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August 26, 1999

**VIA OVERNIGHT DELIVERY**

William Bullard, Executive Director  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
State Capitol Building, First Floor  
Pierre, South Dakota 57501

**RECEIVED**

AUG 27 1999

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: Application of @link Networks, Inc. for Certificate of Authority to Provide Facilities-Based and Resold Local Exchange and Interexchange Intrastate Telecommunications Services

Dear Mr. Bullard:

Enclosed for filing on behalf of @link Networks, Inc ("@link") are an original and ten (10) copies of @link's application for a Certificate of Authority to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services in South Dakota. Please find enclosed a check for \$250.00, made payable to the South Dakota Public Utilities Commission, to cover the requisite filing fee.

Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, postage-paid envelope attached. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully Submitted,



Dana Frix, Esq.  
Katherine A. Rolph, Esq.

Counsel for @link Networks, Inc.

**Enclosures**

cc: Mary Jo Grant  
Brian McDermott, Esq.



**BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

Application of	)	
	)	
@link Networks, Inc.	)	
	)	
	)	Docket No. _____
For a Certificate of Authority to Provide	)	
Facilities-Based and Resold Local	)	
Exchange and Interexchange Intrastate	)	
Telecommunications Services	)	

**APPLICATION FOR CERTIFICATE OF AUTHORITY**

@link Networks, Inc. ("@link" or "Applicant"), by its undersigned counsel, hereby submits its Application for a Certificate of Authority to provide facilities-based and resold local exchange and interexchange telecommunications services pursuant to Section 49-31-3 of the South Dakota Codified Laws and the Rules of the Public Utilities Commission. In support of this Application, and pursuant to Section 20:10:24:02 (Interexchange) and 20:10:32:03 (Local Exchange) of the Administrative Rules of South Dakota, @link provides the following information:

1. 20:10:24:02(1) and 20:10:32:03(1). Name, Address, and Telephone Number of Applicant. Applicant's legal name is @link Networks, Inc. Applicant maintains its principal place of business at:

20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
Telephone: (414) 717-2000  
Facsimile: (414) 717-2010

Correspondence or communications pertaining to this Application should be directed to  
Applicant's attorneys of record:

Dana Frix, Esquire  
Katherine A. Rolph, Esquire  
Swidler Berlin Shereff Friedman, LLP  
3000 K St., N.W., Suite 300  
Washington, D.C. 20007-5116  
Telephone: (202) 424-7500  
Facsimile: (202) 424-7645

with a copy to:

Mary Jo Grant, Regulatory Compliance Administrator  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
Telephone: (414) 717-2000  
Facsimile: (414) 717-2010

2. 20:10:32:03(2) and 20:10:32:03 (9)(a). Name and Business Address of Each

Corporate Officer and Director. The officers and directors of @link are as follows:

Theodore Lasser- President and Director  
Tom Jamnsen- Acting Chief Financial Officer and Vice President Finance

All officers and directors may be reached at:

20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
Telephone: (414) 717-2000  
Facsimile: (414) 717-2010

@link possesses the managerial and technical qualifications to provide facilities-based and resold local and interexchange telecommunications services in South Dakota. @link's officers are well qualified to execute its business plan, to provide its proposed telecommunications services and to operate and maintain @link's facilities over which such



services will be deployed. Descriptions of the telecommunications and managerial experience of Applicant's key personnel are attached hereto as Exhibit 1.

3. 20:10:24:02(2) and 20:10:32:03(3). Name Under Which Applicant Will Provide Services. Applicant will operate in South Dakota under its legal name, @link Networks, Inc.

4. 20:10:24:02(3) and 20:10:32:03(4). Legal organization.

a. 20:10:24:02(3)(a); 20:10:32:03(4)(c); and 20:10:32:03(4)(d). State of Organization, Date of Organization, and Authority to Transact Business in South Dakota.

Applicant is a corporation organized under the laws of Wisconsin on March 6, 1997 and is qualified to do business in South Dakota. A copy of Applicant's Articles of Incorporation and a copy of its authorization to conduct business as a foreign corporation in South Dakota are included as Exhibit 2.

b. 20:10:24:02(3)(b) and 20:10:32:03(4)(a). Location of Principal Office in South Dakota and Registered Agent. Applicant does not currently have an office within South Dakota. @link's registered agent in South Dakota is:

CT Corporation System  
319 South Coteau Street  
Pierre, South Dakota 57501

c. 20:10:24:02(3)(c); 20:10:32:03(4)(b); and 20:10:32:03(6). Ownership and Management Interest. @link is a wholly-owned subsidiary of @link Holdings, Inc., a Delaware holding company with principal offices located in Waukesha, Wisconsin. @link Holdings, Inc. is majority-owned and controlled by Madison Dearborn Capital Partners III, L.P., a Delaware limited partnership.

4. 20:10:24:02(4). Partnership Information. Applicant is not a partnership.

5. 20:10:24:02(5) and 20:10:32:03 (7). Proposed services. @link seeks authority to provide all forms of facilities-based and resold telecommunications services throughout the State of South Dakota, including both local exchange and interexchange telecommunications services. Initially, @link intends to provide data transmission services only. @link requests authority, however, to provide the full range of local exchange and interexchange services in order to avoid having to amend its certificate in the event that it decides to provide voice service in the future. @link's data communications services will be available on a full-time basis, 24-hours a day, seven days a week. As a national access provider, @link proposes to build an intrastate Asynchronous Transfer Mode ("ATM") backbone in South Dakota to service the last mile. The intrastate backbone will be interconnected to other state networks. Data switching is based on end points regardless of whether the points are intrastate or interstate. Applicant has found that placing Points Of Presence ("POPs") in population densities of 40,000 or more to be the most cost effective. Applicant will maintain virtual collocation facilities and will lease dark fiber UNEs from the ILEC.

6. 20:10:24:02(6). Facilities to be Used to Provide Services. @link will deploy xDSL technology to provide high-speed, high quality data connections. @link proposes to provide service over leased facilities, through the use of unbundled network elements purchased from other certificated carriers and through the resale of the services of other carriers.

7. 20:10:24:02(7) and 20:10:32:03 (8). Geographic Area to be Served. @link intends to provide service to subscribers from all points within the State of South Dakota and therefore seeks authorization to provide local exchange and interexchange service statewide.



Since @link seeks to provide statewide authority, Applicant has not included a map showing proposed service areas.

8. 20:10:24:02(8); 20:10:32:03(11); and 20:10:32:03(13). Financial Qualifications and Tariff. @link is financially qualified to provide local exchange and interexchange telecommunications services within South Dakota. @link has access to the financing and capital necessary to conduct the telecommunications operations as specified in this application. @link will rely upon its existing personnel and technological and financial resources to provide intrastate services. Attached hereto under seal as Exhibit 3 is a copy of the most recent financial statements for @link. This exhibit is offered to demonstrate Applicant's financial ability to operate as a telecommunications service provider in the State of South Dakota. A copy of @link's proposed tariff containing @link's rates and terms and conditions of service is attached hereto as Exhibit 4.

9. 20:10:24:02(9); 20:10:32:03(9)(b); and 20:10:32:03(18). Complaint Contact, Regulatory Contact, and Handling of Billing and Customer Service Matters. Questions concerning regulatory issues and the ongoing operations of @link should be directed to:

Mary Jo Grant, Regulatory Compliance Administrator  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
Telephone: (414) 717-2000  
Facsimile: (414) 717-2010  
E-Mail: maryjo.grant@dslnet.com

Customers with service, billing and repair questions or complaints may reach @link at its 24-hour toll-free customer service number, (888) 375-9750, for assistance. The name, address and phone number of @link's customer service contact is:

Bill Goetz  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
Telephone: (888) 375-9750  
Facsimile: (414) 717-2010  
E-mail:customer\_service@dslnet.com

In the event of a billing dispute, @link will perform a review of the disputed billing amount and attempt to reach a settlement to the mutual satisfaction of both parties. Following a full investigation to determine whether or not the charges are improper, @link may adjust the disputed bill. Because customer satisfaction is extremely important to @link and to its success in the competitive marketplace, all commercially reasonable efforts will be made to address and resolve customer concerns as quickly as possible.

10. 20:10:24:02(10); 20:10:32:03(5); 20:10:32:03(17); and 20:10:32:03(20). Current Authority to Provide Service. @link has not previously provided telecommunications service in South Dakota. @link Networks, Inc. (formerly known as Dakota Services, Ltd.), is authorized to provide telecommunications service in Alabama, Arkansas, California, Colorado, Connecticut, Illinois, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New York, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont, and Wisconsin. Applicant also is authorized to provide data telecommunications service (on an unregulated basis) in Iowa and Wyoming. @link currently provides services in Wisconsin and Illinois. @link currently has pending applications for authority to provide telecommunications service in the District of Columbia, Florida, Georgia, Louisiana, Minnesota, and North Dakota, and is in the process of obtaining authority to provide telecommunications services in Arizona,



Delaware, Idaho, Maine, Maryland, Mississippi, Nevada, New Mexico, North Carolina, Oregon, Utah, Virginia, Washington, and West Virginia. Applicant is authorized to provide advanced telecommunications services as a Federal Data IXC through its tariff filed with the Federal Communications Commission on March 31, 1998. @link has not been denied requested certification in any jurisdiction, nor has it had a permit, license, or certificate revoked by any authority.

11. 20:10:24:02(11) and 20:10:32:03 (15). Marketing. @link intends to market its services to business and residential customers in the State of South Dakota. @link plans to market its services directly through the Internet and direct mail. In addition, @link may also utilize sales agents to solicit customers by telephone or in person. @link, however, has not yet developed brochures or other materials to be used in marketing its services in South Dakota. @link will does not plan to engage in multi-level marketing in South Dakota. @link will comply with South Dakota law and the Federal Communications Commission's ("FCC") regulations governing changing a customer's primary interexchange carrier.

12. 20:10:24:02(12) and 20:10:32:03 (14). Cost Support. The services that @link has proposed herein are competitive services; therefore, @link has not provided cost support for the rates shown in its tariff.

13. 20:10:24:02(13) and 20:10:32:03(23). Federal Tax Identification Number. Applicant's federal tax identification number is 39-1885099.

14. 20:10:24:02(14) and 20:10:32:03(21). Slamming and Cramming Complaints. There are no complaints against Applicant in any jurisdiction regarding the unauthorized switching

of a customer's telecommunications provider or the act of charging customers for services that have not been ordered.

15. 20:10:24:02(15) and 20:10:32:03(22). Written Request For Waiver. @link requests a waiver of the local exchange map requirement. @link seeks authority to provide service statewide, and its local calling areas will mirror those of the incumbent carriers.

16. 20:10:32:03(10). Customer Access to 911, Operator Service, Interexchange Services Directory Assistance and Telecommunications Relay Service. During such time that @link provides data service only, these voice services are not applicable to @link's service offering. At such time that @link initiates voice services, it will comply with all applicable laws and regulations relevant to the provision of these services.

17. 20:10:32:03(12). Interconnection. @link has not yet begun interconnection negotiations for South Dakota. @link intends to begin negotiations with US West shortly.

18. 20:10:32:03(16). Rural Carrier Interconnection. @link does not currently seek to offer service in the area of a rural telephone company.

19. 20:10:32:03(19). Policies Regarding Customer Billing and Collection. @link's customers will be billed directly by @link. @link's customer service number, (888) 375-9750, will be provided on each customer's monthly bill.

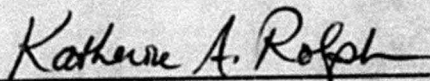
20. 20:10:24:02(16) and 20:10:32:03(24). Other information. The entry of @link into the telecommunications business in South Dakota will serve the public interest by creating greater competition in the interexchange and local exchange marketplaces and permitting customers to achieve increased efficiencies and cost savings. @link's proposed intrastate services will enhance the services available to consumers and increase consumer choice



through innovative, diversified, and reliable service offerings. Consumers will benefit both directly as a result of the competitively priced service options available from @link and also indirectly as @link's presence increases the incentives for other telecommunications providers to operate more efficiently, reduce prices, and offer more innovative services. Approval of this Application, therefore, will serve the public interest.

WHEREFORE, @link Networks, Inc. requests that the South Dakota Public Utilities Commission grant the requested Application authorizing it to provide facilities-based and resold intrastate local exchange and interexchange telecommunications services in the State of South Dakota.

Respectfully submitted,



Dana Frix, Esq.

Katherine A. Rolph, Esq.

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K St., N.W., Suite 300

Washington, D.C. 20007-5116

Telephone: (202) 424-7500

Facsimile: (202) 424-7645

Counsel for @link Networks, Inc.

Dated: August 26, 1999



## **LIST OF EXHIBITS**

**EXHIBIT 1            Management Qualifications**

**EXHIBIT 2            Articles of Incorporation and  
Certificate of Authority to Transact Business As a Foreign Corporation**

**EXHIBIT 3            Financial Statements**

**EXHIBIT 4            Proposed Tariff**

**VERIFICATION**

**EXHIBIT 1**

**Management Qualifications**



## **MANAGEMENT BIOGRAPHIES**

@link Networks, Inc. ("@link") has assembled an outstanding and experienced team of industry professionals to achieve its mission of market leadership. @link's executive team have developed substantial expertise in the telecommunications and data service ("DSL") industry, and have held key technical, marketing and financial positions at leading DSL equipment and CLEC services companies. The following summaries highlight management's extensive background:

### **Theodore Lasser – President / Founder**

Ted Lasser has over 25 years experience in the telecommunications business. In addition to management assignments with Ameritech – Wisconsin Bell, Ted was Executive Manager and one of the early founders of Schneider Communications (now Frontier Communications) - an IXC operating throughout the Midwest. His collective responsibilities included business development, marketing, and executing product and service strategies for end-users. In 1990 Ted founded Telcore Holdings, a business specializing in network and Wide Area Network design services. In 1997 Mr. Lasser spun off the assets of that company to become one of the founding members and early investors of Dakota Services which today has become @link Networks, Inc. Ted has held various executive positions such as Vice President Network Services, Chief Operating Officer and CEO/President prior to his current position as President of @link Networks, Inc. He is a recognized expert in the DSL industry and has been asked to comment on the technology before congressional committees. He holds dual degrees in Business Management and Marketing from Cardinal Stritch University and is a decorated Vietnam veteran.

### **Douglas Zolnick – Chief Technology Officer**

Doug Zolnick has over 13 years of experience in the telecommunications industry. His background and expertise are in the areas of multi-service access, transmission, core switching, transparent LAN service, Frame Relay, ISDN, BISDN, SONET, SDH, cell relay, circuit emulation, Internet access and distribution. Doug has worked with EDS\*LINK, EDS video conferencing and GM Infranet IP. He is experienced with ATM, LAN/V LAN switching/ routing technologies. Doug has held assignments across the industry with companies like EDS, Xylan, DSC, and NTIA Institute of Telecommunications Sciences and BDM Corporation. He holds a Bachelors Degree in Business with a minor in Electrical Engineering from the University of Colorado and has his EIT certification.

### **William L. Edwards – Chief Scientist**

Bill Edwards has 18 years of experience in applied research, network architectures, protocols and broadband access. He has worked for Sprint, Bell Labs, Pac Bell and the Independent Telecommunications Network. He has served as a consultant to the State of Arizona, BDM Corporation, First Pacific Networks and others. Bill's work over the last 8 years has focused on strategic technology in applied research of high-speed computer and lightwave networks. He is an ION patent holder, founding member of the ATM forum and referees/edits technical papers for IEEE. Bill has held positions as McKay visiting professor and adjunct professor in Mathematics, Photonic and Lightwave research and high speed data networks at Texas A&M, the University of Texas, Cal-Berkley, and the University of Kansas. He has a BS in mathematics from Brigham Young University, a MS and a MBA from National University, and a Ph.D. in Mathematical Physics from U.S. International University.

### **Thomas M. Jannsen, CPA – VP of Finance**

Tom Jannsen has 22 years of experience in Public Accounting. He was a shareholder and partner in the firm of Jannsen and Co., S.C. Tom provided CPA/consulting services to @link prior to accepting the position of Vice President of Finance. He has provided strategic direction to @link in areas of capital formation, operations, finance, leasing, and vendor contracts. His public accounting experience has given him cross industry background in telecommunications, real estate and real estate development, advertising, printing, wholesale distribution and manufacturing. Tom has served as chair of the management consulting services committee of CPA America, Inc. Tom is also a member of AICPA and the WICPA, where he serves on the public policy committee. He is involved in ScoutNet 2000 for the local Boy Scouts of America council. Tom has a BBA in accounting from the University of Wisconsin – Milwaukee.

### **Dan Garvey – VP National Wholesale Services**

Dan Garvey brings over 12 years of sales and marketing experience to @link. Most recently, he was Sales Manager for McLeodUSA. Dan was responsible for all aspects of recruiting, hiring, training, coaching, and managing a regional sales and support staff. Prior to working at McLeodUSA Dan developed and maintained a sales and marketing strategy for the regional interconnect Allcom, and marketed telecommunications and data products to enterprise customers for them. Dan joined @link as Regional Sales Manager where he structured the current sales staff compensation strategies and many of the early marketing concepts. In his current role with @link, he is responsible for building and directing @link's National Wholesale Services organization. His organization develops long term strategic relationships with ISP's and data network providers that will sell @link services to their target markets.

### **Julie Ols – Director of Provisioning**

Julie Ols has 18 years experience in the telecommunications industry. She held a variety of management positions with Ameritech's Long Distance Information Services division. Julie worked with both consumer and business accounts while at Ameritech. She designed and delivered training for AIDIS service centers, managed service center operations, and was responsible for the transition and consolidation of 4 service centers in to one location. She has supervised a service order/billing inquiry unit of 32 people. Julie was rated the number one trainer in the Ameritech region and serve as a consultant to Ameritech on instructional materials for temporary employee staffing service centers. Julie is currently responsible for all provisioning activities, installation, and the Network Operations Center at @link. Julie was @link's primary contact with Ameritech for the deployment of @link's first 100 central office switches. Julie has a degree in Business Administration from Mount Mary College.



### **Chris Brown – Director of Network Operations**

Chris Brown brings a solid technical background to @link. He holds certifications for Xylan Omniswitch, Cisco router configuration (both basic and advanced), CascadeView, and Cascade Frame Relay configuration. He has worked with NT OC-48, NT DMS-250 switching, Alcatel 3139 and 21130 and is a certified Ciena WDM administrator. Chris served as an Operations Technician for LDDS Worldcom before moving to Brooks Fiber where he was involved in the design and implementation of an ATM network covering the state of Texas. He also was the System Administrator for the Operations Department that managed the network via UNIX based workstations. Currently Chris is responsible for the design, upgrade and operation of @link's current ATM backbone network. Chris has pursued technical course work at Tarrant County College in Fort Worth Texas.

### **Gregg Lewis – Controller**

Gregg Lewis has 19 years experience as a Controller. He came to @link from Waste Management of Wisconsin. Waste Management's Southeast Wisconsin division was its largest division with annual sales in excess of 55 million dollars and over 275 employees. Gregg performed all the duties associated with the position including General Ledger, monthly closing, financial statements, business reviews, projections, annual budgets, cash flow pro formas and capital expenditure analysis. In addition, Gregg served as team leader on the process improvement team, trained new controllers, and assisted in maintaining the best and highest customer and employee satisfaction indexes in the country. Gregg holds a BS degree in Business Administration from the University of Wisconsin – Stevens Point.

### **Jim Webb – VP and General Manager – Great Plains Region**

Jim Webb brings over 30 years of telecommunications background to @link Networks. Jim worked for Sprint, Ltd. in engineering and construction management. He also worked in Washington D.C. on regulatory issues facing the telecommunications industry. Jim came to @link as the Director of Network Operations before being promoted to Vice President. He has a bachelor's degree from Drake University and MBA degrees from Central Michigan and the University of St. Thomas.

### **Mark Wilton – VP and General Manager – South Region**

Mark Wilton has over 18 years of telecommunications experience. Mark has worked for IBM/ROLM and Centigram communications. As a Manager at IBM he was ranked in the top 5% worldwide in sales production. At Centigram he was responsible for sales to the Ameritech account. He was recognized for being most responsible for increasing sales of all products to Ameritech. Mark is active in the voice response and video conferencing industry and founded Voice Services, which now provides voice mail service to over 3,000 customers nationwide. Mark holds a Marketing degree from the University of Wisconsin La Crosse.

### **Randy Gascoigne – Human Resource Manager**

Randy Gascoigne has 26 years of experience in the telecommunications industry. Randy spent 25 years with AT&T/Wisconsin Bell/Ameritech. His primary duties were in the areas of sales, sales management and customer service. He has managed sales and customer service organizations serving the entire spectrum of business accounts from small businesses to fortune 1000 companies. Randy also has 4 years experience as a Management Recruiter for Ameritech and managed the Associate Employment office for its Wisconsin region. That office served 3,500 to 5,000 applicants annually. In that role he streamlined the hiring process, trained interviewers, and managed the Placement Bureau. Randy also has taught at the Milwaukee School of Engineering and the Milwaukee College of Business. He has done independent consulting in the area of sales skills and time and territory management for sales people. Randy has a BS degree from the University of Wisconsin – Whitewater.

### **Mike Manchester – Sales Manager Wisconsin**

Mike Manchester has over 9 years of sales experience in the technical sector. As a Senior Regional Sales Representative for Sentinel Computer Services he acquired and maintained accounts for IBM, Wang and DEC. He was a 100% club member for all eligible periods. Mike served as a Senior Account Manager for Imation Corporation, an Internet services group. While at Imation he called on core business units initiating, conceptualizing and developing Internet, Intranet and extranet solutions for the printing, medical imaging, and data storage industries. Just prior to coming to @link, Mike held the position of Corporate Account Manager responsible for increasing market share for Imation products in its fortune 1000 accounts. Mike has a BBA in Finance from the University of Wisconsin – Milwaukee.

### **Deborah Ambruso – North Central Wholesale Manager**

Debbie Ambruso has 9 years of experience in the telecommunications industry. As a Major Account Manager with MCI/Worldcom she was responsible for the design and implementation of voice, data, ATM and Frame Relay services to medium and large companies in Wisconsin. While an Account Manager, she was #1 in sales in Wisconsin and ranked 3<sup>rd</sup> overall in the Ameritech region. Debbie was a member of the Presidents Club Circle of Excellence as an Account Manager. Promoted to Sales Manager, her team increased sales by 103% and she assisted 75% of her sales team in meeting or exceeding quota. Prior to working at MCI Debbie worked for Mobilecomm Communications selling voicemail and paging products. Debbie has a Bachelors Degree from the University of Wisconsin.



**EXHIBIT 2**

**Articles of Incorporation and  
Certificate of Authority to Transact Business As a Foreign Corporation**

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS


99 JUL -7 PM 3:07

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the document on file in the Corporations unit of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof; and that I am the legal custodian of said document, and that this certification is in due form.

SECRETARY OF STATE  
STATE OF ARKANSAS

IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed  
the official seal of the Department.



  
Richard L. Dean, Secretary  
Department of Financial Institutions

DATE: JUN 24 1999

BY: 

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.



**ARTICLES OF MERGER**

**OF**

**@LINK MERGER SUB. INC.** CI L031876

**WITH AND INTO**

**DAKOTA SERVICES, LTD.** OI D026872

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153273 DCORP-MI

100.00

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153273 EXPED 25

25.00

The undersigned officer of Dakota Services, Ltd., a Wisconsin corporation ("Dakota"), pursuant to Section 180.1105 of the Wisconsin Statutes, hereby certifies as follows:

1. The Plan of Merger by and between @Link Merger Sub, Inc., a Wisconsin corporation ("@Link Merger Sub"), and Dakota (the "Plan of Merger") is attached hereto as Exhibit A and made a part hereof.

2. The Plan of Merger was adopted and approved by the Board of Directors of Dakota as of May 6, 1999 and was approved by the Shareholders of Dakota as of May 27, 1999 in accordance with Section 180.1103 of the Wisconsin Statutes.

3. The Plan of Merger was adopted and approved by the Board of Directors and was approved by the sole shareholder of @Link Merger Sub as of May 27, 1999 in accordance with Section 180.1103 of the Wisconsin Statutes.

4. The Plan of Merger was adopted and approved by the Board of Directors of @Link Holdings, Inc., a Delaware corporation that is the parent corporation of @Link Merger Sub.

5. The proposed merger has complied with all applicable provisions of the laws of the State of Wisconsin.

IN WITNESS WHEREOF, Dakota Services, Ltd. has caused these Articles of Merger to be executed as of May 27, 1999

**DAKOTA SERVICES, LTD.**

By: 

Theodore Lasser, President

This instrument was drafted by:

Peter J. Faust  
O'Neil, Cannon & Hollman, S.C.  
111 East Wisconsin Avenue, #1400  
Milwaukee, Wisconsin 53202

99 MAY 28 PM 12:13

RECEIVED  
SECRETARIES  
STATE OF WISCONSIN

**EXHIBIT A**  
**PLAN OF MERGER**

1. The names of the corporations proposing to merge are Dakota Services, Ltd., a Wisconsin corporation ("Dakota" or the "Surviving Corporation"), and @Link Merger Sub, Inc., a Wisconsin corporation ("@Link Merger Sub"). @Link Merger Sub is a wholly owned subsidiary of @Link Holdings, Inc., a Delaware corporation ("@Link Holdings, Inc.").

2. Subject to the terms and conditions of this Plan of Merger, as of the Effective Time (as defined below), @Link Merger Sub shall be merged with and into Dakota and the separate corporate existence of @Link Merger Sub shall cease (the "Merger"). Dakota shall be the Surviving Corporation and shall continue to be governed by the laws of the State of Wisconsin. The separate corporate existence of Dakota with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger. The Merger shall be effected in accordance with the applicable provisions of the Wisconsin Business Corporation Law and this Plan of Merger.

3. The Merger shall become effective as of 12:01 a.m. on June 1, 1999 (the "Effective Time").

4. The Articles of Incorporation of Dakota at the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation, except that Article 1 shall be amended in its entirety to read as follows:

**"The name of the corporation is @Link Networks, Inc."**

5. At the Effective Time, each issued and outstanding share of common stock of Dakota shall be extinguished in the Merger, and in consideration thereof, @Link Holdings, Inc. will issue to the shareholders of Dakota 1 share of its Class A Common Stock, par value of .001¢ per share, and 5/8 of one share of its Class B Common Stock, par value of .001¢ per share, for each share of common stock, no par value, of Dakota owned by the shareholders of Dakota (the "Dakota Stock"). The Dakota Stock constitutes all of the issued and outstanding shares of capital stock of Dakota. After these transactions @Link Networks, Inc. f/k/a Dakota will be a wholly-owned subsidiary of @Link Holdings, Inc.

6. Dakota, @Link Merger Sub and @Link Holdings, Inc. intend that the Merger shall constitute a tax-free reorganization within the meaning of Section 368(a)(1)(A) and Section 368(a)(2)(E) of the Internal Revenue Code of 1986, as amended.

7. This Plan of Merger may be terminated and the Merger may be abandoned at any time before the Effective Time by the Board of Directors of Dakota, @Link Merger Sub or @Link Holdings, Inc. if any such Board of Directors determines that the Merger is not in the best interests of its respective corporation.



2017-05-17 DATE: 12/11/49 X 107.00  
25.00  
125.00

ARTICLES OF MERGER - Ch. 180

@LINK MERGER SUB, INC.

01 L031896

into

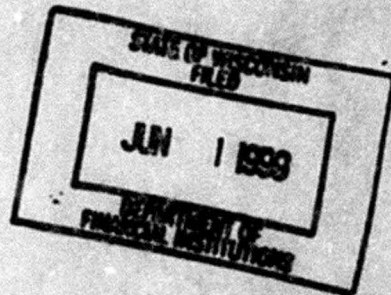
DAKOTA SERVICES, LTD.

01 D026872

- Survivor -

Amends articles of incorporation  
of survivor to

CHANGE CORP NAME



2017-05-17 DATE: 12/11/49 X 107.00  
25.00  
125.00

ARTICLES OF MERGER - Ch. 180

LINK MERGER SUB, INC.

01 L031896

into

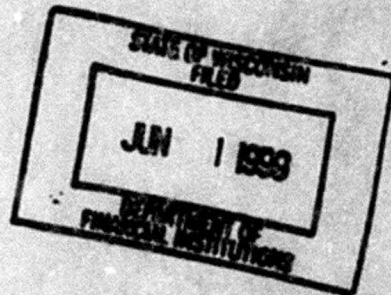
DAKOTA SERVICES, LTD.

01 D026872

- Survivor -

Amends articles of incorporation  
of survivor to

CHANGE CORP NAME





2017-05-17 DATE: 12/11/49 X 107.00  
25.00  
125.00

ARTICLES OF MERGER - Ch. 180

@LINK MERGER SUB, INC. 01 L031896

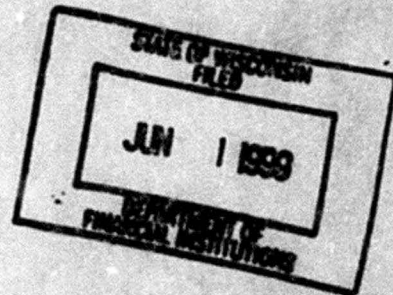
into

DAKOTA SERVICES, LTD. 01 D026872

- Survivor -

Amends articles of incorporation  
of survivor to

CHANGE CORP NAME





DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that

DAKOTA SERVICES, LTD.

is a domestic corporation organized under the laws of this state and that its date of incorporation is March 6, 1997.

I further certify that corporation has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921 or 181.1622, Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed the official seal  
of the Department on May 7, 1999

A handwritten signature in dark ink, appearing to read "Richard L. Dean".

RICHARD L. DEAN, Secretary  
Department of Financial Institutions

BY: *Robert Kaus*

---

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.



RECEIVED - DEPT OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN

Ok dm

97 MAR 6 4:00

ARTICLES OF INCORPORATION  
OF  
DAKOTA SERVICES, LTD.

The undersigned incorporator hereby adopts the following articles of incorporation for the purpose of forming a corporation (the "corporation") under the Wisconsin Business Corporation Law, ch. 180, Stats.

MAR 06 12:00PM

S. S.

178325 DCOFF-WI

100.00

ARTICLE 1  
Name

The name of the corporation is Dakota Services, Ltd.

ARTICLE 2  
Authorized Shares

The aggregate number of shares that the corporation shall have authority to issue is 10,000. The corporation's authorized shares shall consist of one class only and shall be designated as common stock ("common stock"), without par value.

ARTICLE 3  
Registered Office and Registered Agent

The street address of the corporation's initial registered office is 212 W. Wisconsin Ave. #700, Milwaukee, WI 53203. The name of the corporation's initial registered agent at this address is Glenn A. Hall.

ARTICLE 4  
Incorporator

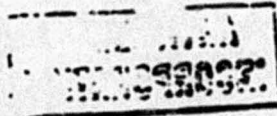
The name and address of the incorporator of the corporation is Glenn A. Hall, 212 W. Wisconsin Ave. #700, Milwaukee, WI 53203.

ARTICLE 5  
Preemptive Rights

The corporation elects to have preemptive rights.

ARTICLE 6  
Restrictions on Transfer

If the corporation's shareholders enter into one or more unanimous written agreements with the corporation that impose limitations on the transfer of shares of the corporation's stock or that otherwise provide for the purchase and sale of outstanding



shares upon the happening of certain events and contingencies, each such agreement shall be binding on the parties to the agreement in all respects, and any attempted transfer of shares in violation of the agreement's terms and provisions shall be void and ineffective in all respects. If any such agreement so provides, all persons who subsequently acquire shares shall be bound by the agreement's terms and provisions as if they were signatories to the agreement.

Dated: March 4, 1997.

Glenn A. Hall  
Glenn A. Hall  
Incorporator

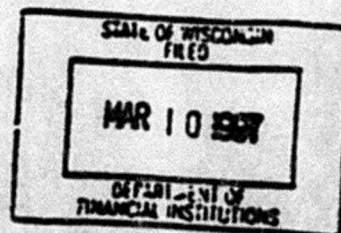
This document was drafted by  
Attorney John A. Sedrow  
Joan Miller Carroll, S.C.  
212 W. Wisconsin Ave. #212  
Milwaukee, WI 53203



**ARTICLES OF  
INCORPORATION**

Chap. 180

\$100.00  
Kc



Return acknowledgment copy to:

**JOHN MILLER CARROLL  
LAW OFFICES  
212 W. Wisconsin Ave., Ste. 1000  
Milwaukee, WI 53208  
(414) 291-8404**

# State of South Dakota

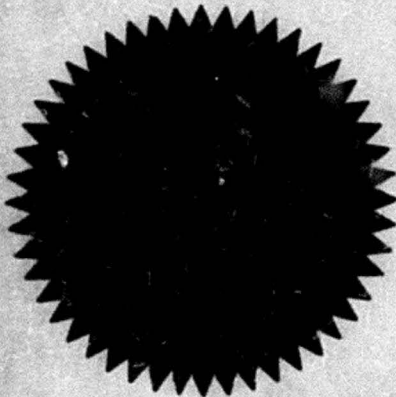


## OFFICE OF THE SECRETARY OF STATE

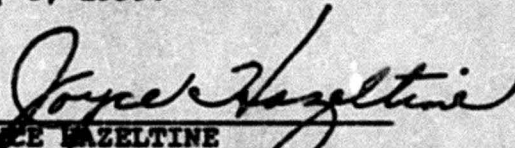
### CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of @LINK NETWORKS, INC. (WI) 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 July 8, 1999.

  
JOYCE HAZELTINE  
Secretary of State



SECRETARY OF STATE  
STATE CAPITOL  
500 E. CAPITOL  
PIERRE, S.D. 57501-5077  
605-773-4845  
FAX (605) 773-4550

FILE NO. \_\_\_\_\_  
RECEIPT NO. **RECEIVED**

**JUL 06 1999**

**APPLICATION FOR CERTIFICATE OF AUTHORITY**

**S.D. SEC. OF STATE**

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to conduct business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is Link Networks, Inc.  
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is \_\_\_\_\_

(3) State where incorporated Wisconsin Federal Taxpayer ID# 391885099

(4) The date of its incorporation is March, 6, 1997 and the period of its duration, which may be perpetual, is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 20825 Swenson Drive, Suite 150, Waukesha, WI Zip Code 53186  
mailing address if different from above is: \_\_\_\_\_ Zip Code \_\_\_\_\_

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is c/o C T Corporation System, 319 S. Coteau Street, Pierre, S.D. Zip 57501  
and the name of its proposed registered agent in the State of South Dakota at that address is C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) To provide high-speed data services

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
(See Attached)					

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
25,000,000			None

(10) The aggregate number of it issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
12,145,142			No par value

(11) The amount of its stated capital, is \$ 1,700,000.00  
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the secretary of state or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated June 4th 1999

Ted Lasser  
(Signature) Ted Lasser

President & CEO

(Title)

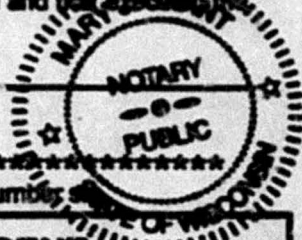
State of Wisconsin  
County of Waukesha

On this 4th day of June, 1999, before me Mary J. Grant  
personally appeared Ted Lasser, known to me, or proved to me, to be  
the President & CEO of the corporation that is described in and that executed the  
within instrument and acknowledged to me that such corporation executed same.

My Commission Expires: Feb. 16, 2003

Mary J. Grant  
(Notary Public)

Notarial Seal



The Consent of Appointment below must be signed by the registered agent listed in number 1

### CONSENT OF APPOINTMENT BY THE REGISTERED AGENT

I, CT Corporation System, hereby give my consent to serve as the  
(name of registered agent)

registered agent for @LINK NETWORKS INC.  
(corporate name)

Dated 6-28 1999

CT Corporation System

Francis P. Regan  
(signature of registered agent)

Francis P. Regan  
Assistant Secretary



Application for Certificate of Authority

**Officers of  
@link Networks, Inc.**

---

1. Theodore Lasser, President & Chief Executive Officer  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186
2. Doug Zolnick, Chief Technology Officer  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186
3. Tom Jannsen, Acting Chief Financial Officer  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186

Application for Certificate of Authority

**Directors of  
@link Networks, Inc.**

---

1. **Theodore Lasser, President**  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186
2. **Mike Krzus, Member**  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186



DOM  
180 181 185

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, RICHARD L. DEAN, Secretary, Department of Financial Institutions, do hereby certify that

**GLINK NETWORKS, INC.**

is a domestic corporation organized under the laws of this state and that its date of incorporation is March 6, 1997.

I further certify that corporation has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921 or 181.1622, Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have  
hereunto set my hand and affixed the official seal  
of the Department on June 24, 1999

A handwritten signature in dark ink, appearing to read "Richard L. Dean".

RICHARD L. DEAN, Secretary  
Department of Financial Institutions

BY: A handwritten signature in dark ink, appearing to read "Robert K. Kain".

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

**EXHIBIT 3**

**Financial Qualifications**



**@ LINK NETWORKS, INC. f/k/a DAKOTA SERVICES, LTD.**  
**PROFORMA CONDENSED BALANCE SHEET - (Amounts in 000's)**  
**May 31, 1999**

	ASSETS	ACTUAL	PRO FORMA
<b>CURRENT ASSETS:</b>			
Cash		\$ 2,152.7	\$ 47,152.7
Accounts Receivable, less allowance for doubtful accounts		285.9	285.9
Other Current Assets		306.2	306.2
		<u>2,744.8</u>	<u>47,744.8</u>
<b>PROPERTY AND EQUIPMENT:</b>			
Networks and Communications Equipment		12,095.3	12,095.3
Furniture and Fixtures		1,011.0	1,011.0
Leasehold Improvements		54.8	54.8
Vehicles		64.8	64.8
		<u>13,225.9</u>	<u>13,225.9</u>
Less Accumulated Depreciation and Amortization		<u>2,611.3</u>	<u>2,611.3</u>
		<u>10,614.6</u>	<u>10,614.6</u>
<b>OTHER ASSETS:</b>			
Deposits		41.5	41.5
Deferred Debt Issuance Costs (Net)		15.0	15.0
Intangible Assets (Net)		594.8	594.8
		<u>651.3</u>	<u>651.3</u>
		<u>\$ 14,010.7</u>	<u>\$ 59,010.7</u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY</b>			
<b>CURRENT LIABILITIES:</b>			
Accounts Payable		\$ 6,146.8	\$ 6,146.8
Notes Payable		5,000.0	5,000.0
Other Current Liabilities		867.8	867.8
Current Maturities of Capital Lease Obligations		115.0	115.0
Current Maturities of Long Term Debt		3,486.7	3,486.7
		<u>15,616.3</u>	<u>15,616.3</u>
<b>LONG TERM LIABILITIES:</b>			
Capital Lease Obligations, less current portion		400.3	400.3
Long Term Equipment Debt, less current portion		4,863.0	4,863.0
		<u>5,263.3</u>	<u>5,263.3</u>
<b>STOCKHOLDERS' EQUITY:</b>			
Common Stock		1,293.0	1,293.0
Preferred Stock		45,000.0	45,000.0
Additional Paid in Capital		209.0	209.0
Treasury Stock (at cost)		(45.0)	(45.0)
Equity Issuance Costs		(545.0)	(545.0)
Preferred Stock Subscription Receivable		(45,000.0)	-
Accumulated Deficit		<u>(7,780.9)</u>	<u>(7,780.9)</u>
		<u>(6,068.9)</u>	<u>38,131.1</u>
		<u>\$ 14,010.7</u>	<u>\$ 59,010.7</u>

Note - Proforma information shows receipt of Preferred Stock Subscription Receivable from our capital investor group.

**EXHIBIT 4**

**Proposed Tariff**



TARIFF SCHEDULE APPLICABLE TO  
INTRASTATE TELECOMMUNICATIONS SERVICES  
PROVIDED WITHIN THE STATE OF SOUTH DAKOTA  
BY @LINK NETWORKS, INC.



*Networks Bridging The Last Mile*

---

Issued:

Effective:

Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

# CHECK SHEET

The Title Sheet and Sheets 1 through 21, inclusive, of this tariff are effective as of the date shown.\* The revised sheets listed below contain all changes from the original tariff that are in effect on the date shown.

<u>Sheets</u>	<u>Number of Revision</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

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Issued:

Effective:

Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



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Waukesha, WI 53186

PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

R - to signify a rate reduction  
I - to signify a rate increase  
C - to signify a changed regulation  
T - to signify a change in text but no change in a rate  
or regulation  
S - to signify a reissued matter  
M - to signify a matter relocated without change  
N - to signify a new rate or regulation  
D - to signify a discontinued rate or regulation  
Z - to signify a correction  
N/A - to signify a non-active service

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Issued:

Effective:

Issued By:

Link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



## 1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by @link Networks, Inc. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

**Advance Payment:** Part or all of payment required before start of Service.

**Application for Service/Service Application/Service Order:** Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

**Authorized User:** A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Business Applicant:** A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

**Business Customer:** A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

**Business Service:** A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

Issued:

Effective:

Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Commission: The South Dakota Public Utilities Commission

Communication Services: The Company's interstate private line interexchange Services.

Company: @link Networks, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group - - and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

Issued:

Effective:

Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



## 2. REGULATIONS (con't)

### 2.1 Definitions (con't)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by @link Networks, Inc. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

Issued:

Effective:

Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

2. REGULATIONS (con't)

2.1 Definitions (con't)

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

Issued:

Effective:

Issued By:

elink Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



## 2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

### 2.2.2 Availability of Service

(A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

(B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.

(C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

### 2.2.3 Liability of the Company

(A) Except as stated in this Section 2.2.3, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff.

(B) The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of

Issued:

Effective:

Issued By:

©link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

the Customer, shall in no event exceed either (i) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (ii) the monthly fee relating to the Service, whichever is less. No other liability in any event shall attach to the Company.

(C) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.

(D) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.

(E) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant

Issued:

Effective:

Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



---

2.2 Undertaking of the Company (con't)

2.2.3 Liability of the Company (con't)

or guarantee that it can prevent unauthorized use or misuse.

- (F) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.

- (B) Claims, actions or proceedings involving Virginia subscribers who appeal to the South Dakota Public Utilities Commission will be governed by the laws of the State of South Dakota and venue for such claims will be in the State of South Dakota.

2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

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Waukesha, WI 53186

2.2 Undertaking of the Company (con't)

2.2.5 Provision of Equipment and Facilities (con't)

- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.3 Obligations of the Customer

2.3.1 Service Activation/Deactivation

- (A) To activate or change Service, the Company may require the Customer to execute a Service Agreement containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.
- (B) The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment. Cancellation notice and termination liabilities of the customer are as described in the customer contract.

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## 2.3 Obligations of the Customer

### 2.3.2 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public.

Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.

- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

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Waukesha, WI 53186

## 2.3 Obligations of the Customer (con't)

### 2.3.2 Payment Arrangements (con't)

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

(E) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within thirty (30) days after the date of the invoice.

(F) A fee of \$20.00 will be charged for all returned checks.

### 2.3.2 Service Deposits

(A) The Customer may be required to make a Service deposit if the Customer has not established its creditworthiness to the satisfaction of the Company.

(B) Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit. The interest shall be paid by the Company at the rate of seven (7) percent on deposits.

### 2.3.3 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

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Waukesha, WI 53186



## 2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information.

The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

## 2.5 Use of Service

- (A) The Service shall not be used for any unlawful purpose.
- (B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- (C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

## 2.6 Termination of Service for Cause

- (A) Upon non-payment of any regulated sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may upon five (5) days prior written notice, terminate the furnishing of Service to the Customer under this tariff.
- (B) The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to protect its personnel, agents, equipment, facilities or Service.

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Waukesha, WI 53186

- (C) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

**2.7 Interruptions**

Company keeps record of all service interruptions in its database log for retrieving customer information specific to service interruptions and its affected areas. Maintenance for service interruptions will be done at a time which causes minimal inconvenience to Customers. To the extent possible, Customers will be notified in advance of such extended maintenance requirements.

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**Effective:**

**Issued By:**

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**20825 Swenson Drive, Suite 150**  
**Naukeshia, WI 53186**



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3. SERVICE OFFERINGS AND RATES

3.1 General

- (A) Service Charges are in addition to all other rates and charges that may be applicable for Service and equipment provided by the Company.
- (B) Service Charges:
  - (1) Miscellaneous - one charge covers all miscellaneous Services performed at the same time for each Service for which a separate monthly bill is rendered.
  - (2) Line Connection Charge - the charge for performing all or part of the operations associated with the connection of a Central Office line or provision of network access.
  - (3) Station Handling Charge - the charge applicable for connection, moving or changing a keyless set.
  - (4) Restoration of Service Charge:
    - (a) Restoration of Service will be subject to a Service Charge if Company suspends service due to nonpayment and the Service has been disconnected.

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20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

## 3. SERVICE OFFERINGS AND RATES (con't)

3.1 General (con't)

## B. Service Charges: (con't)

## (4) Restoration of Service Charge: (con't)

(b) When Service is rendered inoperative by causes beyond the control of the Customer, excluding theft, the Company will reestablish Service at the same or different location, at the option of the Customer, without Service or Installation Charges.

3.2 xDSL Connection Charge

## (A) Per Access line or Data Connection - Residence

	<u>Minimum</u>	<u>Maximum</u>
(1) Central Office Work Charge	\$350.00	\$ 450.00
(2) New Line Connection Charge	\$350.00	\$1,500.00

## (B) Per Access Line or Trunk - Business

	<u>Minimum</u>	<u>Maximum</u>
(1) Central Office Work	\$ 0.00	\$450.00
(2) New Line Connection Charge	\$ 0.00	\$1,500.00

3.3 Restoration Charge

## (A) Temporary Suspension at Customer's Request

(1) Nonrecurring Charge Per xDSL Line Restored	<u>Minimum</u>	<u>Maximum</u>
	\$350.00	\$950.00

## (2) Nonpayment

In the event Service is temporarily interrupted for nonpayment, such Service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in

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20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



### 3.3 Restoration Charge (con't)

(A) Temporary Suspension at Customer's Request (con't)

(2) Nonpayment (con't)

addition, charges as specified following will be applicable to restore such Services.

Charge per xDSL Line		
Restored	<u>Minimum</u>	<u>Maximum</u>
	\$950.00	

### 3.4 xDSL Trunk Service

xDSL Trunk Service provides a Customer with a digital connection operating at varying data rates and effective distance. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet. High Data Rate Digital Subscriber Line (HDSL) uses two (2) pair lines and achieves rates of 1.544 Mbps, equivalent to a T-1 Trunk. Single Line DSL (SDSL) is similar to HDSL, but uses only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances - 10,000 feet compared to 12,000 feet for HDSL. Very High Data Rate Digital Subscriber Line (VDSL) is used for the very shortest distances and can achieve speeds of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to wide area network or Internet connection over a high speed unbundled pair of copper lines.

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Waukegan, WI 53186

3.4 xDSL Trunk Service (con't)

Non-Recurring and Monthly Recurring Rates per xDSL Trunk per Point. Apply as follows:

<u>Per Trunk</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
SDSL - 384 kbps	<u>\$500 - \$1,850</u>	<u>\$ 89 - \$299</u>
SDSL - 768 kbps	<u>\$500 - \$1,850</u>	<u>\$ 109 - \$450</u>
ADSL - 1.6 mbps	<u>\$500 - \$2,850</u>	<u>\$ 109 - \$589</u>
DSL - 2.5 mbps	<u>\$500 - \$2,850</u>	<u>\$109 - \$1,350</u>
ADSL - 4 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,600</u>
ADSL - 5 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,800</u>
ADSL - 7 mbps	<u>\$500 - \$2,850</u>	<u>\$450 - \$2,300</u>
HDSL - 1.5 mbps	<u>          \$2,450</u>	<u>\$      549.00</u>
VDSL - 10 mbps	<u>          \$4,000*</u>	<u>\$     2,000.00*</u>

\*VDSL is not available at this time. Pricing is estimated for future availability.

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Effective:

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@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



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#### 4. PROMOTIONAL OFFERINGS

The Company may offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include but are not limited to reduced monthly rates or charges, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges, or any combination thereof. The maximum length of a promotion will be ninety (90) days and may be extended at the Company's discretion. Promotional offerings are subject to filing and approval by the Commission and such filings of promotional offerings to the Commission is fifteen (15) days prior to effective date of promotions.

#### 5. SPECIAL CUSTOMER ARRANGEMENTS

5.1 Special Customer Arrangements may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

5.2 Each Specialized Customer Arrangement (SCA) is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer for whom the offering was designed. Each SCA contains a service, or combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for, each SCA is available to all similarly situated customers for a period of thirty (30) days following the date of issue of the tariff provision reflecting the SCA or the SCA contract date of the initial customer for whom the SCA was designed, whichever comes first, and the Customer must agree to service installation no later than thirty (30) days following enrollment in the SCA. When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the SCA will control.

5.3 Special conditions exist with Customers who use xDSL Service to access a wide area network application. Site specific pricing and interstate data link cost determined by mileage requirements are calculated to create a virtual private network pipeline connection.

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Issued By:

@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

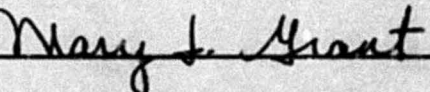
**VERIFICATION**

State of Wisconsin                    )  
  )  
County of Waukesha                    )       ss.

I, Ted Lasser, President of @link Networks, Inc.,  
being duly sworn, state that I am authorized to make this verification on behalf of @link  
Networks, Inc., the Applicant named in the foregoing instrument, that the facts and allegations  
therein contained are true except so far as they are therein stated to be on information, and that,  
so far as they are therein stated to be on information, Applicant believes them to be true.

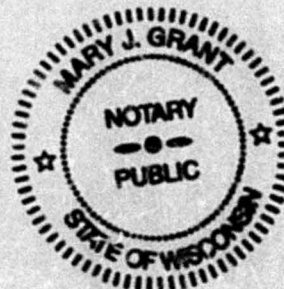
  
\_\_\_\_\_

Taken, sworn to and subscribed before me this 16th day of August 1999.

  
\_\_\_\_\_

Notary Public in and for said County

My Commission expires on the 16th day of February, 2003.





SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
WASHINGTON, DC 20007

0111208

111208

08/23/99

\$250.00


08/23/99 ST082399

PI

TC99-089

\$250.00

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP  
3000 K STREET, N.W., SUITE 300  
WASHINGTON, DC 20007

 FIRST UNION NATIONAL BANK

15-122/540

0111208

NO 111208

\*\*EXACTLY\*\*\*\*\*250\*DOLLARS AND\*00\*CENTS

DATE

AMOUNT

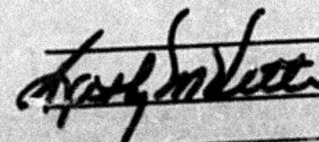
08/23/99

\$\$\$\$\$250.00

GENERAL ACCOUNT

TWO SIGNATURES REQUIRED ABOVE \$10,000

PAY South Dakota Public  
TO THE Utilities Commission  
ORDER  
OF



⑈ 111208 ⑈ ⑆05400⑆220⑆203000006⑆363⑈

**RECEIVED**

SEP 17 1999

**Richard D. Coit**  
*Executive Director*  
rcdcoit@sd.cybernet.net

**Mr. Bill Bullard, Executive Director**  
**South Dakota Public Utilities Commission**  
**State Capitol Building**  
**500 East Capitol Ave.**  
**Pierre, South Dakota 57501**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**RE: Docket TC99-089 (Application of @link Networks for a Certificate of Authority)**

**Dear Bill:**

SDITC does not at this time intend to intervene in the above Docket, but would offer this letter as brief comment for the Commission's consideration concerning the application that has been filed.

The application is inconsistent with respect to indicating the geographic area to be served. Paragraph 7 of the application includes language indicating that "@link" intends to provide service to subscribers from all points within the State of South Dakota and therefore seeks authorization to provide local exchange and interexchange services statewide. Paragraph 18 of the application, however, indicates something different. It states that "@link does not currently seek to offer service in the area of a rural telephone company."

If @link does not intend to provide service within any rural telephone company service area, it should not receive a statewide authorization to provide local exchange services. Before any certification is granted covering any rural telephone company service areas, rural safeguard issues would have to be addressed.

@link should clarify its intentions and we believe limit its request for certification to those areas where it actually intends to provide its competitive services.

Sincerely,



**Richard D. Coit**  
**Executive Director and General Counsel**

**cc: Dana Frix, Esq.**  
**Katherine A. Rolph, Esq.**  
**Jack Brown, President SDITC**





# SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE  
3000 K STREET, NW, SUITE 300  
WASHINGTON, DC 20007-5116  
TELEPHONE (202) 424-7500  
FACSIMILE (202) 424-7647

October 19, 1999

NEW YORK OFFICE  
919 THIRD AVENUE  
NEW YORK, NY 10022-9998  
TELEPHONE (212) 758-9500  
FACSIMILE (212) 758-9526

## **VIA OVERNIGHT DELIVERY**

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

**RECEIVED**  
OCT 20 1999  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: TC99-089 -- In the Matter of the Application of @link Networks, Inc. for a  
Certificate of Authority to Provide Telecommunications Services in South Dakota

Dear Mr. Bullard:

Enclosed for filing on behalf of @link Networks, Inc. ("@link") in the above-referenced docket are an original and ten (10) copies of @link's responses to the September 3, 1999 data requests of Heather K. Forney of Commission Staff.

1. Please provide the mailing address for @link Holdings, Inc. and Madison Dearborn Capital Partners, III LP as required under SDCL 20:10:24:02(3)(c) and 20:10:32:03(6).

**@link Holdings, Inc.**  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186

**Madison Dearborn Capital Partners, III LP**  
Three First National Plaza, Suite 3800  
Chicago, Illinois 60602

2. Financial qualifications.

Attached hereto under seal as Attachment 1 is a copy of @link's most recent audited financial statements (for the years ended May 31, 1998 and 1999.) Pursuant to the Administrative Rules of South Dakota §§ 20:10:01:41-42, attached hereto as Attachment 2 is a copy of @link's request for confidential treatment of Attachment 1.

Mr. William Bullard, Jr.  
October 19, 1999  
Page 2

3. An E-mail address for the applicant was not provided. Please do so in accordance with ARSD 20:10:32:03(1).

**The applicant has several E-mail addresses:**

**For questions regarding sales: sales-info@dslnet.com**

**For customer service questions: customer\_service@dslnet.com**

**For questions concerning the application: maryjo.grant@dslnet.com**

4. The applicant has listed Theodore Lasser as its President and Director and Tom Jannsen as its Acting Chief Financial Officer and Vice President of Finance. A listing of the "full name and business address of each corporate officer and director" is required to be submitted pursuant to ARSD 20:10:32:03(2). Is this a complete listing of the corporate directors? If not, please provide the necessary information.

**Alexander H. Good was recently appointed Chief Executive Officer. Therefore the complete list of officers and directors is as follows:**

**Officers**

**Alexander H. Good - Chief Executive Officer**

**Theodore Lasser - President**

**Tom Jannsen - Acting Chief Financial Officer and Vice President of Finance**

**Director**

**Theodore Lasser**

**The biography of Alexander H. Good is attached hereto as Attachment 3.**

**All officers and directors can be reached at:**

**20825 Swenson Drive, Suite 150**

**Waukesha, Wisconsin 53186**

**Telephone: (414) 717-2000**

**Facsimile: (414) 717-2010**

5. ARSD 20:10:32:03(5) requires that the "dates and nature of state and federal authorization to provide service" be included in the application. [Please provide this information.]

**Please see Attachment 4.**



Mr. William Bullard, Jr.  
October 19, 1999  
Page 3

6. Please provide further information on the time frame by which the applicant will provide service in accordance with ARSD 20:10:32:03(7).

**Applicant anticipates that it will commence providing service by September of the year 2000.**

7. Clarification regarding waiver of the local exchange map filing requirement.

**@link Networks, Inc. seeks initially to provide local exchange service in only those areas currently served by US West. Applicant wishes to clarify that it seeks a waiver of the local exchange map requirement because its service area will initially mirror the service area of US West. However, @link seeks authority to provide local exchange service throughout the state of South Dakota and understands that such authority would be subject to any applicable "rural safeguards" that have been established in the Federal Telecommunications Act.**

8. Please provide information regarding the applicant's ability to perform facility and equipment maintenance necessary to ensure compliance with any commission quality of service requirements. [ARSD 20:10:32:03(9)(b)]

**@link has service and maintenance teams on call 24 hours a day, seven days a week in order to ensure quality service to its customers.**

9. Please include information concerning the applicant's policies relating to solicitation of new customers and a description of the efforts the applicant shall use to prevent the unauthorized switching of local service customers by the applicant, its employees, or agents. [ARSD 20:10:32:03(20)]

**@link initially plans to offer only data services in South Dakota. To the extent that @link offers presubscription telecommunications services in the future, @link will establish internal sales and management procedures to verify that customers have affirmatively selected @link as their service provider. @link's internal policies regarding changes of local and long distance carriers will comply with any applicable South Dakota policies, rules and orders governing such carrier changes and will be consistent with any applicable Federal Communication Commission's telemarketing and carrier change rules.**

10. Section 2.3.2(E) of the tariff has been changed to allow customers 180 days to dispute charges on a bill. A copy of the amended tariff has been included as Attachment 5.

Mr. William Bullard, Jr.  
October 19, 1999  
Page 4

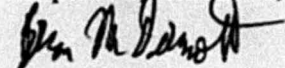
11. Pursuant to Staff's request, both the company's and the Commission's address and toll free numbers have been included in the tariff for customer reference in the event of inquiries or complaints. This information has been included in Section 2.8 of the amended tariff. Please see Attachment 5.
12. Pursuant to Staff's request, @link has removed original Sections 2.2.3(A) and 2.2.3 (B) from its tariff filing. The subsequent sections have been renumbered accordingly (2.2.3 (C) is now 2.2.3 (A), 2.2.3(D) is now 2.2.3 (B), etc.) Please see Attachment 5.
13. How will dialing parity be provided?

Initially, @link will not provide any originating services that require dialing to route a call. Pursuant to its tariff, @link initially will offer only high-speed, non-switched Internet and Intranet data connections. These services, which are mileage and usage insensitive, do not incur toll charges, so the concept of toll-dialing parity is inapposite. Furthermore, because none of @link's services require dialing, the FCC's dialing parity regulations are inapplicable.<sup>1</sup>

Prior to offering voice services, @link will implement a dialing parity plan for its voice customers and will file tariff revisions with the South Dakota Public Utilities Commission in conformance with all applicable laws and regulations.

Please date-stamp and return to the undersigned the extra copy of this filing in the prepared envelope provided herein. Should you have any questions, please do not hesitate to contact us.

Respectfully submitted,



Katherine A. Rolph  
Brian McDermott

Counsel for @link Networks, Inc.

cc: Heather K. Forney, Utility Analyst  
Karen Cremer, Commission Staff Attorney  
Mary Jo Grant

---

<sup>1</sup> See 47 C.F.R. § 51.205. "Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call."



## **ATTACHMENTS**

Attachment 1	@link's Audited Financial Statements
Attachment 2	Request for Confidentiality
Attachment 3	Biography of Alexander H. Good
Attachment 4	Certification Chart
Attachment 5	Amended Tariff

CONFIDENTIAL 1



**Attachment 2**

**Request for Confidentiality**

**Attachment 2**

**Request for Confidentiality**



**BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

<b>Application of</b>	)	
	)	
<b>@LINK NETWORKS, INC.</b>	)	<b>File No. TC99-089</b>
	)	
<b>for a Certificate of Authority to Provide</b>	)	
<b>Local Exchange and Interexchange</b>	)	
<b>Telecommunications Services in the</b>	)	
<b>State of South Dakota</b>	)	

**REQUEST FOR CONFIDENTIALITY**

@link Networks, Inc. ("@link"), by its counsel, hereby requests the South Dakota Public Utilities Commission (the "Commission"), pursuant to Admin. Rules of South Dakota §§ 20:10:01:41-42 to designate as confidential Attachment 1 of @link's responses to Staff's September 3, 1999 data requests in the above-captioned proceeding.

1. Attachment 1 is a copy of @link's most recent audited financial statements (for the years ended May 31, 1998 and 1999.) This information is critical, commercially sensitive and competitively significant data that is not available to the general public.

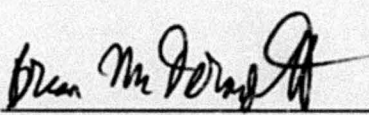
2. Because the telecommunications industry is highly competitive, @link believes that disclosure of this information would place it at a significant competitive disadvantage, impede full and fair competition, and undermine its business plans in South Dakota. Unrestricted availability of the details of this information would provide competitors with information regarding @link's financial strategies that would otherwise be unavailable. Such availability would disclose @link's future business plans to competitors and ultimately result in a competitive disadvantage to @link. In contrast, confidential treatment will not adversely affect any interested party. Confidential treatment of this data is therefore required to avoid

commercial and competitive injury. Therefore, @link respectfully requests the Commission to designate Attachment 1 as confidential pursuant to Admin. Rules of South Dakota § 20:10:01:39(6).

3. @link requests confidential treatment of Attachment 1 during the entire time period in which @link's Application is being reviewed by the Commission. Upon grant of the Application, @link requests that the Commission return the confidential information contained in Attachment 1 to the undersigned at the address listed below.

4. Any questions regarding this Request should be directed to the undersigned.

Respectfully submitted,

By:   
Katherine A. Rolph  
Brian McDermott  
SWIDLER BERLIN SHEREFF FRIEDMAN LLP  
3000 K Street, N.W., Suite 300  
Washington, D.C. 20007  
Telephone (202) 424-7500  
Facsimile (202) 424-7645

Counsel for @link Networks, Inc.

Dated: October 19, 1999



### Attachment 3

#### **Biography of Alexander H. Good**

##### **Alexander H. Good - Chief Financial Officer**

Mr. Good joins @link from Bell Atlantic, where he was most recently Executive Vice President of strategy, corporate development and performance assurance, and led the company's mergers with both NYNEX and GTE. Mr. Good was a member of Bell Atlantic's eight-person Executive Committee, and reported to the Chairman. While at Bell Atlantic, Mr. Good was directly responsible for the corporation's strategic initiatives, mergers and acquisitions, corporate development initiatives, and performance assurance for business units. Among his most recent accomplishments were overseeing and heading the integration teams for both the Bell Atlantic/NYNEX and Bell Atlantic/GTE mergers. Prior to the merger of Bell Atlantic and NYNEX, Mr. Good served as Corporate Senior Vice President and as President and Chief Executive Officer of Bell Atlantic International, Inc. Prior to joining Bell Atlantic, Mr. Good was Senior Vice President of Mobile Telecommunications Technologies Corporation (MTEL, currently SkyTel Communications) and President of its MTEL International unit.

Earlier in his professional career, Mr. Good was appointed by President Reagan to several key positions in the U.S. government, including Assistant Secretary of the Department of Commerce from 1985 to 1988. He also worked with the law firms of O'Melveny and Myers, and Jones, Day, Reavis and Pogue, where his practice included international telecommunications and cable television transactions. Mr. Good received an A.B. from the University of California, Berkeley and a J.D. from Loyola University School of Law in Los Angeles.

Attachment 4

**Certification Chart**



**@link Networks, Inc.**  
**Certification/Authorization in Other Jurisdictions**

<b>Jurisdiction</b>	<b>Service Type(s)</b>	<b>Evidence of Certification</b>	<b>Comments</b>
<b>FCC (Interstate)</b>	Interstate	Tariff effective 3/31/99	
<b>Alabama</b>	Facilities-Based Local Exchange and Interexchange	<i>Report and Order</i> , Dkt. 26782 (Mar. 3, 1999)	
<b>Arkansas</b>	Local and Intrastate Interexchange	<i>Order</i> , Order No. 3, Dkt. No. 98-221-U (July 14, 1999)	
<b>California</b>	Facilities-Based Local Exchange and Interexchange	<i>Opinion</i> , Decision. No. 98-12-083, Rulemaking 95-04-043, Investigation 95-04-044 (Dec. 17, 1998)	Assigned Utility No. U-6095-C
<b>Colorado</b>	Facilities-Based Local Exchange and Emerging Competitive Telecommunications Services	<i>Order Granting A Certificate to Provide Local Exchange Telecommunications Services, Certificate of Public Convenience and Necessity to Provide Local Exchange Telecommunications Services, and a Certificate of Public Convenience and Necessity to Provide Emerging Competitive (Part 3) Telecommunications Services</i> , Decision No. C98-894, Dkt. No. 98A-332T (Sept. 9, 1998)	
<b>Connecticut</b>	Facilities-Based Local Exchange (Data Services)	<i>Decision</i> , Dkt. No. 98-08-31 (July 7, 1999)	
<b>Illinois</b>	Facilities-Based Local Exchange (Data Transmission Services)	<i>Order</i> , Dkt. No. 97-0517 (Feb. 4, 1999)	
<b>Indiana</b>	Competitive Access Provider	Cause No. 41056 (Apr. 15, 1998)	May offer non-switched data transmission and other data telecommunications services
<b>Iowa</b>		<b>Data Service not regulated</b>	
<b>Kansas</b>	Switched Local Exchange and Exchange Access Services	<i>Order and Certificate</i> , Dkt. No. 99-DSLTL-050-COC (Jan. 7, 1999)	
	Resold Interexchange	<i>Order and Certificate</i> , Dkt. No. 99-DSLTL-051-COC (Jan. 7, 1999)	
<b>Kentucky</b>	Local Exchange	Tariff effective Dec. 5, 1998	
<b>Massachusetts</b>	Local Exchange and Interexchange	Tariffs accepted for filing July 30, 1998	

**@link Networks, Inc.**  
**Certification/Authorization in Other Jurisdictions**

<b>Jurisdiction</b>	<b>Service Type(s)</b>	<b>Evidence of Certification</b>	<b>Comments</b>
Michigan	Basic Local Exchange Service	<i>Order Approving Application</i> , Case No. U-11758 (Nov. 5, 1998)	
Minnesota	Local Facilities-Based and Interexchange Services	Dkt. No. P-5669/NA-98-1065 (Aug. 24, 1999)	
Missouri	Intrastate Interexchange and Local Exchange Telecommunications Services	<i>Order Approving Interexchange and Non-Switched Local Exchange Certificates of Authority and Order Approving Tariff</i> , Case No. TA99-150 (Dec. 30, 1998)	Local Exchange Authority limited to dedicated, non-switched local exchange private line services
Montana	Local Exchange, Interexchange and "Other Services" - Data	Registered October 4, 1999	
Nebraska	Interexchange and Local Exchange Telecommunications Services	Application No. C-1840 (June 22, 1999)	
New Hampshire	Switched and Non-Switched Intrastate Local Exchange Telecommunications Services	<i>Order Nisi Granting Authorization</i> , Order No. 23,161, DE 98-144 (Mar. 9, 1999)	
New Jersey	Facilities-Based Local Exchange and Interexchange Service	<i>Order of Approval</i> , Dkt. No. TE98080544 (Dec. 9, 1998)	
New York	Facilities-Based Common Carrier and Reseller of Telephone Services	Case No. 98-C-1047 (Sept. 28, 1998)	Does not allow provision of local exchange services (local dial-tone) and emergency operator services.
Ohio	Local Exchange Data Telecommunications Services	<i>Finding and Order</i> , Case No. 97-1476-TP-ACE (Nov. 5, 1998)	
Oklahoma	High-Speed Data Transmission Local Exchange Telecommunication Services	<i>Interim Order Granting Certificate of Convenience and Necessity</i> , Order No. 434582, Cause No. PUD 980000415 (Aug. 20, 1999)	



**@link Networks, Inc.**  
**Certification/Authorization in Other Jurisdictions**

<b>Jurisdiction</b>	<b>Service Type(s)</b>	<b>Evidence of Certification</b>	<b>Comments</b>
<b>Pennsylvania</b>	Facilities-Based Competitive Access Provider	<i>Opinion and Order</i> , Dkt. No. A-310760 (June 24, 1999)	Allows for facilities-based intraexchange and interexchange high-speed digital data communications services.
<b>Rhode Island</b>	Facilities-Based Competitive Local Exchange Carrier	<i>Order</i> , Dkt. No. 2870 (Feb. 2, 1999)	
<b>South Carolina</b>	Local Facilities-Based Digital Communications Services and Intrastate intraLATA Service	<i>Order Approving Certificate</i> , Order No. 1999-141, Dkt. No. 98-565-C (Feb. 22, 1999)	
<b>Texas</b>	Facilities-Based Data Services	<i>Order</i> , Dkt. No. 19621 (Jan. 12, 1999); SPCOA No. 60224	
<b>Vermont</b>	Intrastate Telecommunications Services	Dkt. No. 6161 (May 18, 1999)	
<b>Wisconsin</b>	Local Exchange Service and Certain Intrastate Telecommunications Services	<i>Findings of Fact, Conclusions of Law, Interim Order and Certificate</i> , Dkt. 1517-NC-100 (Apr. 9, 1997)	Includes intraLATA and interLATA toll telecommunications, facilities-based local exchange services, switched access services to interexchange carriers, and resold services.
<b>Wyoming</b>	Data Services	Data Services not regulated	
	Interexchange Reseller Registration	74417-TX-99-1, Record No. 4999 (June 28, 1999)	

Attachment 5

**Amended Tariff**



TARIFF SCHEDULE APPLICABLE TO  
INTRASTATE TELECOMMUNICATIONS SERVICES  
PROVIDED WITHIN THE STATE OF SOUTH DAKOTA  
BY @LINK NETWORKS, INC.



*Networks Bridging The Last Mile*

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CHECK SHEET

The Title Sheet and Sheets 1 through 21, inclusive, of this tariff are effective as of the date shown.\* The revised sheets listed below contain all changes from the original tariff that are in effect on the date shown.

<u>Sheets</u>	<u>Number of Revision</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

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PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

R - to signify a rate reduction  
I - to signify a rate increase  
C - to signify a changed regulation  
T - to signify a change in text but no change in a rate  
or regulation  
S - to signify a reissued matter  
M - to signify a matter relocated without change  
N - to signify a new rate or regulation  
D - to signify a discontinued rate or regulation  
Z - to signify a correction  
N/A - to signify a non-active service

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PROMOTIONAL OFFERINGS .....	21
SPECIAL CUSTOMER ARRANGEMENTS .....	21

PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

R - to signify a rate reduction  
I - to signify a rate increase  
C - to signify a changed regulation  
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## 1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by @link Networks, Inc. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Commission: The South Dakota Public Utilities Commission

Communication Services: The Company's interstate private line interexchange Services.

Company: @link Networks, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group - - and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by @link Networks, Inc. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

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## 2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

### 2.2.2 Availability of Service

(A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

(B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.

(C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

### 2.2.3 Liability of the Company

(A) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.

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2.2 Undertaking of the Company

2.2.3 Liability of the Company (con't)

- (B) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.
- (C) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.
- (D) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

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2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.
- (B) Claims, actions or proceedings involving Virginia subscribers who appeal to the South Dakota Public Utilities Commission will be governed by the laws of the State of South Dakota and venue for such claims will be in the State of South Dakota.

2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

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## 2.2 Undertaking of the Company (con't)

### 2.2.5 Provision of Equipment and Facilities (con't)

- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

## 2.3 Obligations of the Customer

### 2.3.1 Service Activation/Deactivation

- (A) To activate or change Service, the Company may require the Customer to execute a Service Agreement containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.
- (B) The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment. Cancellation notice and termination liabilities of the customer are as described in the customer contract.

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## 2.3 Obligations of the Customer

### 2.3.2 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public.

Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.

- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.

- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

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## 2.3 Obligations of the Customer (con't)

### 2.3.2 Payment Arrangements (con't)

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

(E) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within one hundred eighty (180) days after the date of the invoice.

(F) A fee of \$20.00 will be charged for all returned checks.

### 2.3.2 Service Deposits

(A) The Customer may be required to make a Service deposit if the Customer has not established its creditworthiness to the satisfaction of the Company.

(B) Upon deactivation of Service or after a one-year period of non-delinquency in the payment for Service, the Customer may withdraw this deposit. The interest shall be paid by the Company at the rate of seven (7) percent on deposits.

### 2.3.3 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

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#### 2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information.

The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

#### 2.5 Use of Service

- (A) The Service shall not be used for any unlawful purpose.
- (B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- (C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

#### 2.6 Termination of Service for Cause

- (A) Upon non-payment of any regulated sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may upon five (5) days prior written notice, terminate the furnishing of Service to the Customer under this tariff.
- (B) The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to

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protect its personnel, agents, equipment, facilities or Service.

- (C) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

## 2.7 Interruptions

Company keeps record of all service interruptions in its database log for retrieving customer information specific to service interruptions and its affected areas. Maintenance for service interruptions will be done at a time which causes minimal inconvenience to Customers. To the extent possible, Customers will be notified in advance of such extended maintenance requirements.

## 2.8 Customer Contacts

Customer complaints and inquiry can be directed to:  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
(888) 375-9750

Customers may also contact:  
South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre SD 57501-5070  
(800) 332-1782  
TTY (800) 877-1113

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3. SERVICE OFFERINGS AND RATES

3.1 General

(A) Service Charges are in addition to all other rates and charges that may be applicable for Service and equipment provided by the Company.

(B) Service Charges:

(1) Miscellaneous - one charge covers all miscellaneous Services performed at the same time for each Service for which a separate monthly bill is rendered.

(2) Line Connection Charge - the charge for performing all or part of the operations associated with the connection of a Central Office line or provision of network access.

(3) Station Handling Charge - the charge applicable for connection, moving or changing a keyless set.

(4) Restoration of Service Charge:

(a) Restoration of Service will be subject to a Service Charge if Company suspends service due to nonpayment and the Service has been disconnected.

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### 3. SERVICE OFFERINGS AND RATES (con't)

#### 3.1 General (con't)

##### B. Service Charges: (con't)

##### (4) Restoration of Service Charge: (con't)

- (b) When Service is rendered inoperative by causes beyond the control of the Customer, excluding theft, the Company will reestablish Service at the same or different location, at the option of the Customer, without Service or Installation Charges.

#### 3.2 xDSL Connection Charge

##### (A) Per Access line or Data Connection - Residence

	<u>Minimum</u>	<u>Maximum</u>
(1) Central Office Work Charge	\$350.00	\$ 450.00
(2) New Line Connection Charge	\$350.00	\$1,500.00

##### (B) Per Access Line or Trunk - Business

	<u>Minimum</u>	<u>Maximum</u>
(1) Central Office Work	\$ 0.00	\$450.00
(2) New Line Connection Charge	\$ 0.00	\$1,500.00

#### 3.3 Restoration Charge

##### (A) Temporary Suspension at Customer's Request

(1) Nonrecurring Charge Per xDSL Line Restored	<u>Minimum</u>	<u>Maximum</u>
	\$350.00	\$950.00

##### (2) Nonpayment

In the event Service is temporarily interrupted for nonpayment, such Service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in

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Waukesha, WI 53186

### 3.3 Restoration Charge (con't)

(A) Temporary Suspension at Customer's Request (con't)

(2) Nonpayment (con't)

addition, charges as specified following will be applicable to restore such Services.

Charge per xDSL Line		
Restored	<u>Minimum</u>	<u>Maximum</u>
	\$950.00	

### 3.4 xDSL Trunk Service

xDSL Trunk Service provides a Customer with a digital connection operating at varying data rates and effective distance. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet. High Data Rate Digital Subscriber Line (HDSL) uses two (2) pair lines and achieves rates of 1.544 Mbps, equivalent to a T-1 Trunk. Single Line DSL (SDSL) is similar to HDSL, but uses only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances - 10,000 feet compared to 12,000 feet for HDSL. Very High Data Rate Digital Subscriber Line (VDSL) is used for the very shortest distances and can achieve speeds of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to wide area network or Internet connection over a high speed unbundled pair of copper lines.

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### 3.4 xDSL Trunk Service (con't)

Non-Recurring and Monthly Recurring Rates per xDSL Trunk per Point. Apply as follows:

<u>Per Trunk</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
SDSL - 384 kbps	<u>\$500 - \$1,850</u>	<u>\$ 89 - \$299</u>
SDSL - 768 kbps	<u>\$500 - \$1,850</u>	<u>\$ 109 - \$450</u>
ADSL - 1.6 mbps	<u>\$500 - \$2,850</u>	<u>\$ 109 - \$589</u>
DSL - 2.5 mbps	<u>\$500 - \$2,850</u>	<u>\$109 - \$1,350</u>
ADSL - 4 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,600</u>
ADSL - 5 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,800</u>
ADSL - 7 mbps	<u>\$500 - \$2,850</u>	<u>\$450 - \$2,300</u>
HDSL - 1.5 mbps	<u>          \$2,450</u>	<u>\$      549.00</u>
VDSL - 10 mbps	<u>          \$4,000*</u>	<u>\$     2,000.00*</u>

\*VDSL is not available at this time. Pricing is estimated for future availability.

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4. PROMOTIONAL OFFERINGS

The Company may offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include but are not limited to reduced monthly rates or charges, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges, or any combination thereof. The maximum length of a promotion will be ninety (90) days and may be extended at the Company's discretion. Promotional offerings are subject to filing and approval by the Commission and such filings of promotional offerings to the Commission is fifteen (15) days prior to effective date of promotions.

5. SPECIAL CUSTOMER ARRANGEMENTS

5.1 Special Customer Arrangements may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities, and/or other special services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

5.2 Each Specialized Customer Arrangement (SCA) is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer for whom the offering was designed. Each SCA contains a service, or combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for, each SCA is available to all similarly situated customers for a period of thirty (30) days following the date of issue of the tariff provision reflecting the SCA or the SCA contract date of the initial customer for whom the SCA was designed, whichever comes first, and the Customer must agree to service installation no later than thirty (30) days following enrollment in the SCA. When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the SCA will control.

5.3 Special conditions exist with Customers who use xDSL Service to access a wide area network application. Site specific pricing and interstate data link cost determined by mileage requirements are calculated to create a virtual private network pipeline connection.

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

<b>IN THE MATTER OF THE APPLICATION OF</b>	)	<b>ORDER GRANTING</b>
<b>@LINK NETWORKS, INC. FOR A</b>	)	<b>CERTIFICATE OF</b>
<b>CERTIFICATE OF AUTHORITY TO PROVIDE</b>	)	<b>AUTHORITY</b>
<b>TELECOMMUNICATIONS SERVICES,</b>	)	
<b>INCLUDING LOCAL EXCHANGE SERVICES, IN</b>	)	<b>TC99-089</b>
<b>SOUTH DAKOTA</b>	)	

On August 27, 1999, the Public Utilities Commission (Commission) received an application for a certificate of authority from @link Networks, Inc. (@link).

@link proposes to offer all forms of facilities-based and resold telecommunications services, including both local exchange and interexchange telecommunications services. A proposed tariff was filed by @link.

On September 2, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of September 17, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled November 15, 1999, meeting, the Commission considered @link's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to @link furnishing the Commission with a surety bond. Commission Staff further recommended a waiver of ARSD 20:10:32:03(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that @link has met the legal requirements established for the granting of a certificate of authority. @link has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (8) of ARSD 20:10:32:03.

The Commission approves @link's application for a certificate of authority, subject to rural safeguards, and subject to @link furnishing the Commission with a surety bond. The certificate of authority for @link shall authorize it to offer local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier. In the future, should @link choose to provide local exchange services statewide, with respect to rural telephone companies, @link will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f).

It is therefore

ORDERED, that @link's application for a certificate of authority to provide telecommunications services, including local exchange services, is granted, subject to @link furnishing the Commission with a surety bond; and it is

FURTHER ORDERED, that @link shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize @link to offer its local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier; and it is

FURTHER ORDERED, that the Commission finds good cause to waive subparagraph (8) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 24<sup>th</sup> day of November, 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 facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Hellene Kalbo</u>
Date:	<u>11/24/99</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner





# South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



November 24, 1999

Capitol Office  
Telephone (605)773-3201  
FAX (605)773-3009

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Warehouse Division  
Telephone (605)773-5280  
FAX (605)773-3225

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Gregory A. Rislov  
Kath Senger  
Bettyne Allen West  
♦

Mr. Theodore Lasser  
President  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

Re: @link Networks, Inc.  
Docket No. TC99-089

Dear Mr. Lasser:

Enclosed you will find a copy of the Order Granting Certificate of Authority with reference to Telecommunications Resources, Inc. As soon as we receive your surety bond, we will send you your Certificate of Authority.

Very truly yours,

Karen E. Cremer  
Staff Attorney

KEC:dk

cc: Ms. Dana Frix and  
Ms. Katherine A. Rolph  
Enc.



# South Dakota Public Utilities Commission



State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070

February 3, 2000

Katherine A. Rolph, Esquire  
Swidler Berlin Shereff Friedman, LLP  
3000 K St., N. W., Suite 300  
Washington, DC 20007-5116

Re: TC99-089 – In the Matter of the Application of @link Networks, Inc.  
for a Certificate of Authority to Provide Telecommunications Services,  
Including Local Exchange Services, in South Dakota.

Dear Ms. Rolph:

On November 4, 1999, the South Dakota Public Utilities Commission requested that @link Networks, Inc. submit a bond for \$25,000 in order to place this docket on the next Commission meeting agenda for decision. I was led to believe that the bond was forthcoming and agreed to take this docket to the Commission for decision.

On November 15, 1999, the Commission approved the certificate of authority contingent upon @link submitting a \$25,000 bond. As of this date, the Commission has not received the surety bond. Per a voicemail message that I received from Brian McDermott on January 14, 2000, the bond would be in our office within a week to 10 days. It has been almost 3 weeks since I received that message.

Please submit the bond by February 8, 2000. If the surety bond is not received by February 8, 2000, I will recommend that the Commission rescind its action, deny the Certificate of Authority, and close the docket at its February 15, 2000, meeting.

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Lani Healy  
Cameron Hoesack  
Lisa Hull  
Dave Jacobson  
Bob Kneale  
Dolaine Kolbo  
Charlene Lund  
Gregory A. Rislav  
Keith Senger  
Rosalynne Aikis Wiest



If you have any comments or questions, please feel free to contact me at the Commission (605) 773-3201 or via email at [heather.forney@state.sd.us](mailto:heather.forney@state.sd.us).

Sincerely,

Heather K. Forney, Utility Analyst

Cc: Karen Cremer, Commission Staff Attorney  
Dana Frix, Esquire, Swidler Berlin Shereff Friedman, LLP  
Mary Jo Grant, Regulatory Compliance Administrator, @link Network  
Ted Lasser, President, @link Networks

TC99-089



*Networks Bridging The Last Mile*

@link Networks, Inc.

20825 Swenson Drive, Suite 150

Waukesha, Wisconsin 53186

Phone: (262) 717-2000 Fax: (262) 717-2014

www.link-us.net

**RECEIVED**

FEB 08 2000

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

February 7, 2000

William Bullard, Executive Director  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
State Capitol Building, First Floor  
Pierre, South Dakota 57501

Dear William Bullard:

Pursuant to our conversation with Heather Forney, @link Networks, Inc. ("@link") is submitting a revised tariff in which all references to the collection of service deposits from its customers have been removed. Enclosed please find an original and ten copies of the revised tariff. @link is currently providing xDSL services in the states of Wisconsin and Illinois and has determined through its experience in those states that the collection of customer deposits in South Dakota is unnecessary. Therefore, it is our understanding that the surety bond in the amount of \$25,000 will no longer be required.

Please acknowledge receipt of our application, by returning a copy of this correspondence stamped ("received") in the envelope provided.

@link would like to thank the Commission for its help in resolving this matter. The revised tariff will be submitted to the Commission by February 8, 2000. If you have any questions, please feel free to contact me at (262) 827-5688.

Sincerely,

Mary Jo Grant  
Regulatory Compliance Administrator

cc: Heather Forney, South Dakota Public Utilities Commission  
cc: Brian McDermott, Swidler Berlin Shereff Friedman



TARIFF SCHEDULE APPLICABLE TO  
INTRASTATE TELECOMMUNICATIONS SERVICES  
PROVIDED WITHIN THE STATE OF SOUTH DAKOTA  
BY @LINK NETWORKS, INC.



---

Issued: February 8, 2000

Effective: March 1, 2000

Issued By: @link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, WI 53186

# CHECK SHEET

The Title Sheet and Sheets 1 through 21, inclusive, of this tariff are effective as of the date shown.\* The revised sheets listed below contain all changes from the original tariff that are in effect on the date shown.

<u>Sheets</u>	<u>Number of Revision</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

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PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- R - to signify a rate reduction
- I - to signify a rate increase
- C - to signify a changed regulation
- T - to signify a change in text but no change in a rate  
or regulation
- S - to signify a reissued matter
- M - to signify a matter relocated without change
- N - to signify a new rate or regulation
- D - to signify a discontinued rate or regulation
- Z - to signify a correction
- N/A - to signify a non-active service

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## 1. GENERAL INFORMATION

This tariff contains the regulations and rates applicable to the provision of Service by @link Networks, Inc. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Advance Payment: Part or all of payment required before start of Service.

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Cancellation of Order: A Customer initiated request to discontinue processing a Service Order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line cancelled from an order prior to its completion by Company, under the following circumstances: (1) if the Local Access Provider has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; and/or (2) if the Company has already submitted facilities orders to an interconnecting telephone company; and/or (3) in accordance with Section 2.4.1 Cancellation charges will be assessed for each Circuit comprising Interexchange Service subject to a Cancellation of Order in accordance with Section 2.

Channel or Circuit: A dedicated communications path between two or more points.

Commission: The South Dakota Public Utilities Commission

Communication Services: The Company's interstate private line interexchange Services.

Company: @link Networks, Inc., the issuer of this Tariff.

Customer: The person, firm, corporation, governmental unit or other entity (including the successors and assigns of such entities) which orders Service -- either for its own use as a resale carrier or as a non-profit manager of a sharing group - - and which is responsible for the payment of charges and for compliance with Company Tariff regulations.

Customer Premises/Customer's Premises: Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of third parties.

DUC: Designated Underlying Carrier.

Expedite: A Service Order that is processed at the request of the Customer in a time period shorter than the Company standard Service interval.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Fiber Optic Cable: A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

Installation: The connection of a Circuit, Dedicated Access Channel, or port for new, changed or an additional Service.

Interexchange Service/(IXC): Interexchange Service means that portion of a Channel or Circuit between a Company designated Point-of-Presence in one exchange and a Company designated Point-of-Presence in another exchange.

Interruption: A condition whereby the Service or a portion thereof is inoperative beginning at the time of notice by the Customer to the Company that such Service is inoperative and ending at the time of restoration.

Joint User: A person, firm, or corporation that is designated by the Customer as a User of Services furnished to the Customer by @link Networks, Inc. and to whom a portion of the charges for the Service will be billed under a Joint User Arrangement as specified herein.

Nonrecurring Charges: One-time charges relevant to Service.

Payment Method: The manner in which the Customer is authorized by the Company to pay charges for Service.

Private Line: A Channel or Circuit dedicated to a particular customer without regard to actual use.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, that continue for the agreed upon duration of the Service.

Residential Applicant: A Residential Applicant is any individual who applies for Service under this Tariff whose primary use of the Service will be of a social or domestic nature.

Residential Customer: A Residential Customer is one who subscribes to the Company's Service(s) and whose primary use of the Service(s) is of a social or domestic nature.

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2. REGULATIONS (con't)

2.1 Definitions (con't)

Residential Service: Service is classified as Residential Service where the use is primarily of a domestic or social nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence.

Restore: To make Service operative following an Interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Service: Service means any or all telecommunications service(s) provided to or obtained by Customer, any Authorized User or third party from the Company which is described in this Tariff as modified from time to time.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept Service that does not conform to standards set forth in the Service Order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order: The written request for Services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff, but the duration of the Service is calculated from the Service Commencement Date.

Shared: A facility of equipment system or subsystem that can be used simultaneously by several Customers.

User or End User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided under this Tariff.

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2.2 Undertaking of the Company

2.2.1 Scope: The Company undertakes to provide Service in accordance with the terms and conditions set forth in this tariff and any Service Agreement executed by the Customer.

2.2.2 Availability of Service

(A) Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.

(B) Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (i) the lack of transmission medium capacity, (ii) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service or (iii) any cause beyond its control.

(C) The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.

2.2.3 Liability of the Company

(A) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including federal, state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; any national emergencies, insurrections, riots, wars; or any labor difficulties.

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2.2 Undertaking of the Company

2.2.3 Liability of the Company (con't)

- (B) The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities.
- (C) The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.
- (D) There is no express or implied warranty or condition, whether of merchantability, fitness for a particular purpose or otherwise, to the extent applicable, with respect to the Service provided by the Company.

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Waukesha, WI 53186



2.2.4 Claims

- (A) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander, invasion of privacy, or infringement of copyright in connection with the material transmitted over the Company's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of the Company's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of the customer or patron(s) of the Customers relating to the use of the Company's Service or facilities.
- (B) Claims, actions or proceedings involving Virginia subscribers who appeal to the South Dakota Public Utilities Commission will be governed by the laws of the State of South Dakota and venue for such claims will be in the State of South Dakota.

2.2.5 Provision of Equipment and Facilities

- (A) Except as otherwise indicated, Customer-provided equipment and facilities used in connection with this Service shall be so constructed, maintained and operated as to work satisfactorily with the Company's Service, equipment and facilities.

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Issued: February 8, 2000

Effective: March 1, 2000

Issued By: @link Networks, Inc.  
20825 Swenson Drive, Suite 150  
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2.2 Undertaking of the Company (con't)

2.2.5 Provision of Equipment and Facilities (con't)

- (B) The Company shall not be responsible for the installation, operation or furnishing of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (i) renders obsolete any of the Customer-provided equipment or facilities; (ii) requires modification of the Customer-provided equipment or facilities; or (iii) otherwise affects the reception of signals by Customer-provided equipment or facilities.

2.3 Obligations of the Customer

2.3.1 Service Activation/Deactivation

- (A) To activate or change Service, the Company may require the Customer to execute a Service Agreement containing, but not limited to, the following information: (i) name; (ii) address; and (iii) telephone number.
- (B) The Customer may terminate Service by written notice delivered thirty (30) days prior to the end of the initial term, subject to full payment of the charges, including termination charges, for the Service rendered or, as applicable, for the minimum period or commitment. Cancellation notice and termination liabilities of the customer are as described in the customer contract.

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2.3 Obligations of the Customer

2.3.2 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public.

Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (D) Charges for Service are payable in advance except for per minute or per call charges, if any, which are payable in arrears. Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

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2.3 Obligations of the Customer (con't)

2.3.2 Payment Arrangements (con't)

Interest, at the lesser of (i) the rate of one and one-half (1.5) percent or (ii) the highest rate allowed by law per month, may accrue upon any unpaid amount commencing thirty (30) days after the date of the invoice. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable counsel fees and costs of the Company in prosecuting such proceedings and appeals therefrom.

(E) Charges shall be deemed correct and properly billed if the Customer fails to notify the Company in writing with reasonable detail that it is disputing a particular charge within one hundred eighty (180) days after the date of the invoice.

(F) A fee of \$20.00 will be charged for all returned checks.

2.3.3 Liability of the Customer

The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.

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2.4 Confidential Information

The Customer shall submit to the Company true and exact information relating to its Service orders and shall advise the Company of any change in such information.

The Customer shall have authority to submit such information to the Company. All information exchanged between the Company and Customer shall be kept confidential except that the Company may make Customer information available where necessary to employees or agents of the Company for the purpose of providing Service.

2.5 Use of Service

- (A) The Service shall not be used for any unlawful purpose.
- (B) The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of all federal, state and local governmental authorities having jurisdiction over the Service.
- (C) The Service or any rights associated therewith may not be assigned or in any manner transferred without the written consent of the Company.

2.6 Termination of Service for Cause

- (A) Upon non-payment of any regulated sum owing to the Company for more than forty-five (45) days beyond the date the bill for Service is mailed by the Company, or upon violation of any of the terms or conditions governing the furnishing of Service under this tariff, the Company may upon five (5) days prior written notice, terminate the furnishing of Service to the Customer under this tariff.
- (B) The Company reserves the right to terminate Service without notice if it deems such action necessary to protect against fraud or to

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protect its personnel, agents, equipment, facilities or Service.

- (C) Termination of Service for cause does not relieve the Customer of the obligation to pay all charges that have accrued under this tariff.

## 2.7 Interruptions

Company keeps record of all service interruptions in its database log for retrieving customer information specific to service interruptions and its affected areas. Maintenance for service interruptions will be done at a time which causes minimal inconvenience to Customers. To the extent possible, Customers will be notified in advance of such extended maintenance requirements.

## 2.8 Customer Contacts

Customer complaints and inquiry can be directed to:  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
(888) 375-9750

Customers may also contact:  
South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre SD 57501-5070  
(800) 332-1782  
TTY (800) 877-1113

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3. SERVICE OFFERINGS AND RATES

3.1 General

- (A) Service Charges are in addition to all other rates and charges that may be applicable for Service and equipment provided by the Company.
- (B) Service Charges:
  - (1) Miscellaneous - one charge covers all miscellaneous Services performed at the same time for each Service for which a separate monthly bill is rendered.
  - (2) Line Connection Charge - the charge for performing all or part of the operations associated with the connection of a Central Office line or provision of network access.
  - (3) Station Handling Charge - the charge applicable for connection, moving or changing a keyless set.
  - (4) Restoration of Service Charge:
    - (a) Restoration of Service will be subject to a Service Charge if Company suspends service due to nonpayment and the Service has been disconnected.

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### 3. SERVICE OFFERINGS AND RATES (con't)

#### 3.1 General (con't)

##### B. Service Charges: (con't)

##### (4) Restoration of Service Charge: (con't)

(b) When Service is rendered inoperative by causes beyond the control of the Customer, excluding theft, the Company will reestablish Service at the same or different location, at the option of the Customer, without Service or Installation Charges.

#### 3.2 xDSL Connection Charge

##### (A) Per Access line or Data Connection - Residence

	<u>Minimum</u>	<u>Maximum</u>
(1) Central Office Work Charge	\$350.00	\$ 450.00
(2) New Line Connection Charge	\$350.00	\$1,500.00

##### (B) Per Access Line or Trunk - Business

	<u>Minimum</u>	<u>Maximum</u>
(1) Central Office Work	\$ 0.00	\$450.00
(2) New Line Connection Charge	\$ 0.00	\$1,500.00

#### 3.3 Restoration Charge

##### (A) Temporary Suspension at Customer's Request

(1) Nonrecurring Charge Per xDSL Line Restored	<u>Minimum</u>	<u>Maximum</u>
	\$350.00	\$950.00

##### (2) Nonpayment

In the event Service is temporarily interrupted for nonpayment, such Service will be restored upon payment of charges due or, at the discretion of the Company, a substantial portion thereof, and in

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### 3.3 Restoration Charge (con't)

#### (A) Temporary Suspension at Customer's Request (con't)

##### (2) Nonpayment (con't)

addition, charges as specified following will be applicable to restore such Services.

Charge per xDSL Line

Restored

<u>Minimum</u>	<u>Maximum</u>
\$950.00	

### 3.4 xDSL Trunk Service

xDSL Trunk Service provides a Customer with a digital connection operating at varying data rates and effective distance. Each line connection provides 1.5 Mbps downstream and 16 Kbps upstream at 18,000 feet. High Data Rate Digital Subscriber Line (HDSL) uses two (2) pair lines and achieves rates of 1.544 Mbps, equivalent to a T-1 Trunk. Single Line DSL (SDSL) is similar to HDSL, but uses only one (1) pair line. SDSL can achieve the same throughput as HDSL with half the lines, but at shorter distances - 10,000 feet compared to 12,000 feet for HDSL. Very High Data Rate Digital Subscriber Line (VDSL) is used for the very shortest distances and can achieve speeds of 13 Mbps under 4,000 feet and up to 52 Mbps at 1,000 feet. Each line connection provides access to wide area network or Internet connection over a high speed unbundled pair of copper lines.

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3.4 xDSL Trunk Service (con't)

Non-Recurring and Monthly Recurring Rates per xDSL Trunk per Point. Apply as follows:

<u>Per Trunk</u>	<u>Non-Recurring</u>	<u>Monthly Recurring</u>
SDSL - 384 kbps	<u>\$500 - \$1,850</u>	<u>\$ 89 - \$299</u>
SDSL - 768 kbps	<u>\$500 - \$1,850</u>	<u>\$ 109 - \$450</u>
ADSL - 1.6 mbps	<u>\$500 - \$2,850</u>	<u>\$ 109 - \$589</u>
DSL - 2.5 mbps	<u>\$500 - \$2,850</u>	<u>\$109 - \$1,350</u>
ADSL - 4 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,600</u>
ADSL - 5 mbps	<u>\$500 - \$2,850</u>	<u>\$300 - \$1,800</u>
ADSL - 7 mbps	<u>\$500 - \$2,850</u>	<u>\$450 - \$2,300</u>
HDSL - 1.5 mbps	<u>          \$2,450</u>	<u>\$      549.00</u>
VDSL - 10 mbps	<u>          \$4,000*</u>	<u>\$     2,000.00*</u>

\*VDSL is not available at this time. Pricing is estimated for future availability.

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#### 4. PROMOTIONAL OFFERINGS

The Company may offer special promotions to its Customers waiving certain charges or offering services at special rates. Promotional discounts include but are not limited to reduced monthly rates or charges, incentive subscription bonuses, free Service periods, full or partial waivers of installation charges, or any combination thereof. The maximum length of a promotion will be ninety (90) days and may be extended at the Company's discretion. Promotional offerings are subject to filing and approval by the Commission and such filings of promotional offerings to the Commission is fifteen (15) days prior to effective date of promotions.

#### 5. SPECIAL CUSTOMER ARRANGEMENTS

5.1 Special Customer Arrangements may include engineering, conditioning, installation, construction, facilities, assembly, purchase of lease of facilities, and/or other special services. Appropriate recurring and/or non-recurring charges will be developed accordingly.

5.2 Each Specialized Customer Arrangement (SCA) is an individually negotiated contract offering tailored to meet the telecommunications needs of the customer for whom the offering was designed. Each SCA contains a service, or combination of services, and includes supplemental terms and conditions. Unless otherwise specifically provided for, each SCA is available to all similarly situated customers for a period of thirty (30) days following the date of issue of the tariff provision reflecting the SCA or the SCA contract date of the initial customer for whom the SCA was designed, whichever comes first, and the Customer must agree to service installation no later than thirty (30) days following enrollment in the SCA. When SCA terms and conditions not affecting charges are inconsistent with this tariff, the terms and conditions of the SCA will control.

5.3 Special conditions exist with Customers who use xDSL Service to access a wide area network application. Site specific pricing and interstate data link cost determined by mileage requirements are calculated to create a virtual private network pipeline connection.



Networks Bridging The Last Mile  
@link Networks, Inc.  
20825 Swenson Drive, Suite 150  
Waukesha, Wisconsin 53186  
Phone: (262) 717-2000 Fax: (262) 717-2014  
www.link-us.net

TC 99-089

**RECEIVED**

FEB 09 2000

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

February 8, 2000

William Bullard, Executive Director  
South Dakota Public Utilities Commission  
500 E. Capitol Ave.  
State Capitol Building, First Floor  
Pierre, South Dakota 57501

Dear William Bullard:

On February 7, 2000 @link Networks, Inc. ("@link") submitted a revised tariff in which references to the collection of service deposits from its customers were removed. In addition to this language, @link removes language from Original Page 5, Section 2.1 and Original Page 13, Section 2.3.2(D). Enclosed please find an original and ten copies of the revised tariff pages.

Please acknowledge receipt of our application, by returning a copy of this correspondence stamped ("received") in the envelope provided.

If you have any questions, please feel free to contact me at (262) 827-5688.

Sincerely,

Mary Jo Grant  
Regulatory Compliance Administrator

cc: Heather Forney, South Dakota Public Utilities Commission  
cc: Brian McDermott, Swidler Berlin Shereff Friedman



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This tariff contains the regulations and rates applicable to the provision of Service by @link Networks, Inc. This tariff is not applicable to non-common carrier services or to services that are not jurisdictionally intrastate.

## 2. REGULATIONS

### 2.1 Definitions

For the purpose of this Tariff, the following definitions will apply:

Application for Service/Service Application/Service Order: Standard Company order form(s) which in total includes all pertinent billing, technical and other descriptive information which will enable the Company to provide Service.

Authorized User: A person, firm, corporation or other entity (including Customer) that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Business Applicant: A Business Applicant is any entity or individual who applies for Service under this Tariff whose primary use of the Service will be of a business, professional, institutional, or otherwise occupational nature.

Business Customer: A Business Customer is a Customer who subscribes to the Company's Service(s) and whose primary use of the Service is of a business, professional, institutional, or otherwise occupational nature.

Business Service: A Service is classified as Business Service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a social or domestic nature, Service is classified as Residential Service if installed in a residence. See also definition of Residential Service.

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## 2.3 Obligations of the Customer

### 2.3.2 Payment Arrangements

- (A) The Customer is responsible for payment of all charges for Service furnished by the Company to the Customer. This responsibility is not changed due to any unauthorized use or misuse of the Service by the Customer's employees, third parties, or the public.

Customer shall indemnify and hold the Company harmless from all costs, expenses, claims or actions arising from unauthorized use or misuse of any nature of the Service. The Customer shall not be excused from paying the Company for Service provided to the Customer or any portion thereof on the basis that unauthorized use or misuse occurred over the Service.

- (B) In cases where special construction or materials or unusual expenses are required to supply Service to the Customer, the Customer shall pay additional charges to compensate for the additional costs.
- (C) Federal, state and local sales, use, excise and other taxes, where applicable, shall be added to the charges contained therein, unless the Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of the Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable.
- (D) Bills are due and payable when tendered and are payable at the business office of the Company or at any other office designated by the Company.

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20825 Swenson Drive, Suite 150  
Waukesha, WI 53186



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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>AMENDED ORDER</b>
<b>@LINK NETWORKS, INC. FOR A )</b>	<b>GRANTING CERTIFICATE</b>
<b>CERTIFICATE OF AUTHORITY TO PROVIDE )</b>	<b>OF AUTHORITY</b>
<b>TELECOMMUNICATIONS SERVICES, )</b>	
<b>INCLUDING LOCAL EXCHANGE SERVICES, IN )</b>	<b>TC99-089</b>
<b>SOUTH DAKOTA )</b>	

On August 27, 1999, the Public Utilities Commission (Commission) received an application for a certificate of authority from @link Networks, Inc. (@link).

@link proposes to offer all forms of facilities-based and resold telecommunications services, including both local exchange and interexchange telecommunications services. A proposed tariff was filed by @link.

On September 2, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of September 17, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled November 15, 1999, meeting, the Commission considered @link's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to @link furnishing the Commission with a surety bond. Commission Staff further recommended a waiver of ARSD 20:10:32:03(8). On November 15, 1999, the Commission approved @link's application with staff's recommendations. On February 8, 2000, @link submitted a letter requesting that its certificate of authority be amended to remove requirement of the surety bond. @link stated that "it is currently providing xDSL services in the states of Wisconsin and Illinois and has determined through its experience in those states that the collection of customer deposits in South Dakota is unnecessary."

On February 15, 2000, at its regularly scheduled meeting, the Commission heard @link's request for an amended certificate of authority. Commission Staff recommended that @link be granted an amended certificate of authority, subject to the condition that @link not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:32:03(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that @link has met the legal requirements established for the granting of an amended certificate of authority. Commissioner Schoenfelder dissenting. @link has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (8) of ARSD 20:10:32:03.

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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>AMENDED ORDER</b>
<b>@LINK NETWORKS, INC. FOR A )</b>	<b>GRANTING CERTIFICATE</b>
<b>CERTIFICATE OF AUTHORITY TO PROVIDE )</b>	<b>OF AUTHORITY</b>
<b>TELECOMMUNICATIONS SERVICES, )</b>	
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<b>SOUTH DAKOTA )</b>	

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@link proposes to offer all forms of facilities-based and resold telecommunications services, including both local exchange and interexchange telecommunications services. A proposed tariff was filed by @link.

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On February 15, 2000, at its regularly scheduled meeting, the Commission heard @link's request for an amended certificate of authority. Commission Staff recommended that @link be granted an amended certificate of authority, subject to the condition that @link not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:32:03(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that @link has met the legal requirements established for the granting of an amended certificate of authority. Commissioner Schoenfelder dissenting. @link has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (8) of ARSD 20:10:32:03.



The Commission approves @link's application for an amended certificate of authority, subject to the condition that @link not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission and subject to rural safeguards. The amended certificate of authority for @link shall authorize it to offer local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier. In the future, should @link choose to provide local exchange services statewide, with respect to rural telephone companies, @link will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that @link's application for an amended certificate of authority to provide telecommunications services, including local exchange services is granted, subject to the condition that @link not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission; and it is

FURTHER ORDERED, that @link shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize @link to offer its local exchange services in those areas in South Dakota where U S WEST Communications, Inc. is the incumbent local exchange carrier; and it is

FURTHER ORDERED, that the Commission finds good cause to waive subparagraph (8) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 23rd day of February, 2000.

<p align="center"><b>CERTIFICATE OF SERVICE</b></p> <p>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 facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.</p> <p>By: <u><i>Delaine Krebs</i></u></p> <p>Date: <u>2/23/00</u></p> <p align="center">(OFFICIAL SEAL)</p>
--

BY ORDER OF THE COMMISSION:

*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner  
dissenting

# **SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

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## **AMENDED CERTIFICATE OF AUTHORITY**

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

Authority was Granted February 15, 2000  
Docket No. TC99-089

*This is to certify that*

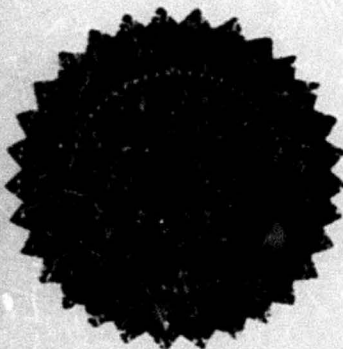
**@LINK NETWORKS, INC.**

*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 23<sup>rd</sup> day of February, 2000.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



  
JAMES A. BURG, Chairman

  
PAM NELSON, Commissioner

LASKA SCHOENFELDER, Commissioner  
dissenting