabilities to such Customer, and such Customer shall have no greater rights or remedies against either TUSA or such third party, whether under contract, warranty, tort or any other grounds, than if such a third party had not been so involved.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.3 Liability of Carrier**

- 2.3.6 In the event that the Service or any portion thereof is unavailable to Customer due to a service outage as defined in Section 2.12 of this Tariff, TUSA's sole obligation, and Customer's sole and exclusive remedy, with respect to such interruption of Service shall be for TUSA, if requested by Customer, to provide and for the Customer to receive a service outage credit per Section 2.12 of this Tariff for the portion of the Service affected during which the Service or any part thereof was subject to a service outage.
- 2.3.7 In no event shall TUSA be liable for any loss of profits or for any indirect, incidental, special, exemplary, or consequential damages. TUSA's maximum liability to a Customer for any damages, including any liability for negligence, however so arising out of or related to the Service, the applicable Customer's Order(s) or any other agreements between Customer and TUSA shall not exceed the monthly charges for the affected Service for that Customer, for the month during which such liability arises; or, the usage charges for interrupted calls, as defined in Section 2.12.
- 2.3.8 TUSA warrants that it shall provide its Service in accordance with the description of Service set forth in the applicable Order and in accordance with this Tariff. TUSA DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.3.9 No agents or employees of other carriers shall be deemed to be agents or employees of TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.4 Payment and Billing

- 2.4.1** Service is billed on a monthly basis. In addition to any other remedies TUSA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-1/2%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2** The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. TUSA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3** Customer of TUSA's Inboard Service is responsible for payment for all calls placed so or via the Customer's 800/888 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's 800/888 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800/888 Service number(s) by mistake.
- 2.4.4** The amounts due hereunder by Customer shall be payable to TUSA within thirty (30) days of the date of TUSA's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to TUSA within thirty (30) days following receipt of such disputed invoice, full payment of the invoice and written documentation identifying and substantiating the disputed amount. TUSA shall investigate the matter and if it determines that the Customer was overcharged, a credit against future invoices may be issued by TUSA. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.5** Customer will be liable to TUSA for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind, incurred by TUSA directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Customer.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)2.4 Payment and Billing (Cont.)

- 2.4.6 If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to TUSA for any reason, TUSA, in addition to any other remedies it may have, will bill Customer a charge of fifteen dollars (\$15.00) per each such occurrence.

2.5 Deposits

- 2.5.1 TUSA reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment
- 2.5.2 TUSA reserves the right at any time to require Customer to issue a deposit, irrevocable letter of credit, or other form of security acceptable to TUSA if Customer's financial circumstances or payment history is or becomes unacceptable to TUSA. Upon receipt of TUSA's written request for a deposit, or another form of payment security, the Customer shall have five (5) business days to provide or implement such security and if Customer fails to comply with such request within said period, then TUSA shall be authorized to suspend or terminate the Service pursuant to this Tariff.
- 2.5.3 The amount of the security deposit shall be equal the installation charges, if applicable, and/or up to two times the monthly charges for the Service to be provided as computed by TUSA, but will not exceed 2½ times of the monthly bill. Interest of 5% per annual will be paid on all sums retained on deposit.

2.6 Taxes

All charges under this Tariff are exclusive of all applicable taxes. Customer will be billed for and will be responsible for any applicable international, foreign, Federal, state, or local taxes, tax surcharges and similar fees, including without limitation sales taxes, and surcharges imposed by any authority, government or government agency related to the provision and use of Service unless Customer provides TUSA with a valid exemption certificate.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.7 Termination of Service by Customer

- 2.7.1 For a Service subject to term commitment as stated in the relevant Order, Customer may, by providing thirty (30) days' advance written notice to TUSA, terminate such Service prior to the expiration of its specified term in which case, the following shall apply:
- A. Customer shall immediately cease using the Service; and
 - B. Customer shall pay TUSA for all charges incurred for that Service through the date that Service is discontinued; and
 - C. Customer shall pay TUSA any promotion credits provided to Customer by TUSA for the terminated Service; and
 - D. Customer shall pay TUSA a discontinuance charge equal to the sum of the following:
 - (1) the number of months remaining in the term commitment then in effect, multiplied by the total of the monthly charges for the terminated Service; and
 - (2) amounts TUSA is obligated to pay the Access Carrier, if any, for terminating their facilities or amounts due to a Foreign Carrier that were incurred on behalf of the Customer.
 - E. Upon Customer's notification of discontinuance of Service, Customer shall provide TUSA access to the Premises for purposes of removing TUSA's Terminal Equipment, pursuant to this Tariff and, shall immediately cease using the Service.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.8 Termination of Service by TUSA**

TUSA may, upon 5 days written notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.8.1 For nonpayment of any sum due to TUSA by the date due; or
- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of this Service under this Tariff, or of any TUSA rule of general application with respect to the use and operation of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits TUSA from furnishing such Service; or
- 2.8.5 In the event that payment for Service is made by a check, draft, or similar instrument which is returned unpaid by a bank or another financial institution to TUSA for any reason; or
- 2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of TUSA; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Failure to pay deposit requested by TUSA in accordance with Section 2.5 of this Tariff; or
- 2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA (Cont.)

2.8.11 The appointment of a receiver or trustee for Customer; or

2.8.12 A general assignment by the Customer for the benefit of its creditors; or

2.8.13 Without notice, if TUSA deems such action necessary to protect against fraud or to otherwise protect TUSA's personnel, agents, facilities or Service.

If TUSA terminates Service as set forth above, the Customer shall pay to TUSA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service. Furthermore, the Customer shall permit TUSA to enter the Premises at any time for the purpose of removing Terminal Equipment or disconnecting the Service.

2.9

Notice

Any notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by telex or fax shall be conclusively deemed to have been received when the delivery confirmation is received. If Customer wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)**2.10 Publicity and Confidentiality**

For a period of two (2) years from the date of the execution of the Customer order, Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by TUSA if such information contains a conspicuous marking identifying it as "Confidential" or "Proprietary".

2.11 Inspection, Testing and Adjustment

- 2.11.1 Customer shall, allow the agents and employees of TUSA access and entry to the Premises at which the Service will be provided to install, inspect, repair or remove its facilities and/or equipment, or to perform inspections or maintenance determined to be necessary by TUSA.
- 2.11.2 In the event TUSA is required to conduct an on-site inspection due to interference or problems with the Service, and if TUSA determines that such interference or problem arises from Customer's use of non TUSA-provided or approved equipment or facilities or for any other cause attributable to the Customer, the Customer shall pay for the cost of such visit and inspection at TUSA's then-current standard rates.
- 2.11.3 TUSA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or TUSA's equipment. TUSA may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.
- 2.11.4 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises and Terminal Equipment.
- 2.11.5 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 19

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions

2.12.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruptions of an individual call, due to a condition in TUSA's facilities or in access or transmission facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a TUSA customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- B. Credit allowance will not be made for (1) interruptions not reported to TUSA, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by TUSA. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over TUSA facilities, the Customer must pay the charges for the alternative Service used.
- 2.12.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a TUSA customer service representative.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF2. GENERAL RULES AND REGULATIONS (Cont.)2.12 Allowance for Interruptions (Cont.)

2.12.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

2.12.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by TUSA; or
- C. Interruptions during any period during which TUSA or its agents are not afforded access to TUSA-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- D. Interruptions during any period when the Customer or user has released the Service to TUSA for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)**2.12 Allowance for Interruptions (Cont.)**

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to TUSA; or
- G. Interruptions that are due to a cause beyond TUSA's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

2.12.5 An interruption period begins when the Customer reports to TUSA that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

SECTION 2. RULES AND REGULATIONS (Cont.)
TELECOMMUNICATIONS SERVICES TARIFF2.13 Interconnection

- 2.13.1 Service furnished by TUSA may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by TUSA. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of TUSA and of others shall be provided at the Customer's expense.
- 2.13.2 If requested by TUSA, the Customer shall provide TUSA, with appropriate letter(s) of agency to enable and authorize TUSA to render Service.
- 2.13.3 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' agreements with Customers, the other carriers' tariffs, if any, the laws of the State of South Dakota and U.S. Federal laws, as applicable. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-way, permissions, waivers, consents, registrations, approvals and other arrangements necessary for such interconnection and for TUSA to provide Service.
- 2.13.4 The Customer shall obtain TUSA approval of any Customer equipment that will be interconnected with Service or facilities, prior to such interconnection and shall ensure that its equipment is properly interfaced with TUSA facilities and that the signals emitted into the TUSA's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause a harm to TUSA's equipment, personnel or the quality of Service to other customers, TUSA may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to TUSA, TUSA may, upon written notice, terminate the Customer's Service.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)2.13 Interconnection

- 2.13.5 The Customer agrees to use and maintain TUSA-provided equipment in accordance with instructions of TUSA. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to equipment pursuant to this Section. Risk of loss for any TUSA-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.
- 2.13.6 Title to any TUSA-furnished equipment shall at all times remain with TUSA or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and TUSA shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in TUSA-furnished equipment.
- 2.13.7 Customer agrees to return to TUSA all TUSA-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse TUSA upon demand, for any costs incurred by TUSA due to the Customer's failure to comply with this provision.
- 2.13.8 If TUSA provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with TUSA-furnished equipment, and Services. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFFSECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULETiming of Billing:

On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as otherwise stated in this tariff, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.

Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.

Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

3.1 Dial Around Service

Outbound switched voice Service where calls are placed via Teleglobe's Carrier Identification Code. Service is not available on a presubscription or calling card basis. Calls are billed in 1-minute increments.

Rate per minute: \$0.10

ISSUED: _____

EFFECTIVE: _____

B.: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE

3.2 Payphone Surcharge

An undiscountable \$0.28 per call surcharge is applicable to all long distance calls that originate from any domestic public or semi-public payphone. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with TUSA service, applies to, without limitation, toll free calls, 10XXX calls, post paid and prepaid calling card calls.

3.3 GlobeSelect^(sm)

GlobeSelect^(sm) offers customers traditional 1+ switched calling service. Calls are billed in 6-second increments after an 18-second minimum call duration.

Rate per minute: \$0.125

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
1751 PINNACLE DRIVE, SUITE 1600
MCLEAN, VA 22102

Authorizations

Telelobe USA Inc. is authorized to provide resold intrastate interexchange telecommunications services through certification (or on a deregulated basis) within the following jurisdictions listed by state:

Certification Complete or Class License (35)	Applications Pending (9)
Arizona	Delaware
Arkansas	Hawaii
California	Kansas
Colorado	Kentucky
Connecticut	Minnesota
Florida	Nebraska
Georgia	Nevada
Idaho	North Dakota
Illinois	South Carolina
Indiana	West Virginia
Iowa	
Louisiana	
Maine	
Maryland	
Massachusetts	
Michigan	
Missouri	
Montana	
New Hampshire	
New Jersey	
New York	
North Carolina	
Ohio	
Oklahoma	
Oregon	
Pennsylvania	
Rhode Island	
Tennessee	
Texas	
Utah	
Vermont	
Virginia	
Washington	
Wisconsin	
Wyoming	

Teleglobe USA Inc.
Exhibit F

Marketing Information

004. 4. 4051-0

5

TELELORE USA, INC.

17860

*Debit this
we collect this
TC99-004*

025363 Billing Fee	12/16/98	250.00	250.00	0.00	250.00
--------------------	----------	--------	--------	------	--------

TELELORE USA, INC.
178 FINANCIAL DR., STE 100
MILLER, SD 57501
DND 714-888

CITIBANK, P.A.B.
BRIDGE PLAZA
MILLER, SD 57501

17860

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
12/22/98	117860	\$*****250.00

PAY Two Hundred fifty and 00/100 ----- US Dollars

TO THE
ORDER
OF

South Dakota Public Utilities
State Capitol Bldg.
500 East Capitol Ave
Pierre, SD 57501

Paula Klem
NOTHOUGHTED SIGNATURE

#017860# #254070416# #6676 3002#

SECURITY FEATURES: MICRO PRINT TOP & BOTTOM; MICROLINE COLORED PATTERN; MICROLINE WATERMARK ON REVERSE SIDE; Hologram Feature; MICROLINE 1 COPY

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 7, 1999 through January 13, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.

Phone: 605-773-3705. Fax: 605-773-3809.

TELECOMMUNICATIONS

TC99-004

In the Matter of the Application of Teleglobe USA Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Application by Teleglobe USA Inc. for a Certificate of Authority to provide resold intrastate interexchange telecommunications services in the State of South Dakota. Proposed services initially include switched outbound voice services and, in the future, prepaid and postpaid calling card services, 800/888, private line, and data services.

Staff Attorney: Karen Cremer

Staff Analyst: Michele Farris

Date Filed: 01/07/99

Intervention Deadline: 01/29/99

TC99-005

In the Matter of the Sale of the Stock of Union Telephone Company and Armour Independent Telephone Company, Including its Wholly Owned Subsidiary Bridgewater-Canistota Independent Telephone Company to MJD Services Corp.

MJD Services Corp. proposes to purchase and Union Telephone Company of Hartford ("Union") and Armour Independent Telephone Co. ("Armour"), including its wholly-owned subsidiary, Bridgewater-Canistota Independent Telephone Co. ("Bridgewater-Canistota") proposes to sell the stock of Union and Armour in this joint application. ST Enterprises, Ltd., an affiliate of MJD Services Corp. will manage the Union, Armour, and Bridgewater-Canistota exchanges after the sale. Union currently serves approximately 1,599 access lines in the Hartford and Wall Lake exchanges. Armour currently serves approximately 693 access lines in the Armour exchange. Bridgewater-Canistota serves approximately 961 access lines in the Bridgewater and Canistota exchanges.

Staff Attorney: Karen Cremer

Staff Analyst: Michele Farris

Date Filed: 01/13/99

Intervention Deadline: 01/29/99

You may receive this listing and other PUC publications via our website or via internet e-mail.

You may subscribe to the PUC mailing list at <http://www.state.sd.us/puc/>



TELEGLOBE

March 4, 1999

VIA FIRST CLASS MAIL
(605)773-3201

Ms. Karen Kramer
South Dakota Public Utilities Commission
State Capitol Building
600 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED

MAR 08 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: South Dakota PUC Tariff No. 1
TC99-004

Dear Ms. Kramer

TeleGlobe USA Inc. ("TUSA") hereby submits its South Dakota PUC No. 1. Pursuant to your conversation with Dorota Smith, TUSA has modified the language in Section 2.3 as requested.

Please note that TUSA's corporate headquarters have been relocated and the following contact information should be used:

TeleGlobe USA Inc.
11480 Commerce Park Drive
Reston, Virginia 20191

Attention: Dorota Smith
Telephone (703) 755 2389
Fax: (703) 755-2610

Please date stamp the "Receipt" copy of this filing and return using the self addressed, stamped envelope. All questions and comments should be forwarded to Dorota A. Smith, Senior Analyst, Regulatory Affairs at (703) 755-2389

Very truly yours,



Monique Crawford

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL TITLE PAGE

TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE

SOUTH DAKOTA PUC NO. 1

TELEGLOBE USA INC.

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Resale Interexchange Telecommunications Services furnished by Telelobe USA Inc. ("TUSA") throughout the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at TUSA's principal place of business, 1751 Pinnacle Drive, Suite 1600, McLean, VA 22102, Tel No. 1-800-920-9224.

THIS TARIFF IS GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF SOUTH DAKOTA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

<u>Page</u>	<u>Revision No.</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original

* Pages submitted with this filing

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF
TABLE OF CONTENTS

Title Page	Title Page
Check Sheet	1
Table of Contents	2
Concurring, Connecting and Other Participating Carriers	3
Explanation of Symbols	3
Tariff Format	4
Application of Tariff	5
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	8
2.1 Undertaking of Carrier	8
2.2 Use and Limitations of Service	9
2.3 Liability of Carrier	11
2.4 Payment and Billing	15
2.5 Deposits	17
2.6 Taxes	17
2.7 Termination of Service by Customer	18
2.8 Termination of Service by TUSA	19
2.9 Notices	20
2.10 Publicity and Confidentiality	21
2.11 Inspection, Testing and Adjustment	21
2.12 Allowance for Interruptions	22
2.13 Interconnection	25
Section 3 - Description of Services and Rate Schedule	27
3.1 Dial Around Service	27
3.2 Payphone Surcharge	28
3.3 GlobeSelect ^(SM)	28

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
 SENIOR ANALYST, REGULATORY AND TARIFFS
 TELEGLOBE USA INC.
 11480 COMMERCE PARK DRIVE
 RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff and any Order entered hereunder for the purposes indicated below:

- C To signify changed regulation
- D Delete or discontinue
- I Change resulting in increase of rate
- M Moved from another tariff location
- N New
- R Change resulting in reduction of a rate
- S Matter appearing elsewhere or repeated for clarification
- T Change in text but no change to rate or charge
- Z Correction

ISSUED: _____

EFFECTIVE: _____

L. T. DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF
TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 would be the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.

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

2
21.
211.
211A
211A1
211A1(a)
211A1(a)1
211A1(a)1(1)
211A1(a)1(1)(1)

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

ISSUED: _____

EFFEKTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 5

TELECOMMUNICATIONS SERVICES TARIFF
APPLICATION OF TARIFF

This Tariff contains the regulations and charges that apply to intrastate resold interexchange telecommunications services provided by Teleglobe USA Inc., (hereinafter "TUSA" or "Carrier"), throughout the State of South Dakota as described in this Tariff.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Carrier - Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by TUSA to provide the local access service to TUSA's service.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to TUSA's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any proprietary or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - An end user authorized by the Customer to use the Service.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Teleglobe USA Inc., unless context indicates otherwise.

Commission - South Dakota Public Utilities Commission, unless context indicates otherwise.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The person or legal entity which enters into arrangements for TUSA's telecommunications services and is responsible for payment of TUSA's charges.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Premises - The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service or Services - Intrastate telecommunications service provided by TUSA between points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by TUSA, which allows its Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing TUSA's services.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold interexchange telecommunications services provided by TUSA.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by TUSA and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or any other U.S. carrier for use in accessing the services of TUSA.
- 2.1.3 TUSA reserves the right at any time to modify, change, add or replace its network or any component therein, provided that such change or modification does not materially adversely affect Service. This provision includes rates and charges which are subject to change by TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.2 Use and Limitations of Service

- 2.2.1 TUSA's service furnished under this Tariff shall be used only for lawful purposes consistent with the applicable laws, rules and regulations and in accordance with transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of TUSA's services to transmit messages voice, or data, which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of TUSA's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 TUSA's services are available where commercially practicable for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 TUSA's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.2.6 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.7 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. TUSA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- 2.2.8 Service may be used for transmission of communications by the Customer and by the Customer's designated User.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELBGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold interexchange telecommunications services provided by TUSA.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by TUSA and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or any other U.S. carrier for use in accessing the services of TUSA.
- 2.1.3 TUSA reserves the right at any time to modify, change, add or replace its network or any component therein, provided that such change or modification does not materially adversely affect Service. This provision includes rates and charges which are subject to change by TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE: 9

SECTION 2. RULES AND REGULATIONS (Cont.)
TELECOMMUNICATIONS SERVICES TARIFF

2.2 Use and Limitations of Service

- 2.2.1 TUSA's service furnished under this Tariff shall be used only for lawful purposes consistent with the applicable laws, rules and regulations and in accordance with transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of TUSA's services to transmit messages voice, or data, which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of TUSA's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 TUSA's services are available where commercially practicable for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 TUSA's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.2.6 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.7 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. TUSA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- 2.2.8 Service may be used for transmission of communications by the Customer and by the Customer's designated User.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 10

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service (Cont.)

- 2.2.9 Service may not be assigned or transferred by the Customer without prior written consent of TUSA.
- 2.2.10 This Tariff shall not be construed such that TUSA and the Customer could be considered as principal and agent, partners, or employer and employee, except when expressly stated otherwise in this Tariff.
- 2.2.11 Customer shall provide to TUSA employees, or another person(s) authorized by TUSA, full immediate access to the Terminal Equipment, or demarcation point located on the Customer Premises.
- 2.2.12 The provision of Service by TUSA in no way grants to the Customer any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at all times remain the exclusive property of TUSA.
- 2.2.13 Without TUSA's prior written consent, Customer shall not (i) refer to itself as an authorized representative of TUSA in promotional, advertising, or other materials, (ii) use TUSA's logos, trade marks, service marks, or any variations thereof in any of its promotional, advertising, or other materials, or (iii) release any public announcements referring to TUSA without first having obtained TUSA's prior written consent. TUSA may at any time, with the Customers prior written consent, identify Customer as its customer for Service for the limited purpose of the periodic issuance of marketing and/or public announcements.
- 2.2.14 Customer represents and covenants that it shall not use the Service in any manner or for any purpose which constitutes a violation of the laws or regulations of the South Dakota Public Utilities Commission or any other governmental agency or a court of law that has jurisdiction over the Service.
- 2.2.15 The relationship between and among TUSA and the Customer shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership between and among them, or a merger of their assets, or their fiscal or other liabilities or undertakings. Neither party shall have the right to bind the other party except as expressly provided for herein.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services, or (2) the failure to furnish its Service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.12.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in Service as set forth in Section 2.12, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any Service or any failure in or breakdown of facilities with the Service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.3 Liability of Carrier (Cont.)

2.3.4 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with Services or facilities provided by Carrier, or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, stoppages or other labor difficulties; criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and Services;
- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or Services; or by means of the combination of Carrier-provided facilities or Services with Customer-provided facilities or services;
- E. Breach in the privacy or security of communications transmitted over Carrier's facilities;
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.3 Liability of Carrier (Cont.)

- 2.3.4 Carrier shall not be liable for any claims for loss or damages involving: (cont.)
- G. Deterioration of or damage to Customer premises resulting from the furnishing of Services or equipment on such premises or the installation or removal thereof;
 - H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
 - I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employees responsibilities for Carrier and/or is not authorized by Carrier;
 - J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
 - K. Any act or omission in connection with the provision of '11, E911, or similar services involving emergencies;
 - L. Any noncompletion of calls due to network busy conditions;
 - M. Any calls not actually attempted to be completed during any period that Service is unavailable.
- 2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, insisted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or Service provided by Carrier.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLORIE USA INC.
1140 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.3 Liability of Carrier (Cont.)**

- 2.3.6 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the Service.
- 2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for Service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or Services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- 2.3.8 Notwithstanding any other provision of this tariff and pursuant to S.D. Codified Laws §§ 49-13-1 and 49-13-1.1, any person claiming to be damaged by Carrier may either make complaint to the Commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in South Dakota, but no person may pursue both remedies at the same time.
- 2.3.9 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 15

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing

- 2.4.1 Service is billed on a monthly basis. In addition to any other remedies TUSA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-1/2%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. TUSA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3 Customer of TUSA's Landline Service is responsible for payment for all calls placed to or via the Customer's 800/888 Service number(s). This responsibility is not discharged by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's 800/888 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other customer carriers, or members of the public who dial the Customer's 800/888 Service number(s) by mistake.
- 2.4.4 The amounts due hereunder by Customer shall be payable to TUSA within thirty (30) days of the date of TUSA's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to TUSA, within one hundred and eighty (180) days following receipt of such disputed invoice, written documentation identifying and substantiating the disputed amount and full payment of the undisputed portion of the invoice. TUSA shall investigate the matter and if it determines that the Customer was overcharged, a credit against future invoices may be issued by TUSA. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.5 Customer will be liable to TUSA for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind, incurred by TUSA directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Cont. Acc.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing (Cont.)

2.4.6 If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to TUSA for any reason, TUSA, in addition to any other remedies it may have, will bill Customer a charge of fifteen dollars (\$15.00) per each such occurrence.

2.4.7 Customer may direct any inquiries, complaints, or billing disputes to:

A. TUSA's contact information for customer complaints and billing is:

Teleglobe USA Inc.
Attention: Customer Service
11480 Commerce Park Drive
Reston, Virginia 20191
Telephone: 1-800-920-9224
Fax: 1-888-835-3480

B. If the Customer was unable to resolve its dispute with TUSA, the complaint may be escalated to the:

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Telephone: 1-800-877-1113

TTY Relay Through South Dakota: 1-800-877-1113

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.5 Deposits**

- 2.5.1 TUSA reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment.
- 2.5.2 TUSA reserves the right at any time to require Customer to issue a deposit, irrevocable letter of credit, or other form of security acceptable to TUSA if Customer's financial circumstances or payment history is or becomes unacceptable to TUSA. Upon receipt of TUSA's written request for a deposit or another form of payment security, the Customer shall have five (5) business days to provide or implement such security and if Customer fails to comply with such request within said period, then TUSA shall be authorized to suspend or terminate the Service pursuant to this Tariff.
- 2.5.3 The amount of the security deposit shall be equal the installation charges, if applicable, and/or up to two times the monthly charges for the Service to be provided as computed by TUSA, but will not exceed 2% times of the monthly bill. Interest of 7% per annum will be paid on all sums retained on deposit.

2.6 Taxes

All charges under this Tariff are exclusive of all applicable taxes. Customer will be billed for and will be responsible for any applicable international, foreign, Federal, state, or local taxes, tax surcharges and similar fees, including without limitation sales taxes, and surcharges imposed by any authority, government or government agency related to the provision and use of Service unless Customer provides TUSA with a valid exemption certificate.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.7 Termination of Service by Customer

2.7.1 For a Service subject to term commitment as stated in the relevant order, Customer may, by providing thirty (30) days' advance written notice to TUSA, terminate such Service prior to the expiration of its specified term in which case, the following shall apply:

- A. Customer shall immediately cease using the Service; and
- B. Customer shall pay TUSA for all charges incurred for that Service through the date that Service is discontinued; and
- C. Customer shall pay TUSA any promotion credits provided to Customer by TUSA for the terminated Service; and
- D. Customer shall pay TUSA a discontinuance charge equal to the sum of the following:
 - (1) the number of months remaining in the term commitment then in effect, multiplied by the total of the monthly charges for the terminated Service; and
 - (2) amounts TUSA is obligated to pay the Access Carrier, if any, for terminating their facilities or amounts due to a Foreign Carrier that were incurred on behalf of the Customer.
- E. Upon Customer's notification of discontinuance of Service, Customer shall provide TUSA access to the Premises for purposes of removing TUSA's Terminal Equipment, pursuant to this Tariff and, shall immediately cease using the Service.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 19

SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA

TUSA may, upon 15 days written notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.8.1 For nonpayment of any sum due to TUSA by the date due; or
- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of this Service under this Tariff, or of any TUSA rule of general application with respect to the use and operation of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits TUSA from furnishing such Service; or
- 2.8.5 In the event that payment for Service is made by a check, draft, or similar instrument which is returned unpaid by a bank or another financial institution to TUSA for any reason; or
- 2.8.6 In the case of any insolvency or de facto transfer or assignment of Service without the expressed written authorization of TUSA; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Failure to pay deposit requested by TUSA in accordance with Section 2.5 of this Tariff; or
- 2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 20

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA (Cont.)

2.8.11 The appointment of a receiver or trustee for Customer, or

2.8.12 A general assignment by the Customer for the benefit of its creditors; or

2.8.13 Without notice, if TUSA deems such action necessary to protect against fraud or to otherwise protect TUSA's personnel, agents, facilities or Service.

If TUSA terminates Service as set forth above, the Customer shall pay to TUSA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service. Furthermore, the Customer shall permit TUSA to enter the Premises at any time for the purpose of removing Terminal Equipment or disconnecting the Service.

2.9 Notices

Any notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of such letter. Notices sent by telex or fax shall be conclusively deemed to have been received when the delivery confirmation is received. If Customer wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)**2.10 Publicity and Confidentiality**

For a period of two (2) years from the date of the execution of the Customer order, Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by TUSA if such information contains a conspicuous marking identifying it as "Confidential" or "Proprietary".

2.11 Inspection, Testing and Adjustment

- 2.11.1 Customer shall, allow the agents and employees of TUSA access and entry to the Premises at which the Service will be provided to install, inspect, repair or remove its facilities and/or equipment, or to perform inspections or maintenance determined to be necessary by TUSA.
- 2.11.2 In the event TUSA is required to conduct an on-site inspection due to interference or problems with the Service, and if TUSA determines that such interference or problem arises from Customer's use of non TUSA-provided or approved equipment or facilities or for any other cause attributable to the Customer, the Customer shall pay for the cost of such visit and inspection at TUSA's then-current standard rates.
- 2.11.3 TUSA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or TUSA's equipment. TUSA may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.
- 2.11.4 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises and Terminal Equipment.
- 2.11.5 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: _____

EFFECTIVE: _____

B. : DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.12 Allowance for Interruptions

2.12.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in TUSA's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a TUSA customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- B. Credit allowance will not be made for (1) interruptions not reported to TUSA, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by TUSA. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over TUSA facilities, the Customer must pay the charges for the alternative Service used.

2.12.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a TUSA customer service representative.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)**2.12 Allowance for Interruptions (Cont.)**

2.12.3 For all services which involve dedicated access, dedicated interexchange transmission, and/or dedicated termination, for which monthly recurring charges are applied and which may be interrupted for as long as several days, the Customer will be given a credit allowance for an interruption of two consecutive hours or more, as follows:

- A. When Service is interrupted for a period of less than two hours, no credit allowance will be given; or
- B. When the Service's dedicated access or termination line(s) associated with the Service are interrupted for a period of more than two hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given; or
- C. When the Service's access or termination line(s) associated with the Service are interrupted for a period of more than twenty-four hours, a credit allowance in an amount equal to one thirtieth of the monthly recurring charge(s) will be given for each twenty-four hour period or fraction thereof.

2.12.4 No credit allowances will be made for:

- A. Interruptions caused by the negligence of the Customer, Customer's Authorized User or agent and/or designees; or
- B. Interruptions due to the failure of power, equipment, systems, or services not provided by TUSA; or
- C. Interruptions during any period during which TUSA or its agents are not afforded access to TUSA-provided equipment or the Premises where Access Facilities associated with Service are terminated; or
- D. Interruptions during any period when the Customer or user has released the Service to TUSA for maintenance, rearrangement purposes, for the implementation of a Customer order, or for routine maintenance, testing and adjustment; or

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to TUSA; or
- G. Interruptions that are due to a cause beyond TUSA's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

2.12.5 An interruption period begins when the Customer reports to TUSA that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.13 Interconnection**

- 2.13.1 Service furnished by TUSA may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by TUSA. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of TUSA and of others shall be provided at the Customer's expense.
- 2.13.2 If requested by TUSA, the Customer shall provide TUSA, with appropriate letter(s) of agency to enable and authorize TUSA to render Service.
- 2.13.3 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' agreements with Customers, the other carriers' tariffs, if any, the laws of the State of South Dakota and U.S. Federal laws, as applicable. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carriers' facilities. The Customer shall secure all licenses, permits, rights-of-ways, permissions, waivers, consents, registrations, approvals and other arrangements necessary for such interconnection and for TUSA to provide Service.
- 2.13.4 The Customer shall obtain TUSA approval of any Customer equipment that will be interconnected with Service or facilities, prior to such interconnection and shall ensure that its equipment is properly interfaced with TUSA facilities and that the signals emitted into the TUSA's network are of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer maintains and operates its equipment in a manner that may cause a harm to TUSA's equipment, personnel or the quality of Service to other customers, TUSA may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to TUSA, TUSA may, upon written notice, terminate the Customer's Service.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.13 Interconnection (Cont.)**

- 2.13.5 The Customer agrees to use and maintain TUSA-provided equipment in accordance with instructions of TUSA. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to equipment pursuant to this Section. Risk of loss for any TUSA-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.
- 2.13.6 Title to any TUSA-furnished equipment shall at all times remain with TUSA or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and TUSA shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in TUSA-furnished equipment.
- 2.13.7 Customer agrees to return to TUSA all TUSA-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse TUSA upon demand, for any costs incurred by TUSA due to the Customer's failure to comply with this provision.
- 2.13.8 If TUSA provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with TUSA-furnished equipment, and Services. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE**Timing of Billing:**

On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as otherwise stated in this tariff, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.

Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.

Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

3.1 Dial Around Service

Outbound switched voice Service where calls are placed via Teleglobe's Carrier Identification Code. Service is not available on a presubscription or calling card basis. Calls are billed in 1-minute increments.

Rate per minute: \$0.10

ISSUED: _____**EFFECTIVE: _____**

**BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE

3.2 Payphone Surcharge

An undiscountable \$0.28 per call surcharge is applicable to all long distance calls that originate from any domestic public or semi-public payphone. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with TUSA service, applies to, without limitation, toll free calls, 10XXX calls, post paid and prepaid calling card calls.

3.3 GlobeSelect^(SM)

GlobeSelect^(SM) offers customers traditional 1+ switched calling service. Calls are billed in 6-second increments after an 18-second minimum call duration.

Rate per minute: \$0.125

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191



TELEGLOBE

March 19, 1999

VIA FIRST CLASS MAIL
(605)773-3201

RECEIVED

MAR 22 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Mr. William Ballard
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

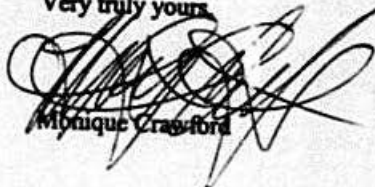
Re: Teleglobe USA Inc. filing for a Certificate of Authority
TC99-004

Dear Mr. Ballard:

Pursuant to the request of the Commission staff in the letter from Michele M. Farris, dated March 8, 1999, Teleglobe USA Inc. ("Teleglobe") has revised its South Dakota PUC Tariff No. 1. The most current balance sheets and income statements will be sent separately as a confidential filing.

Please date stamp the "Receipt" copy of this filing and return using the self addressed, stamped envelope. Please direct all further questions to Dorota A. Smith, Senior Analyst, Regulatory Affairs at (703) 755-2389.

Very truly yours,



Monique Crawford

cc: Michele M. Farris, P.E., Utility Analyst
Karen Cremer, Staff Attorney

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.3 Liability of Carrier (Cont.)****2.3.4 Carrier shall not be liable for any claims for loss or damages involving: (cont.)**

- G. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities;
- H. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employees responsibilities for Carrier and/or is not authorized by Carrier;
- I. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this tariff;
- J. Any act or omission in connection with the provision of 911, E911, or similar services involving emergencies;
- K. Any noncompletion of calls due to network busy conditions;
- L. Any calls not actually attempted to be completed during any period that Service is unavailable.

- 2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or Service provided by Carrier.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a)1.
 - 2.1.1.A.1.(a)1(i).
 - 2.1.1.A.1.(a)1(i)1.
- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191



TELEGLOBE

March 19, 1999

VIA UPS
(605)773-3201

Karen Cremer, Staff Attorney
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED

MAR 24 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

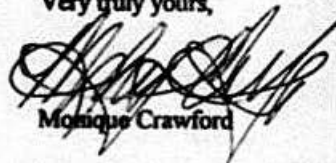
Re: Teleglobe USA Inc. filing for a Certificate of Authority
TC99-004

Dear Mr. Ballard:

Pursuant to your discussions with Dorota Smith, enclosed is Teleglobe's revised Tariff SD PUC No. 1, reflecting the suggested liability language.

Please date stamp the "Receipt" copy of this filing and return using the self addressed, stamped envelope. Please direct all further questions to Dorota A. Smith, Senior Analyst, Regulatory Affairs at (703) 755-2389.

Very truly yours,



Monique Crawford

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL TITLE PAGE

TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE

SOUTH DAKOTA PUC NO. 1

TELEGLOBE USA INC.

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Resale Interexchange Telecommunications Services furnished by Teleglobe USA Inc. ("TUSA") throughout the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at TUSA's principal place of business, 1751 Pinnacle Drive, Suite 1600, McLean, VA 22102, Tel No. 1-800-920 9224.

THIS TARIFF IS GOVERNED AND INTERPRETED ACCORDING TO THE LAWS OF SOUTH DAKOTA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

<u>Page</u>	<u>Revision No.</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original

* Pages submitted with this filing

ISSUED: _____**EFFECTIVE:** _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

The following symbols shall be used in this Tariff and any Order entered hereunder for the purposes indicated below:

- C To signify changed regulation
- D Delete or discontinue
- I Change resulting in increase of rate
- M Moved from another tariff location
- N New
- R Change resulting in reduction of a rate
- S Matter appearing elsewhere or repeated for clarification
- T Change in text but no change to rate or charge
- Z Correction

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a)I.
 - 2.1.1.A.1.(a)I.(i).
 - 2.1.1.A.1.(a)I.(i)(1).
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELEGLOBE USA INC.

SOUTH DAKOTA PUC TARIFF NO. 1
ORIGINAL PAGE 5

TELECOMMUNICATIONS SERVICES TARIFF
APPLICATION OF TARIFF

This Tariff contains the regulations and charges that apply to intrastate resold interexchange telecommunications services provided by Teleglobe USA Inc., (hereinafter "TUSA" or "Carrier"), throughout the State of South Dakota as described in this Tariff.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Access Carrier - Collectively means either the applicable local exchange carrier, or a competitive access provider, or other local access provider, or another interexchange carrier selected by TUSA to provide the local access service to TUSA's service.

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to TUSA's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a subscriber, to enable Carrier to identify the origin of service user so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no subscriber shall have any proprietary or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - An end user authorized by the Customer to use the Service.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Carrier - Teleglobe USA Inc., unless context indicates otherwise.

Commission - South Dakota Public Utilities Commission, unless context indicates otherwise.

Common Carrier - A company or entity providing telecommunications services to the public.

Customer - The person or legal entity which enters into arrangements for TUSA's telecommunications services and is responsible for payment of TUSA's charges.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION I. TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Premises - The space designated by Customer as its place(s) of business for termination of Service for its own communications needs.

Service or Services - Intrastate telecommunications service provided by TUSA between points within the State of South Dakota.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

Travel Card - A credit or debit calling card issued by TUSA, which allows its Users to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued debit travel card will be charged against the debit account.

User - The person(s) utilizing TUSA's services.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold interexchange telecommunications services provided by TUSA.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by TUSA and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or any other U.S. carrier for use in accessing the services of TUSA.
- 2.1.3 TUSA reserves the right at any time to modify, change, add or replace its network or any component thereof, provided that such change or modification does not materially adversely affect Service. This provision includes rates and charges which are subject to change by TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.2 Use and Limitations of Service

- 2.2.1 TUSA's service furnished under this Tariff shall be used only for lawful purposes consistent with the applicable laws, rules and regulations and in accordance with transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of TUSA's services to transmit messages voice, or data, which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of TUSA's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 TUSA's services are available where commercially practicable for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 TUSA's services may be denied for nonpayment of charges or for other violations of this Tariff.
- 2.2.6 Service is available for resale by Customers who assume sole responsibility to provide all functions of providing such service to their customers.
- 2.2.7 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. TUSA reserves the right not to provide Service to or from a location where the necessary facilities or equipment are not available.
- 2.2.8 Service may be used for transmission of communications by the Customer and by the Customer's designated User.

ISSUED: _____

EFFECTIVE: _____

B** DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service (Cont.)

- 2.2.9 Service may not be assigned or transferred by the Customer without prior written consent of TUSA.
- 2.2.10 This Tariff shall not be construed such that TUSA and the Customer could be considered as principal and agent, partners, or employer and employee, except when expressly stated otherwise in this Tariff.
- 2.2.11 Customer shall provide to TUSA employees, or another person(s) authorized by TUSA, full immediate access to the Terminal Equipment, or demarcation point located on the Customer Premises.
- 2.2.12 The provision of Service by TUSA in no way grants to the Customer any title or ownership in intellectual property which may be included or embodied therein, it being understood that such intellectual property shall at all times remain the exclusive property of TUSA.
- 2.2.13 Without TUSA's prior written consent, Customer shall not (i) refer to itself as an authorized representative of TUSA in promotional, advertising, or other materials, (ii) use TUSA's logos, trade marks, service marks, or any variations thereof in any of the promotional, advertising, or other materials, or (iii) release any public announcements referring to TUSA without first having obtained TUSA's prior written consent. TUSA may at any time, with the Customer's prior written consent, identify Customer as its customer for Service for the limited purpose of the periodic issuance of marketing and/or public announcements.
- 2.2.14 Customer represents and covenants that it shall not use the Service in any manner or for any purpose which constitutes a violation of the laws or regulations of the South Dakota Public Utilities Commission or any other governmental agency or a court of law that has jurisdiction over the Service.
- 2.2.15 The relationship between and among TUSA and the Customer shall not be that of partners and nothing herein contained shall be deemed to constitute a partnership between and among them, or a merger of their assets, or their fiscal or other liabilities or undertakings. Neither party shall have the right to bind the other party except as expressly provided for herein.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)2.3 Liability of Carrier

- 2.3.1 TUSA's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing Service or facilities, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.
- 2.3.2 TUSA shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any Service, facility or transmission provided under this tariff, if caused by any person or entity other than TUSA, by any malfunction of Service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond TUSA's direct control.
- 2.3.3 TUSA shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by TUSA under this tariff, or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by the negligence of TUSA.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.3 Liability of Carrier (Cont.)

- 2.3.4 TUSA shall not be liable for any defacement of or damage to the premises of a Customer resulting for the furnishing of Service which is not the direct result of TUSA's negligence.
- 2.3.5 TUSA shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Calling Cards or Personal Identification Numbers issued for use with TUSA's Services. Nor will TUSA be liable for any claim, loss or refund on any unused balance remaining on a Prepaid Calling Card provided to a Customer.
- 2.3.6 TUSA shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Prepaid Account provided to a Customer before or after the expiration date assigned to each Prepaid Account.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.4 Payment and Billing

- 2.4.1 Service is billed on a monthly basis. In addition to any other remedies TUSA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1.5%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. TUSA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3 Customer of TUSA's Labour Service is responsible for payment for all calls placed to or via the Customer's 800/888 Service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service by Customer-provided systems, equipment, facilities or services interconnected to the Customer's 800/888 Service, or use, misuse or abuse occasioned by third parties, including, without limitation, the Customer's employees, other common carriers, or members of the public who dial the Customer's 800/888 Service number(s) by mistake.
- 2.4.4 The amounts due hereunder by Customer shall be payable to TUSA within thirty (30) days of the date of TUSA's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to TUSA within one hundred and eighty (180) days following receipt of such disputed invoice, written documentation identifying and substantiating the disputed amount and full payment of the undisputed portion of the invoice. TUSA shall investigate the matter. If it determines that the Customer was overcharged, a credit against future invoices may be issued by TUSA. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.5 Customer will be liable to TUSA for any and all costs and/or expenses including reasonable attorney's fees and expenses of any kind, incurred by TUSA directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Customer.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELE GLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing (Cont.)

- 2.4.6 If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned unpaid by a bank or another financial institution to TUSA for any reason, TUSA, in addition to any other remedies it may have, will bill Customer a charge of fifteen dollars (\$15.00) per each such occurrence.
- 2.4.7 Customer may direct any inquiries, complaints, or billing disputes to:

A. TUSA's contact information for customer complaints and billing is:

Teleglobe USA Inc.
Attention: Customer Service
11480 Commerce Park Drive
Reston, Virginia 20191
Telephone: 1-800-920-9224
Fax: 1-888-835-3480

B. If the Customer was unable to resolve its dispute with TUSA, the complaint may be escalated to the:

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Telephone: 1-800-877-1113

TTY Relay Through South Dakota: 1-800-877-1113

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.5 Deposits**

- 2.5.1 TUSA reserves the right to examine the credit record of all applicants and Customers and require a security deposit when determined to be necessary to assure future payment.
- 2.5.2 TUSA reserves the right at any time to require Customer to issue a deposit, irrevocable letter of credit, or other form of security acceptable to TUSA if Customer's financial circumstances or payment history is or becomes unacceptable to TUSA. Upon receipt of TUSA's written request for a deposit, or another form of payment security, the Customer shall have five (5) business days to provide or implement such security and if Customer fails to comply with such request within said period, then TUSA shall be authorized to suspend or terminate the Service pursuant to this Tariff.
- 2.5.3 The amount of the security deposit shall be equal the installation charges, if applicable, and/or up to two times the monthly charges for the Service to be provided as computed by TUSA, but will not exceed 2½ times of the monthly bill. Interest of 7% per annual will be paid on all sums retained on deposit.

2.6 Taxes

All charges under this Tariff are exclusive of all applicable taxes. Customer will be billed for and will be responsible for any applicable international, foreign, Federal, state, or local taxes, tax surcharges and similar fees, including without limitation sales taxes, and surcharges imposed by any authority, government or government agency related to the provision and use of Service unless Customer provides TUSA with a valid exemption certificate.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.7 Termination of Service by Customer

- 2.7.1 For a Service subject to term commitment as stated in the relevant order, Customer may, by providing thirty (30) days' advance written notice to TUSA, terminate such Service prior to the expiration of its specified term in which case, the following shall apply:
- A. Customer shall immediately cease using the Service; and
 - B. Customer shall pay TUSA for all charges incurred for that Service through the date that Service is discontinued; and
 - C. Customer shall pay TUSA any promotion credits provided to Customer by TUSA for the terminated Service; and
 - D. Customer shall pay TUSA a discontinuance charge equal to the sum of the following:
 - (1) the number of months remaining in the term commitment then in effect, multiplied by the total of the monthly charges for the terminated Service; and
 - (2) amounts TUSA is obligated to pay the Access Carrier, if any, for terminating their facilities or amounts due to a Foreign Carrier that were incurred on behalf of the Customer.
 - E. Upon Customer's notification of discontinuance of Service, Customer shall provide TUSA access to the Premises for purposes of removing TUSA's Terminal Equipment, pursuant to this Tariff and, shall immediately cease using the Service.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.8 Termination of Service by TUSA**

TUSA may, upon 5 days written notice except when stated otherwise, discontinue Service or cancel an application for Service for any of the following reasons:

- 2.8.1 For nonpayment of any sum due to TUSA by the date due; or
- 2.8.2 In the event of a violation of any of the provisions governing the furnishing of this Service under this Tariff, or of any TUSA rule of general application with respect to the use and operation of Service; or
- 2.8.3 Without notice, in the event of a violation of any law, rule, regulation or policy of any government authority having jurisdiction over the Service; or
- 2.8.4 Without notice, by reason of any order or decision of a court or other government authority having jurisdiction which prohibits TUSA from furnishing such Service; or
- 2.8.5 In the event that payment for Service is made by a check, draft, or similar instrument which is returned unpaid by a bank or another financial institution to TUSA for any reason; or
- 2.8.6 In case of any intentional or de facto transfer or assignment of Service without the expressed written authorization of TUSA; or
- 2.8.7 In the event of Customer's insolvency; or
- 2.8.8 Failure to pay deposit requested by TUSA in accordance with Section 2.5 of this Tariff; or
- 2.8.9 Initiation of proceedings by Customer in voluntary bankruptcy; or
- 2.8.10 Initiation of proceedings against Customer for involuntary bankruptcy which are not dismissed within ninety (90) days of initiation; or

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.8 Termination of Service by TUSA (Cont.)**

- 2.8.11 The appointment of a receiver or trustee for Customer; or
- 2.8.12 A general assignment by the Customer for the benefit of its creditors; or
- 2.8.13 Without notice, if TUSA deems such action necessary to protect against fraud or to otherwise protect TUSA's personnel, agents, facilities or Service.

If TUSA terminates Service as set forth above, the Customer shall pay to TUSA any amounts due as a result of such termination of Service, including, without limitation, any specified discontinuance charges the same as if the Customer had terminated Service as set forth in Section 2.7 above. The Customer must pay all specified amounts within thirty (30) days of termination of Service. Furthermore, the Customer shall permit TUSA to enter the Premises at any time for the purpose of removing Terminal Equipment or disconnecting the Service.

2.9 Notices

Any notices mailed by registered or certified mail shall be conclusively deemed to have been received by the addressee on the fifth business day following the mailing of sending thereof. Notices sent by telex or fax shall be conclusively deemed to have been received when the delivery confirmation is received. If Customer wishes to alter the address to which communications to it are sent, it may do so by providing the new address, in writing, to TUSA.

ISSUED: _____**EFFECTIVE:** _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2. RULES AND REGULATIONS (Cont.)**2.10 Publicity and Confidentiality**

For a period of two (2) years from the date of the execution of the Customer order, Customer shall maintain the confidentiality of all information or data of any nature ("Information") provided to it by TUSA if such information contains a conspicuous marking identifying it as "Confidential" or "Proprietary".

2.11 Inspection, Testing and Adjustment

2.11.1 Customer shall, allow the agents and employees of TUSA access and entry to the Premises at which the Service will be provided to install, inspect, repair or remove its facilities and/or equipment, or to perform inspections or maintenance determined to be necessary by TUSA.

2.11.2 In the event TUSA is required to conduct an on-site inspection due to interference or problems with the Service, and if TUSA determines that such interference or problem arises from Customer's use of non TUSA-provided or approved equipment or facilities or for any other cause attributable to the Customer, the Customer shall pay for the cost of such visit and inspection at TUSA's then-current standard rates.

2.11.3 TUSA may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the requirements of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or TUSA's equipment. TUSA may interrupt the Service at any time, without penalty to itself, because of the Customer's departure from any of these requirements.

2.11.4 In the event of Service interruption, the Customer shall cooperate in good faith to the extent necessary to reinstate the Service, including the provision of immediate access to the Customer's Premises and Terminal Equipment.

2.11.5 No interruption of Service allowance will be granted for the time during which such tests and adjustments are made.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.12 Allowance for Interruptions**

2.12.1 For all Services for which charges are specified on time-sensitive basis, and which there may be interruption of an individual call, due to a condition in TUSA's facilities or in access or termination facilities provided by other carriers, which may be remedied by re-dialing the call, the Customer will receive a credit allowance as follows:

- A. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g. noisy circuit), one-way transmission (one party is unable to hear the other), or involuntary disconnection caused by deficiencies in Service. Customer may also be granted credit for reaching a wrong number. To receive a credit, Customer must notify a TUSA customer service representative and furnish information, including the called number, the Service subscribed to, the difficulty experienced, and the approximate time the call was placed.
- B. Credit allowance will not be made for (1) interruptions not reported to TUSA, or (2) interruptions that are due to the failure of power, equipment, systems or services not provided by TUSA. If Customer elects to use another means of communications after one of the above interruptions, or during a period when Customer is unable to place a call over TUSA facilities, the Customer must pay the charges for the alternative Service used.

2.12.2 When a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted due to poor transmission or one-way transmission, the Customer will be given a credit allowance up to an amount equivalent to the charge for the last three minutes of the interrupted call, or for an entire call if it lasted less than three minutes. Customer who has reached a wrong number will be given a credit allowance up to an amount equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the situation promptly to a TUSA customer service representative.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

- E. Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use it on an impaired basis; or
- F. Interruptions not reported to TUSA; or
- G. Interruptions that are due to a cause beyond TUSA's reasonable control, including, without limitation, problems with the Customer's Terminal Equipment, or failure of Customer to meet its responsibilities set forth in this Tariff.

2.12.5 An interruption period begins when the Customer reports to TUSA that the Service has been interrupted and releases it for testing and repair. An interruption period ends when the Service is operative again. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service is deemed to be impaired, but not interrupted, therefore, no credit for the interruption will be allowed.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.13

Interconnection

- 2.13.1 Service furnished by TUSA may be interconnected with services or facilities of an Access Carrier, other authorized communications common carriers or with private systems, subject to the technical limitations established by TUSA. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of TUSA and of others shall be provided at the Customer's expense.
- 2.13.2 If requested by TUSA, the Customer shall provide TUSA, with appropriate letter(s) of agency to enable and authorize TUSA to render Service.
- 2.13.3 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's agreements with Customers, the other carrier's tariffs, if any, the laws of the State of South Dakota and U.S. Federal laws, as applicable. The Customer is responsible for taking all necessary legal steps for interconnecting its Customer-provided Terminal Equipment or communications systems with such other carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, permissions, waivers, consents, registrations, approvals and other arrangements necessary for such interconnection and for TUSA to provide Service.
- 2.13.4 The Customer shall obtain TUSA approval of any Customer equipment that will be interconnected with Service or facilities, prior to such interconnection and shall ensure that its equipment is properly interfaced with TUSA facilities and that the signals carried into the TUSA's network is of the following: proper mode, bandwidth, power, data speed, and signal level for the intended use by the Customer. If the Customer substitutes and operates its equipment in a manner that may cause a harm to TUSA's equipment, personnel or the quality of Service to other customers, TUSA may require the use of protective equipment at the Customer's expense. If this fails to produce quality and safety satisfactory to TUSA, TUSA may, upon written notice, terminate the Customer's Service.

ISSUED: _____EFFECTIVE: _____

BY: DOMOTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEPHONE USA INC.
11480 CONFERENCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)**2.13 Interconnection (Cont.)**

- 2.13.5 The Customer agrees to use and maintain TUSA-provided equipment in accordance with instructions of TUSA. Failure to do so will void liability for interruption of Service and may make the Customer responsible for damage to equipment pursuant to this Section. Risk of loss for any TUSA-furnished equipment shall pass to Customer upon delivery of such equipment to Customer's Premises.
- 2.13.6 Title to any TUSA-furnished equipment shall at all times remain with TUSA or its designee(s). Customer shall not permit any liens or encumbrances to be placed upon such equipment, and TUSA shall have the right to take all actions necessary (including taking possession from Customer) to protect its ownership interest in TUSA-furnished equipment.
- 2.13.7 Customer agrees to return to TUSA all TUSA-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse TUSA upon demand, for any costs incurred by TUSA due to the Customer's failure to comply with this provision.
- 2.13.8 If TUSA provides any software (whether embedded in hardware as firmware or otherwise) and any related documentation (collectively "Software") to Customer, Customer shall use the Software only with TUSA-furnished equipment, and Services. Customer shall not (a) reproduce, reverse engineer, disassemble, decompile, modify, adapt, translate, create derivative works from, or transfer or transmit the Software in any form or by any means, or (b) use the Software for any purpose other than as set forth in this Section. Customer shall not have any ownership rights in, or obtain rights to, the Software. If a license agreement accompanies the Software, Customer agrees to abide by the terms of such agreement.

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE**Timing of Billing:**

On direct dialed outbound and inbound calls provided pursuant to this Tariff, and except as otherwise stated in this tariff, chargeable call duration accrues from the time the called party answers, as indicated by Carrier's receipt of answer supervision, until one of the parties hangs up, as detected by Carrier's equipment.

Carrier may receive answer supervision signaling directly from local exchange carriers, may employ software answer supervision, or may receive answer supervision from other interexchange carriers. These other interexchange carriers may themselves employ either local exchange carrier-provided answer supervision or some other method of determining called party on-hook or off-hook status.

Call duration recording of Conference Calling and Operator Service calls does not necessarily employ answer supervision on every call. 800 Service calls terminating on a Customer's PBX or comparable Customer premises equipment will be timed commencing when Carrier receives answer supervision from such communications system.

3.1 Dial Around Service

Outbound switched voice Service where calls are placed via Teleglobe's Carrier Identification Code. Service is not available on a presubscription or calling card basis. Calls are billed in 1-minute increments.

Rate per minute: \$0.10

ISSUED: _____**EFFECTIVE: _____**

**BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191**

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE

3.2 Payphone Surcharge

An undiscountable \$0.28 per call surcharge is applicable to all long distance calls that originate from any domestic public or semi-public payphone. This charge, which is in addition to standard tariffed usage charges and any applicable surcharges associated with TUSA service, applies to, without limitation, toll free calls, 10XXX calls, post paid and prepaid calling card calls.

3.3 GlobeSelectSM

GlobeSelectSM offers customers traditional 1+ switched calling service. Calls are billed in 6-second increments after an 18-second minimum call duration.

Rate per minute: \$0.125

ISSUED: _____

EFFECTIVE: _____

BY: DOROTA A. SMITH
SENIOR ANALYST, REGULATORY AND TARIFFS
TELEGLOBE USA INC.
11480 COMMERCE PARK DRIVE
RESTON, VIRGINIA 20191

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF)
TELEGLOBE USA INC. FOR A CERTIFICATE)
OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC99-004

On January 7, 1999, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Teleglobe USA Inc. (TUSA).

TUSA proposes to offer switched outbound voice services. With time, TUSA plans to add prepaid and postpaid calling card services, 800/888, private line and data services. A proposed tariff was filed by TUSA. The Commission has classified long distance service as fully competitive.

On January 14, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of January 29, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its April 8, 1999, meeting, the Commission considered TUSA's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that TUSA not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that TUSA has met the legal requirements established for the granting of a certificate of authority. TUSA has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves TUSA's application for a certificate of authority, subject to the condition that TUSA not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that TUSA's application for a certificate of authority is hereby granted, subject to the condition that TUSA not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that TUSA shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 14th day of April, 1999.

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, by first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Debra Kachko</u>
Date: <u>4/15/99</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHÖENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES
COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State Of South Dakota

Authority was Granted April 8, 1999
Docket No. TC99-004

This is to certify that

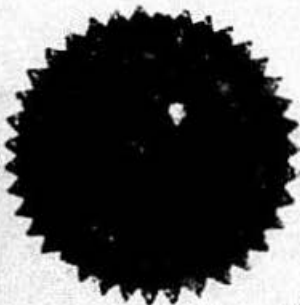
TELEGLOBE USA INC.

is authorized to provide telecommunications services in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 14th day of April, 1999.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner