

In the Matter of \_\_\_\_\_ IN THE MATTER OF THE  
 \_\_\_\_\_ APPLICATION OF UNITED SYSTEMS  
 \_\_\_\_\_ ACCESS TELECOM, INC. FOR A  
 \_\_\_\_\_ CERTIFICATE OF AUTHORITY TO  
 \_\_\_\_\_ PROVIDE INTEREXCHANGE  
 \_\_\_\_\_ TELECOMMUNICATIONS SERVICES IN  
 \_\_\_\_\_ SOUTH DAKOTA

**Public Utilities Commission of the State of South Dakota**

DATE	MEMORANDA
10/26 01	Filed and Docketed;
11/1 01	Weekly filings;
11/16 01	Revised tariff;
12/30 01	Order Granting C.O.A.;
12/30 01	Docket Closed.

O'MELVENY & MYERS LLP

1650 Tysons Boulevard  
McLean, Virginia 22102

TELEPHONE (703) 287-2400  
FACSIMILE (703) 287-2404  
INTERNET: www.omm.com

SAN FRANCISCO  
WASHINGTON, D.C.  
HONG KONG  
LONDON  
SHANGHAI  
TOKYO

RECEIVED

OUR OFFICE  
ADDRESS  
TELEPHONE  
FACSIMILE  
INTERNET  
WWW SITE

October 14, 2001

OUR FILE NUMBER  
883-433-001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

WRITER'S DIRECT DIAL  
703-287-2439

VIA OVERNIGHT MAIL

WRITER'S E-MAIL ADDRESS  
cdavenport@omm.com

Mr. William Bullard  
South Dakota Public Utilities Commission  
1 Capitol Building  
1st Floor  
500 East Capitol Avenue  
Pierre, SD 57501-5010

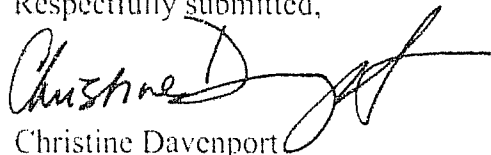
Re: United Systems Access Telecom, Inc.  
Application for Authority to Provide Telecommunications  
Services in South Dakota

Dear Mr. Bullard:

On behalf of United Systems Access Telecom, Inc., we hereby submit an original and ten (10) copies of an application for authority to provide interexchange telecommunications service in South Dakota. Also enclosed, please find a check in the amount of \$250 to cover the associated filing fee.

Please date-stamp the enclosed extra copy and return it to us in the attached self-addressed, stamped envelope. Should you have any questions concerning this matter, please do not hesitate to contact the undersigned at (703) 287-2439.

Respectfully submitted,



Christine Davenport  
Counsel for United Access Systems Telecom, Inc.

cc: Jennifer...

cc: MJD

cc: Kathy Deschambault for Stephen J. Gilbert

BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the Matter of the Application of

UNITED SYSTEMS ACCESS  
TELECOM, INC.

Case No. \_\_\_\_\_

For Authority to Provide Resold Interexchange  
Telecommunications Services Within the  
State of South Dakota

Notice of Transfer of Customer Base  
Of Essential.com

APPLICATION FOR AUTHORITY TO PROVIDE  
RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES,  
AND  
NOTICE OF TRANSFER OF CUSTOMER BASE OF ESSENTIAL.COM

Christine Davenport  
O'MELVENY & MYERS LLP  
1650 Tysons Blvd., Suite 1150  
McLean, Virginia 22102  
Tel: (703) 287-2439  
Fax: (703) 287-2404

Its Attorney

October 25, 2001

RECEIVED

OCT 26 2001

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of

**UNITED SYSTEMS ACCESS  
TELECOM, INC.**

Case No. \_\_\_\_\_

For Authority to Provide Resold Interexchange  
Telecommunications Services Within the  
State of South Dakota.

Notice of Transfer of Customer Base  
Of Essential.com

**APPLICATION FOR AUTHORITY TO PROVIDE  
RESOLD INTEREXCHANGE TELECOMMUNICATIONS SERVICES,  
AND  
NOTICE OF TRANSFER OF CUSTOMER BASE OF ESSENTIAL.COM**

**I. INTRODUCTION**

1. United Systems Access Telecom, Inc. ("USA Telecom"), by its undersigned counsel, and pursuant to Chapter 49-31 of South Dakota Codified Law, hereby submits this Application for Authority to Provide Resold Interexchange Telecommunications Services and Notice of Transfer of Customer Base of Essential.com to USA Telecom of Essential.com to USA Telecom ("Application and Notice").

2. USA Telecom hereby submits that this Application and Notice seeking entry into the South Dakota telecommunications market is in the public interest because it will provide South Dakota consumers with an enhanced range of affordable telecommunications services, will increase customer choice in local markets, will encourage carriers to provide more efficient service at lower prices, will provide users with greater reliability, and will foster a more competitive environment that creates incentives for all carriers in South Dakota to provide more

provide customer service without unreasonably disadvantaging any class of telephone customers or providers. USA Telecom contends its entry will bolster competition for the provision of resold interexchange telecommunications services, which is essential to the state's continued economic health. Moreover, approval of this Application will have the additional benefit of furthering the pro-competitive purposes the Federal Telecommunications Act of 1996.

3. Therefore, USA Telecom respectfully (i) applies for authority to provide the resold interexchange telecommunications services described herein; and (ii) notifies the Commission of its intended transfer of the customer base of Essential.com to USA Telecom.

## **II. BACKGROUND OF TRANSACTION**

1. On June 29, 2001, Essential.com, a certified telecommunications carrier within South Dakota, filed for voluntary bankruptcy protection under Chapter 11, title 11 of the United States Code, 11 U.S.C. § §101, *et seq.*, as amended, in the United States District Court for the District of Massachusetts, Eastern Division ("Bankruptcy Court"). Shortly thereafter, Essential.com entered into agreements for the sale of its customer base, certain trademarks and other assets. On August 1, 2001, the Bankruptcy Court entered an order of private sale of the assets, and provided notice to creditors and other interested parties soliciting counter-offers. USA Telecom participated in the counter-offer, and was determined to be the high bidder for the assets.

2. On May 9, 2001, the Bankruptcy Court entered an order (the "Order") directing Essential.com and USA Telecom to consummate immediately the sale of Essential.com's assets, including its customer base, to USA Telecom. A copy of the Order is attached hereto as **Exhibit A**.

3. Pursuant to the terms of the Order, USA Telecom and Essential.com have entered into a management agreement whereby USA Telecom will manage the business operations of Essential.com until such time as USA Telecom obtains all necessary regulatory approvals from the appropriate state commissions.

4. USA Telecom hereby files this Application in order to obtain its own certification to provide telecommunications services in South Dakota, and to notify the Commission of the transfer of the customer base from Essential.com to USA Telecom.

**III. APPLICATION FOR AUTHORITY TO PROVIDE RESOLD INTEREXCHANGE SERVICES**

**A. IDENTIFICATION AND OWNERSHIP OF USA TELECOM**

1. USA Telecom's legal name is United Systems Access Telecom, Inc. USA Telecom maintains its principal place of business at:

5 Bragdon Lane  
Suite 200  
Kennebunk, ME 04043  
Telephone: (207) 467-8000  
Facsimile: (207) 467-8008  
Toll Free Number: (888) 872-9400

2. USA Telecom is organized under the laws of the State of Delaware, was incorporated on May 7, 2001, and does not at the present time intend to utilize any trade names in connection with its telecommunications services. Attached hereto as **Exhibit B** is a copy of the USA Telecom's Certificate of Incorporation and Certificate of Authority to Do Business as a Foreign Corporation in the state of South Dakota.

3. Correspondence or communications pertaining to this Application should be directed to:

Christine Davenport  
1650 Tysons Boulevard  
Suite 1150  
McLean, Virginia 22102  
Telephone: (703) 287-2400  
Fax: (703) 287-2499

4. Questions concerning the ongoing operations USA Telecom following certification should be directed to:

Stephen J. Gilbert  
President & CEO  
5 Bragdon Lane  
Suite 200  
Kennebunk, ME 04043  
Telephone: (207) 467-8000  
Facsimile: (207) 467-8008

5 The name and address USA Telecom's Registered Agent in South Dakota is:

Corporation Service Company ("CSC")  
303 South Pierre Street  
Pierre, SD 57501

6 USA Telecom is a wholly owned subsidiary of United States Access, Inc., a Delaware corporation, which has the same address and phone number as USA Telecom. USA Telecom has no subsidiaries.

## II. FINANCIAL QUALIFICATIONS

1 USA Telecom is financially qualified to provide resold interexchange service throughout South Dakota. USA Telecom has access to the financing and capital necessary to conduct the telecommunications operations as specified in this Application. Attached hereto and as Exhibit C is a copy of USA Telecom's most recent audited financial statements.

2 This exhibit is offered to demonstrate USA Telecom's financial ability to operate as a telecommunications service provider in the state of South Dakota. This information is confidential and commercially sensitive. Accordingly, USA Telecom has included the information in a sealed envelope marked "CONFIDENTIAL," attached only to the original of this Application. USA Telecom respectfully requests that the information not be divulged to the public and be treated as confidential.

## C. TECHNICAL AND MANAGERIAL QUALIFICATIONS

1 USA Telecom possesses the managerial and technical qualifications necessary to provide resold and facilities-based telecommunications services in South Dakota. USA Telecom's operations will be coordinated by a team of professional, technical, and operations personnel. The current management team has extensive experience in the telecommunications industry and has already negotiated successful agreements with Verizon and Sprint. Attached hereto as Exhibit D, is a list and description of the qualifications of USA Telecom's directors, officers and key personnel.

Applicant will have procedures to prevent deceptive and unfair marketing practices, and will comply with all applicable service and billing standards. Applicant will comply with applicable intralATA access requirements of incumbent local exchange telephone companies, and with all other applicable rules, regulations, and standards.

Applicant asserts that it has never illegally acquired a customer by switching it from another company without the customer's authorization and will not intentionally do so in the future. There have been no civil or criminal proceedings against the Applicant in any jurisdiction.

#### **D. PROPOSED SERVICES AND SERVICE AREA**

USA Telecom seeks statewide authority to provide resold interexchange telecommunications services to and from all points in the state of South Dakota consistent with this Application. USA Telecom intends to offer resold interexchange services on a 1+ and 0+ basis within its licensed area. USA Telecom does not, at this time, own, lease, nor maintain a point of presence in South Dakota, and therefore has not included maps detailing USA Telecom's owned or leased facilities.

USA Telecom has been certified or registered to provide telecommunications services in Maine, Massachusetts, Pennsylvania (provisional) and Rhode Island, and additionally has pending applications to be certified or registered to provide telecommunications services in Maryland, New Jersey and New York. USA Telecom is in the process of applying for certification or other applicable regulatory authorizations or registrations in all states where it has not already obtained such authorization or approval.

USA Telecom is in the process of developing detailed management policies and operating procedures and supplier relationships that it will implement in association with its provision of telecommunications services, and will forward specific information about the above items as they become available upon request.

USA Telecom does not intend to utilize customer deposits or advance payments.

#### **E. PROPOSED TARIFF**

USA Telecom's proposed resold interexchange tariff detailing the terms of service and current rates is attached hereto as **Exhibit E**. USA Telecom is aware that its proposed tariff is for illustrative purposes only, and that its tariffs will be reviewed by staff prior to approval.

#### **IV. NOTICE OF TRANSFER OF CUSTOMER BASE**

1. On May 9, 2001, the Bankruptcy Court entered the Order directing Essential.com to consummate the sale of its customer base to USA Telecom. This notice informs the Commission of that sale.



2. As demonstrated above, USA Telecom is financially, technically, and managerially qualified to provide the telecommunications services for which it seeks authority. Therefore, transfer of customers from Essential.com to USA Telecom is in the public interest.

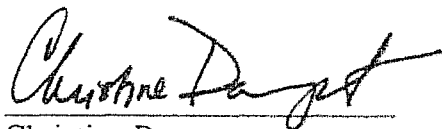
3. In order to comply with Federal Communication Commission and applicable state regulations, USA Telecom plans to distribute to its customers within South Dakota the customer change notification attached hereto as **Exhibit F**. This notice provides customers with information regarding the change of carrier, and allows them to make an informed decision regarding their ability to retain USA Telecom as their primary carrier.

## V. **CONCLUSION**

1. United Systems Access Telecom, Inc. respectfully requests that the Commission enter an Order which grants it a license to provide resold interexchange services throughout the state of South Dakota.

2. For the reasons stated above, USA Telecom's provision of such services would promote the public interest by providing high-quality service at competitive prices, and by creating greater economic incentives for development and improvement for all competing providers.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Christine Davenport". The signature is written in a cursive style with a horizontal line underneath it.

Christine Davenport  
O'MELVENY & MYERS LLP  
1650 Tysons Blvd., Suite 1150  
McLean, Virginia 22102  
Tel: (703) 287-2439  
Fax: (703) 287-2404

Dated: October 25, 2001

**EXHIBIT LIST**

Exhibit A	Bankruptcy Court Order Authorizing Sale of Customer Base
Exhibit B	Certificate of Incorporation and Authority to Do Business in South Dakota
Exhibit C	Financial Statements
Exhibit D	Managerial Qualifications
Exhibit E	Resold Interexchange Tariff
Exhibit F	Customer Change Notification
Exhibit G	Verification

**Exhibit A**  
**Bankruptcy Court Order**

DECLASSIFIED

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
(EASTERN DIVISION)

In re:	)	
	)	
ESSENTIAL.COM, INC.,	)	Chapter 11
	)	Case No. 01-15339-WCH
Debtor.	)	

ORDER AUTHORIZING SALE OF CUSTOMER BASE

THIS MATTER having come before the Court on the *Emergency Motion of the Debtor Pursuant to Section 363 of the Bankruptcy Code for an Order Authorizing: (I) Private Sale of Assets Free and Clear of Liens, Claims, and Encumbrances; (II) for the Establishment of Bidding Procedures, Including Break Up Fees and Overbid Protection and (III) For Authorization to Cease Providing Services* (the "Sale Motion") and the *Motion to Amend Debtors Emergency Motion: (I) For Authority to Sell Debtor's Assets by Private Sale Free and Clear of Liens, Claim, Encumbrances and Interests; (II) For Establishment of Bidding Procedures, Including Break Up Fees and Overbid Protection; and (III) For Authorization to Cease Providing Services* (the "Amended Sale Motion") (collectively, the "Private Sale Motions"). A hearing on the Private Sale Motions was held on August 9, 2001 (the "Sales Hearing").

NOW, THEREFORE, based upon all of the evidence, including evidence proffered or adduced at the Sales Hearing, objections and representations and argument of counsel in connection with the Sales Hearing, and offers of proof on the record, and upon the entire record of the Sales Hearing and of the chapter 11 case of Essential.com, Inc. ("Debtor"), and after due deliberation thereon, and good cause appearing therefore,

106

It is hereby found, concluded, and determined that:

- A. The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Rule 7052 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact shall later be determined to be a conclusion of law it shall be so deemed and vice versa.
- B. This Court has jurisdiction to hear and determine the Private Sale Motions pursuant to 28 U.S.C. §§ 157 and 1134.
- C. Venue of this case in this district is proper pursuant to 28 U.S.C. § 1408(a) and § 1409(a).
- D. Determination of the Private Sale Motions is a core proceeding under 28 U.S.C. §§ 157(b) (2)(A) and (N). The statutory predicates for the relief requested herein are §§ 105 and 363 of the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), Bankruptcy Rules 2002, and 6004, and MLBR 2002-1 and 6004-1.
- E. On June 29, 2001 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of title 11, United States Code (the "Bankruptcy Code") with the Bankruptcy Court. Since the Petition Date, the Debtor has continued to operate its business and manage its affairs as a debtor and debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. On July 18, 2001, the United States Trustee appointed a creditors' committee, pursuant to Section 1102 of the Bankruptcy Code. No trustee or examiner has been appointed.
- F. The Debtor provides telecommunication services to certain individuals and small businesses ("Customer Base").

G. The Debtor entered into, subject in all respects to approval of this Court, to the certain agreements (collectively, the "Agreements") for the sale of the Customer Base and certain of the Debtor's trademarks and URL, as follows:

- (i) Asset Purchase dated July 26, 2001 (the "Zone Agreement") with Zone Telecom, Inc. ("Zone"), for the purchase and sale of certain parts of the Customer Base for \$325,000;
- (ii) Asset Purchase dated July 26, 2001 (the "Broadview Agreement") with Broadview Networks, Inc. ("Broadview"), for the purchase and sale of certain parts of the Customer Base and certain of the Debtor's tradenames, and URLs for \$475,000; and
- (iii) Asset Purchase dated July 26, 2001 (the "Essex Agreement") with Essex Communications, Inc. ("Essex"), for the purchase and sale of certain parts of the Customer Base for \$125,000;

H. On August 1, 2001, this Court entered an Order ("Sales Procedure Order") with respect to the Private Sale Motions.

I. The Private Sale Motions are for a sound business purpose, are in the best interest of the Debtor's estate, and are authorized outside the ordinary course of business, pursuant to section 363(b) of the Bankruptcy Code.

J. The Debtor provided fair and reasonable notice of the Private Sale Motions and the Sales Hearing to all creditors and other parties in interest and such other notice as is appropriate under the circumstances. The Notice of the Private Sale Motions provided interested bidders with notice of the Private Sale Motions and Sales Hearing and an opportunity to bid for the Customer Base.









K. An objection to the Private Sale Motions was timely filed by the Office of the Attorney General of Commonwealth of Massachusetts ("Mass. AG Objection").

L. The Debtor received qualifying counter-offers from:

(i) United Systems Access, Inc. ("USA") submitted a counteroffer for the entire Customer Base and the other assets <sup>specified in USA's bid</sup> subject to the Broadview Agreement (the "USA Entirety Bid") for \$1,100,000; and

(ii) Eastern Telephone, Inc. ("Eastern") for a certain part of the Customer base described in the Broadview Agreement for \$535,000.

M. Based upon the foregoing, and for reasons stated on the record at the Sales Hearing, this Court has determined that the best offer to purchase the Customer Base has been submitted by:

United Systems Access Inc. for \$1,300,000

N. Based upon the foregoing, and for reasons stated on the record at the Sales Hearing, this Court has determined that the second best offer to purchase the Customer Base has been submitted by:

ZONE for \$375,000  
ESSOX for \$125,000  
Broadview for \$735,000

O. The Private Sale Motions request that the Customer Base be sold free and clear of all liens, claims, interests and encumbrances whatsoever ("Liens"), known and unknown, including without limitation, those liens asserted against the Customer Base and noted in the Private Sale Motions, and any liens, claims, interests and encumbrances held by any of the

creditors of the within bankruptcy estate of the Debtor. A sale of the Customer Base other than free and clear of liens, claims and encumbrances would be of substantially less benefit to the bankruptcy estate.

P. At the Sales Hearing, the Debtor and the Official Committee of Unsecured Creditors recommended that the Court approve the sale of the Customer Base. All secured parties with liens on the Customer Base have either consented to or have received notice and not objected to the sale of the Customer Base, with such liens to attach to the proceeds of sale, or such parties could be compelled to accept monetary satisfaction of such lien.

Q. It is therefore in the best interests of the bankruptcy estate herein, that the Court enter this order (the "Sale Order") (i) pursuant to §§ 105(a) and 363 of the Bankruptcy Code, authorizing and directing the Debtor to sell the Customer Base to the successful bidders ("Successful Bidders"): USA

USA Est. ret. B.d.

subject to such additional terms and provisions as may be set forth in the <sup>✓</sup>Agreements including ~~adjustments to the Purchase Price.~~

R. The approval of the sale of the Customer Base to the Successful Bidders, and consummation of the transactions contemplated thereby are in the best interests of the Debtor, its creditors, and the bankruptcy estate. The Debtor has presented good and sufficient business justification for the sale of the Customer Base pursuant to § 363 of the Bankruptcy Code.

S. The parties represented to the Court that the offers to purchase the Customer Base by the Successful Bidders have been proposed by the Successful Bidders in good faith in

accordance with the standards of applicable law; that the Successful Bidders are not currently affiliated with either Debtor; and that the Successful Bidders are good faith Successful Bidders under § 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby. The Court has heard no argument or allegation to controvert those representations. No party has alleged that any party has engaged in any conduct that would cause or permit the sale to the Successful Bidders to be avoided under § 363(n) of the Bankruptcy Code.

T. The Debtor has requested that the Court make this Order effective immediately irrespective of Bankruptcy Rule 6004(g), and good cause appears for such an action.

U. The sale and transfer of the Customer Base (1) will be a legal, valid and effective transfer of Customer Base of the bankruptcy estate of the Debtor, and (2) will vest the Successful Bidders with all right, title and interest of the bankruptcy estate in and to the Customer Base free and clear of all liens, claims, encumbrances and interests thereon.

NOW THEREFORE, it is HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Private Sale Motions shall be, and hereby are, granted and the Agreements incorporated therein approved as being in the best interest of the Debtor's estate.
  2. The Mass. AG Objection is ~~overruled in its entirety.~~ <sup>resolved in its entirety by a stipulation.</sup>
  3. The Debtor is authorized and directed to consummate the transactions contemplated hereby and to sell, transfer, deliver, convey and assign the Customer Base to the Successful Bidders.
- 4.3a. The Successful Bidders ~~is~~ <sup>are</sup> authorized to send any required notices to the Debtor's customers.

~~on or before the date the purchase is required under the applicable Agreement~~

4. It is hereby further ordered that in the event that the Successful Bidder fails to tender the Purchase Price to the Debtor ~~on or before five (5) business days after the date of the entry of this Order~~ <sup>within the time period</sup>, the Debtor is hereby authorized to sell the Customer Base, without further order of the Court, to the second highest bidders:

- ZONE for \$375,000
- ESSEX for \$125,000
- Broadview for \$735,000

5. - ~~intentionally omitted~~

6. In the event of the failure of any of the Successful Bidder to close on the Agreements, the Debtor is authorized to retain any deposits provided by such Successful Bidders as liquidated damages for such failure.

7. The Debtor is authorized to pay such break up fees, as may be applicable, pursuant to the Sale Procedure Order.

8. Effective upon the Closing, title in and to the Customer Base shall automatically vest in the Successful Bidder free and clear of all liens, including without limitation all liens, encumbrances, claims and interests, and any liabilities including, but not limited to: (a) amounts owing with respect to the Customer Base which accrued prior to the Closing, (b) those based on theories of successor liability, de facto merger or substantial continuity, and (c) employee benefit obligations (collectively, the "Liens").

9. USA is a good faith purchaser pursuant to § 363(m) of the Bankruptcy Code and, as such, is entitled to the protections afforded thereby.

10. This Order is deemed to operate as a release of all Liens on the Customer Base as of the Closing. All holders of Liens on any of the Customer Base are hereby directed to prepare, and file promptly after the Closing, if such Liens are recorded, releases of such Liens reasonably satisfactory to the Successful Bidders.

11. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system maintained by any Recording Officer.

12. The Debtor is hereby authorized to execute and deliver such closing and other confirmatory documents and to do such things as are necessary and appropriate and as are reasonably requested by the Successful Bidder<sup>s</sup> to implement and effectuate the provisions of this Order and the transactions approved hereby<sup>d</sup>, including without limitation, entering into

13. No bulk sales law, or similar law <sup>of</sup> <sup>management services agreement whereby Bid</sup> <sup>of</sup> <sup>shall manage the telecommunications business</sup> any state or other jurisdiction shall apply in <sup>Debtor v.</sup> any way to the transaction contemplated by this Order. <sup>Such time as</sup>

14. For good cause as established by the record in this Case, and irrespective of <sup>Such time as</sup> <sup>federal and State</sup> <sup>telecommunications</sup> <sup>regulatory approvals</sup> <sup>have been</sup> <sup>obtained.</sup> Bankruptcy Rule 6004(g), this Order shall be effective immediately upon entry pursuant to Bankruptcy Rule 9014 and 7062. No automatic stay of execution applies with respect to this Order.

15. This Court retains jurisdiction to:

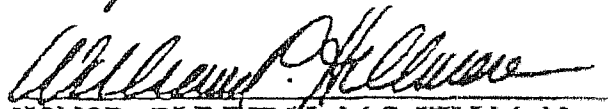
- a. Interpret, implement and enforce the terms and provisions of this Order, any subsequent amendments to, modifications of, consents relating to, or waivers thereof or any related documents, including any escrow provisions and agreements established in connection with the transactions contemplated thereby;
- b. Protect the Successful Bidder<sup>s</sup>, and the Customer Base, against any Lien;
- c. Resolve any disputes arising under or relating to the Customer Base, the Private Sale Motions and this Order; and
- d. Adjudicate all issues concerning (alleged) pre-Closing Liens on, and the proceeds of the sale of the Customer Base.

16. The provisions of the Private Sale Motions, together with the provisions of this Order, are binding on, and inure to the benefit of, the successors and assigns of the Debtor, its estate, creditors and shareholders, any trustee whether in chapter 11 or chapter 7 and any examiner with expanded powers, and receiver for the Debtor or assignee for the benefit of its

creditors, and are binding on and inure to the benefit of the successors and assigns of the Successful Bidder.

17. Any provision of this Order which is determined, construed or deemed to be a finding of fact or a conclusion of law, respectively, or a mixed finding of fact and conclusion of law, shall be as so determined, construed or deemed notwithstanding the labeling placed on such provision in this Order.

DATED THIS 9<sup>th</sup> DAY OF May, 2001.

  
HONORABLE WILLIAM C. HILLMAN  
UNITED STATES BANKRUPTCY JUDGE

\\ODMA\F\DOCS\DOCS\311268\1



**Exhibit B**  
**Certificate of Incorporation and Qualification to Do Business**

*State of Delaware*  
*Office of the Secretary of State*

---

PAGE 1

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "UNITED SYSTEMS ACCESS TELECOM, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF OCTOBER, A.D. 2001.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE NOT BEEN ASSESSED TO DATE.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3389168 8300

AUTHENTICATION: 1391458

010512815

DATE: 10 15 01

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

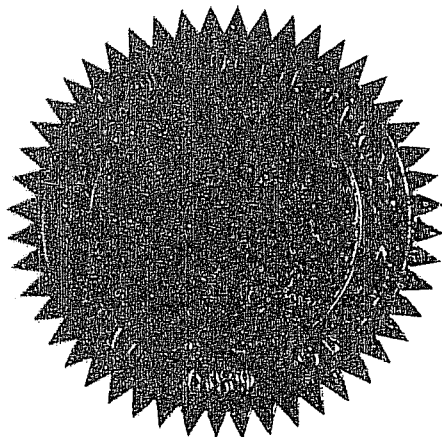
### Certificate of Authority

ORGANIZATIONAL ID #: FB025594

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **UNITED SYSTEMS ACCESS TELECOM, INC. (DE)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this October 18, 2001.



Joyce Hazeltine  
Secretary of State

**Exhibit C**  
**Financial Statements**

Start of  
Confidential

#

7

**Exhibit D**  
**Managerial Qualifications**

## MANAGERIAL QUALIFICATIONS

**Stephen Gilbert** possesses the managerial and technical qualifications necessary to manage the Applicant's telecommunications services. Most recently, Mr. Gilbert served as a Director and Executive Vice President of Log on America, Inc., a Competitive Local Exchange Carrier offering local dial-tone, in-state toll and long distance telephone services, as well as digital line subscriber (DSL) Internet access across the Northeast.

Mr. Gilbert received his undergraduate degree from the Massachusetts Institute of Technology in mathematics, economics and computer science. As a student at MIT's Sloan School of Management, he received a graduate degree settling into the development of an MIS Framework as his graduate thesis topic.

During that period he worked extensively in the fledging field of entrepreneurial studies and helped form the Institute for New Enterprise Development (INED).

Mr. Gilbert was instrumental in the development of the underlying structural foundation of various computer systems driving major corporations such as NCR, Iron Mountain, and Gettysburg Insurance, and his Library Archival System is still a mainstay for major research libraries such as Harvard, Cornell, Yale, and the University of South Carolina.

As a resident of Maine, Mr. Gilbert successfully built its largest and most sophisticated Internet service, and was able to provide low cost rural access in one of the most expensive phone states in the United States.

**Don Hebert** is a graduate of the University of Maine in Orono with a major in Accounting and minor in Finance. He has over 20 years experience beginning with a variety of financial positions in manufacturing culminating as CFO. For the last 5 years, Mr. Hebert has moved into the telecommunications service sector. He worked closely with Mr. Gilbert as CFO of cyberTours and was pleased to have the opportunity rejoin a successful team.

**Exhibit E**  
**Resold Interexchange Tariff**



**UNITED SYSTEMS ACCESS TELECOM, INC.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH DAKOTA**

This tariff applies to interexchange telecommunications services furnished by United Systems Access Telecom, Inc. ("Carrier") in the state of South Dakota.

This tariff is on file with the South Dakota and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5 Bragdon Lane, Suite 200, Kennebunk, ME 04043.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

CHECK PAGE

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

PAGE	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

Revised by: \_\_\_\_\_ Effective: \_\_\_\_\_

Revised by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

TABLE OF CONTENTS

Title Page	Original Page 1
Check Page	Original Page 2
Table of Contents	Original Page 3
Synopsis	Original Page 4
Tariff Format	Original Page 4
1 - Technical Terms and Abbreviations	Original Page 5
2 - Rules and Regulations	Original Page 6
3 - Explanation of Rates	Original Page 20
4 - Description of Services and Rates	Original Page 22

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Bragdon Lane, Suite 200  
 Kennebunk, ME 04043

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- Ⓢ ~~Change or Discontinue~~
- Ⓡ ~~Change Resulting In An Increase To A Customer's Bill~~
- Ⓛ ~~Moved From Another Tariff Location~~
- Ⓣ ~~None~~
- Ⓡ ~~Change Resulting In A Reduction To A Customer's Bill~~
- Ⓡ ~~Change In Law or Regulation But No Change In Rate or Charge~~

TARIFF FORMAT

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

Approved:

Effective: \_\_\_\_\_

Issued by:

Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
3 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to United Systems Access Telecom, Inc.

Commission - Refers to the South Dakota Public Utilities Commission.

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

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

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

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

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

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

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

---

Issued:

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

2 RULES AND REGULATIONS2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the state of South Dakota. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 2.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the South Dakota Public Utilities Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

2.2 Use of Service

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk or liability to Carrier, or is obtained through fraud or willful misrepresentation.

Issued:

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

**2. RULES AND REGULATIONS (Cont'd)**

2.2.6 Customer's services shall not be used to transmit impermissible content.

**2.3. Liability of Company**

2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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

2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

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

2.3.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.3.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

---

**Approved:**

Effective: \_\_\_\_\_

**Accepted by:**

Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Haddon Lane, Suite 200  
Keeneland, ME 04043

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

- 2.3.7 The Company shall not be liable for any damages resulting from delays in meeting any service date due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, and delays in actual construction work.
- 2.3.8 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.
- 2.3.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.
- 2.3.10 The Company is not liable for any claims for loss or damages involving
- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employer disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
  - C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff;
  - D. Any act or omission in connection with the provision of 911, E911 or similar services;
  - E. Any noncompletion of calls due to network busy conditions.
- 2.3.11 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- A. The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Bragdon Lane, Suite 200  
 Kennebunk, ME 04043



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

## 2.3.11 (Cont'd)

- B. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonresponsibility as may be provided by the other entities.
- C. Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.12 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.3.13 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.3.14 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.4 Responsibilities of the Subscriber

2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.

2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment, space, supporting structure, conduit and electrical power without charge to Carrier.

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

2. RULES AND REGULATIONS (Cont'd)2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.
- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

2.5 Cancellation or Interruption of Services2.5.1 General

- A. A service is interrupted when it becomes unusable to the Customer, e.g. the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

---

## 2. RULES AND REGULATIONS (Cont'd)

### 2.5 Cancellation or Interruption of Services (Cont'd)

#### 2.5.1 General (Cont'd)

- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

#### 2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

#### 2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Bragdon Lane, Suite 200  
 Kennebunk, ME 04043\_

2 RULES AND REGULATIONS (Cont'd)

2.6 Discontinuance of Service for Cause

- 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
  - A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
  - B. For violation of any of the provisions of this tariff;
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
  - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due on the date specified on the Customer's bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

2.8 Minimum Use Contracts

- 2.8.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.
- 2.8.2 Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

2 RULES AND REGULATIONS (Cont'd)

2.8 Minimum Use Contracts (Cont'd)

2.8.1 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action within thirty (30) days of the billing date:

2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)

2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the South Dakota Public Utilities Commission. The Commission's address is:

Public Utilities Commission  
Capitol Building, 1st Floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

---

**2 RULES AND REGULATIONS (Cont'd)****2.11 Deposits****2.12.1 Deposit Requirements**

Carrier may require from any Customer or prospective Customer a deposit to be held as a guarantee for the payment of charges in accordance with the rules and regulations of the Commission. Any applicant who is either not a previous Customer having established prompt payment record or whose credit record is not satisfactory may be required to pay a deposit. In its calculation of a Customers' creditworthiness, Carrier will use trading banking references, credit reports, and any other information pertinent to a Customers' credit. Any deposit required shall be confirmed in writing to the Customer no later than the time of the next billing.

**2.12.2 Amount of Deposit**

The amount of the deposit shall be in accordance with Commission regulations and shall not be more than two (2) months of usage of Carrier's services for any specific Customer. The amount of such usage may be estimated from past usage, the Customer's estimated anticipated usage, or Carrier's state average usage considering type and nature of service. The amount of deposit may exceed this total when services are provided for shorter periods of time or special occasions, and will not exceed an amount equal to two months charges. Interest on deposits held for thirty days or more will be paid at a rate of 7% per annum or as permitted under Commission rules.

**2.13 Telephone Surcharges/Taxes/Contributions**

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

**2.14 Minimum Call Completion Rate**

Carrier will ensure an industry standard blocking rate no greater than P.01.

**2.15 Promotions**

Carrier may from time to time offer promotional services, which are subject to tariff approval.

---

**Issued:** \_\_\_\_\_**Effective:** \_\_\_\_\_

**Issued by:** Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

3 RULES AND REGULATIONS (Cont'd)2.16 Automatic Number Identification Terms and Conditions

Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

2.17 Schools and Libraries Discount Program2.17.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

2 RULES AND REGULATIONS (Cont'd)2.17 Schools and Libraries Discount Program (Cont'd)2.17.1 General (Cont'd)

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.17.2 RegulationsA. Obligations of Eligible Schools and Libraries1. Requests for Service

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Services requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

A. Obligations of Carrier

1. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
2. Carrier will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Bragdon Lane, Suite 200  
 Kennebunk, ME 04043



1 RULES AND REGULATIONS (Cont'd)

2.17 Schools and Libraries Discount Program (Cont'd)

2.17.2 Regulations (Cont'd)

A. Obligations of Carrier (Cont'd)

- 3. In competitive bidding situations, Carrier may offer rates other than in this tariff, subject to South Dakota Public Utilities Commission approval.

2.17.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

2.18 Health Care Providers Support Program

2.18.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

2.18.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

3 RULES AND REGULATIONS (Cont'd)

2.18 Health Care Providers Support Program (Cont'd)

2.18.2 Regulations (Cont'd)

- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
  
- D. Responsibility of eligible health care providers
  - 1. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
  - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
  - 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
  - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

2.18.3 Responsibility of the Company

- 1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
- 2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

---

2. RULES AND REGULATIONS (Cont'd)2.18 Health Care Providers Support Program (Cont'd)2.18.4 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location.

1. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the state of South Dakota with a population of at least 50,000.

2.19 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

2.20 Blocking of Service

The Company's facilities can not be used to originate calls to Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or is otherwise in violation of this tariff.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

### 3. EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

#### 3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision to which the local telephone company sends a signal to the switch.

#### 3.2 Distance-Based Charges

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

$$\text{FORMULA} = \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

#### 3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

#### 3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (a) Day Rate Period - The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Evening Rate Period - The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

3. EXPLANATION OF RATES (Cont'd)

3.4 Time Periods for Rate Applicability (Cont'd)

- (c) Night Rate Period - The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (d) Holidays - On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (e) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

#### 4. DESCRIPTION OF SERVICES AND RATES

##### 4.1 1+ Long Distance Telecommunications Services

1+ long distance telecommunications services ("1+") consist of flat-rated direct dialed long distance services that allow Customers to place direct dialed calls to terminating locations within the Commonwealth. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in 30-6 second initial and 60 additional billing increments.

**\$0.099 Per Minute**

##### 4.2 800/888 Service (Toll free)

4.2.1 This service is a direct access, incoming only, usage sensitive WATS offering. This is a service whereby a Customer can be billed at reduced rates for calls to his premises.

**\$0.099 Per Minute**

**\$2.00 Per number/per month**

##### 4.3 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Any such specialized pricing arrangements will be filed with the Commission for prior approval.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

**Exhibit F**  
**Customer Change Notification**

# THIS MESSAGE IS IMPORTANT TRANSLATE IMMEDIATELY

## IMPORTANT NOTICE TO RESIDENTIAL TELEPHONE CUSTOMERS

¡EL REVERSO DE ESTE AVISO ES EN ESPAÑOL!

ESTA AVISO ES IMPORTANTE! TRADUZCA INMEDIATAMENTE

**Dear USA Telecom Customer,**

We would like to again welcome you to USA Telecom and answer some of the questions we have received about the transition between Essential.com and USA Telecom.

**Who is USA Telecom?**

USA Telecom is a nation-wide local phone competitor that serves residential customers.

**Why has my telephone service been switched to USA Telecom?**

USA Telecom has purchased the customer base of Essential.com's residential telephony business, and your account was included in that purchase.

**Why should I stay with USA Telecom?**

As a USA Telecom customer, we will be offering you many new ways to save against the standard monopoly rates including discounts for on-time payments, usage volume and loyalty. In addition, you will have the opportunity to enjoy many customer friendly services such as account prepay, pay-by-credit card options and other free or nominally priced telecommunications services while continuing to receive the lowest possible rates and the best possible customer service.

**Why does my new bill still say Log On America on it?**

USA Telecom is currently awaiting federal and local regulatory approval for the transition from Essential.com to USA Telecom. Until this process is complete, Essential.com will continue to be your service provider while USA Telecom will provide the support and care necessary for you to receive quality service.

**When should the transition be complete?**

As soon as federal and local regulators approve the USA Telecom's regulatory filings.

**Will my local service rates increase?**

No. Customers will receive the same rates as they currently do for Essential.com.



**How do I get a copy of USA Telecom's rates?**

After we receive regulatory approval, you may visit your state's Public Utility Commission's offices, visit our website at [www.usacsp.com](http://www.usacsp.com) or request a copy in writing from the address below. We will also be providing inserts with our bills that will keep you up-to-date and suggest the least expensive options for a variety of circumstances.

**Will I have to pay a fee to transfer from Essential.com to USA Telecom?**

No. There are no fees associated with the switch of your phone service to our company.

**Can I select a different local phone provider?**

Although we hope you enjoy our services, you may now or at any future time choose to switch to another provider with no penalty from USA Telecom.

**I have frozen my local carrier will this be a problem?**

Even if you have chosen to freeze Essential.com as your local provider your account will be transferred in the acquisition, unless you choose another local provider prior to the final transition. If you wish to freeze your account to USA Telecom please contact our Customer Care Department.

**What if I have a billing dispute and complaint in progress with Essential.com?**

Any complaint or billing dispute filed prior to September 1, 2001, will still be settled by Essential.com, and is separate from the sale of its customer base.

**How can I reach USA Telecom?**

Please feel free to contact us at any time at 1-888-872-9400, or by e-mail at [customercare@usacsp.com](mailto:customercare@usacsp.com)

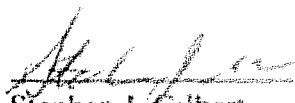
We hope this has answered some of your questions. If you have others please contact us. We look forward to continuing to serve as your local telephone provider.

Dan Kelley, Customer Care Manager  
USA Telecom  
5 Bragdon Lane, Suite 200  
Kennebunk, Maine 04043

**Exhibit G**  
**Verification**

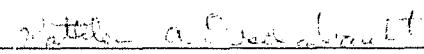
**VERIFICATION**

I Stephen J. Gilbert, being duly sworn, depose and state that I am an authorized representative of United Systems Access Telecom, Inc. ("USA Telecom, Inc."), the Applicant in the subject proceeding; that I am authorized to make this Verification on behalf of USA Telecom, Inc.; that I have read the foregoing application and exhibits and know the content thereof; that the same are true and correct to the best of my knowledge, information and belief

  
\_\_\_\_\_  
Stephen J. Gilbert  
President  
United Systems Access Telecom, Inc

State of Maine  
County of York

Subscribed and sworn to before me this 13<sup>th</sup> day of September, 2001

  
\_\_\_\_\_  
Notary Public **Kathleen A. Deschambault**  
Notary Public, State of ~~Maine~~  
My Commission Expires February 9, 2006

My Commission Expires: 2/9/2006

O'MELVENY & MYERS LLP  
400 SOUTH HOPE STREET  
LOS ANGELES, CALIFORNIA 90071  
(213) 430-8000

California State Bar  
State Bar of California  
Member No. 100000

520295

520295

VOID AFTER 90 DAYS

PAY TWO HUNDRED FIFTY AND 00/100

DATE AMOUNT

10/23/01 \*\*\*\*\*250.00

*Ch. S. [Signature]*

TO THE ORDER OF SOUTH DAKOTA PUBLIC UTILITIES  
COMMISSION  
500 EAST CAPITOL AVE., 1ST FL  
PIERRE, SD 57501-5090

161713

⑈ 5 20 29 5 ⑈ ⑆ 0 3 1 1 0 0 2 0 9 ⑆ 3 8 5 9 1 1 9 2 ⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

South Dakota Public Utilities Commission  
WEEKLY FILINGS  
For the Period of October 25, 2001 through October 31, 2001

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CT01-048** In the Matter of the Complaint filed by Gary and Rita Stewart, Sioux Falls, South Dakota, against Sprint Communications Company L.P. Regarding Unauthorized Switching of Services.

Complainants state that their long distance service was switched without their authorization. Complainants request that they be awarded \$1,000.00 for the unauthorized switch as allowed under South Dakota law. They also request compensation for the switching fees and payment for any and all expenses incurred to attend a hearing on this matter.

Staff Analyst: Mary Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 10/30/01  
Intervention Deadline: N/A

**TELECOMMUNICATIONS**

**TC01-164** In the Matter of the Application of Contact Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

On October 25, 2001, Contact Communications, Inc. filed an application seeking a Certificate of Authority to provide basic local exchange telecommunication services at locations in South Dakota served by Qwest. The applicant proposes to provide digital subscriber line (DSL) service to customers on a retail basis. The applicant also intends to act as a wholesaler of services to ISPs through reseller agreements.

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/25/01  
Intervention Deadline: 11/16/01

**TC01-165** In the Matter of the Analysis into Qwest Corporation's Compliance with Section 271(c) of the Telecommunications Act of 1996.

On October 25, 2001, Qwest Corporation filed with the Commission a Petition for Commission Recommendation That The Federal Communications Commission Grant Qwest Corporation Entry into The In-Region InterLATA Market Under Section 271 Of The Telecommunications Act Of 1996. Specifically, Qwest Corporation requests that this Commission find, based upon the records presented, that Qwest Corporation has met the competitive checklist and other requirements of 47 U.S.C. Section 271, which prescribe the mechanism by which Qwest Corporation may be found eligible to provide in-region interLATA services and rely upon that finding to provide a favorable recommendation to the Federal Communications Commission. In support of its petition, Qwest Corporation submitted 26 affidavits, a revised Statement of Generally Available Terms, and 7 Reports submitted in the Seven-Step Process.

Staff Analyst: Harlan Best  
Staff Attorney: Karen Cremer  
Date Docketed: 10/25/01



O'MELVENY & MYERS LLP

LOS ANGELES  
CENTURY CITY  
IRVINE SPECTRUM  
MENLO PARK  
NEWPORT BEACH  
NEW YORK

1650 Tysons Boulevard  
McLean, Virginia 22102  
TELEPHONE 703-277-1400  
FAX NUMBER 703-277-1404  
INTERNET WWW.OMYERS.COM

RECEIVED

November 15, 2001

VIA OVERNIGHT MAIL

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

William Bullard  
South Dakota Public Utilities Commission  
Capitol Building, 1st floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070

Re: United Systems Access Telecom, Inc.  
Application for Authority to Provide Telecommunications  
Services in South Dakota (Docket No. TC01-166)

Dear Mr. Bullard:

On behalf of United Systems Access Telecom, Inc. ("USA Telecom") and pursuant to Keith Senger's letter dated November 1, 2001, we hereby submit an original and ten (10) copies of this reply in the above-referenced docket. USA Telecom states as follows:

- (1) USA Telecom does not have customers in South Dakota and that the reference made in the original application before the Commission was a result of inaccurate data;
- (2) USA Telecom does not currently owe any Gross Receipts Tax as required by Chapter 49-1A of South Dakota law, and therefore is unable to make such payments;
- (3) Historical financial statements are not available at this time. As a result, the financial statements submitted with USA Telecom's application are pro-forma. We therefore request a waiver in accordance with AUSA 20:10:24:02(8) and further agree to be restricted from collecting any customer deposits and advance payments and from offering prepaid services. Also, USA Telecom's proposed tariff is revised to reflect compliance with those restrictions;

- (4) Please refer to the attached tariff for the revision increasing the bill dispute period in the second line of section 2.10 of the proposed tariff to 180 days;
- (5) Please refer to the attached tariff for the revision deleting the phrase "within thirty (30) days of the bill period" from the end of section 2.10 of the proposed tariff;
- (6) Please refer to the attached tariff for the revision adding the South Dakota Public Utilities Commission's toll free and hearing-impaired toll free phone numbers to section 2.10.2 of the proposed tariff;
- (7) Please refer to the attached tariff for the revision providing an explanation of the call completion rate discussed in §§ 2.14 and 3.3;
- (8) Please refer to the attached tariff for the revision deleting the last six lines in section 2.3.1 starting with "limited to the extension of allowances..." and replacing with "determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law" and also, deleting section 2.3.3, 2.3.7, 2.3.10 parts C, D and E, 2.3.11 parts A and C, 2.3.13, and 2.3.14.

Please date-stamp the enclosed extra copy and return it to us in the attached self-addressed, stamped envelope. Should you have any questions concerning this matter, please do not hesitate to contact the undersigned at (703) 287-2439.

Respectfully submitted,



Christine Davenport  
Counsel for United Systems Access Telecom, Inc.

Enclosure(s)

cc: Keith Senger, Utility Analyst  
Kelly Frazier, Staff Attorney  
Kathy Deschambault for Stephen J. Gilbert

---

\* Admitted in New Jersey only.

**UNITED SYSTEMS ACCESS TELECOM, INC.**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO INTEREXCHANGE TELECOMMUNICATIONS SERVICES  
WITHIN THE STATE OF SOUTH DAKOTA**

This tariff applies to interexchange telecommunications services furnished by United Systems Access Telecom, Inc. ("Carrier") in the state of South Dakota.

This tariff is on file with the South Dakota and copies may be inspected, during normal business hours, at Carrier's principal place of business, 5 Bragdon Lane, Suite 200, Kennebunk, ME 04043.

---

Issued: \_\_\_\_\_



Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043



CHECK PAGE

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

<u>PAGE</u>	<u>REVISION</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

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200

TABLE OF CONTENTS

Table Page	Original Page 1
Check Page	Original Page 2
Table of Contents	Original Page 3
Specials	Original Page 4
Local Access	Original Page 4
1 - Technical Terms and Abbreviations	Original Page 5
2 - Rules and Regulations	Original Page 6
3 - Explanation of Rates	Original Page 19
4 - Description of Services and Rates	Original Page 21

Issued

Effective: \_\_\_\_\_

Approved by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Dragon Lane, Suite 200  
 Kennebunk, ME 04043

SYMBOLS

The following are the only symbols used for the purposes indicated below

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF SYMBOLS

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between page 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 corrects the 3rd Revised Page 14. Because of various regulatory periods, districts, etc. the Commission follows its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect.
- C. Paragraph Numbering Sequence - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.

- 2
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1(a)
- 2.1.1.A.1(a).1
- 2.1.1.A.1(a).1.1
- 2.1.1.A.1(a).1.1.1

- D. Check Sheets - When a tariff filing is made with the Commission, an optional check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be an asterisk next to the check sheet if these are the only changes made to it in a filing. The asterisk remains the same, and correct revision levels on other pages. The tariff user should refer to the latest check sheet or look up a particular page in the most current on file with the Commission.

Issued: \_\_\_\_\_

Signature

Issued by: Stephen J. Galtieri  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Brandon Lane, Suite 200  
 Kennebunk, ME 04043

**7. DEFINITIONAL TERMS AND ABBREVIATIONS**

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

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

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

**Calling Card** - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

**Carrier or Company** - Refers to United Systems Access Telecom, Inc.

**Commission** - Refers to the South Dakota Public Utilities Commission.

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

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

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

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

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

**Term** - The time frame by which the Subscriber agrees to be served by the Carrier.

**User** - The person(s) utilizing Carrier's services.

---

Issued

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

## 1. GENERAL PROVISIONS

### 1.1 Application of Tariff

- 1.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the state of South Dakota. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 1.1.2 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 1.1.3 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.
- 1.1.4 At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff as approved by the South Dakota Public Utilities Commission. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering for the first contract Customer as specific in each individual contract.

### 1.2 Use of Service

- 1.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 1.2.2 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, threaten, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 1.2.3 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 1.2.4 Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 1.2.5 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 1.2.6 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.
- 1.2.7 Carrier's services may be denied for any use by Customer which is illegal, or poses an undue risk of liability to Carrier, or is obtained through fraud or willful misrepresentation.

Executed

Effective: \_\_\_\_\_

Executed by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 3 Drayden Lane, Suite 200  
 Kennebunk, ME 04043

Printed on 11/1/01

2. RULES AND REGULATIONS (Cont'd)

2.2.8 Carrier's services shall not be used to transmit impermissible content

2.3 Liability of Carrier

2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be determined in accordance with SDCL 49-13-1, 49-13-1.1 and any other applicable law.

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

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

2.3.4 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company that may be installed at the premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.3.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

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

- 2.3.7 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment that the Company does not furnish or for any act or omission of Customer or any other entity furnishing facilities or equipment used for or in conjunction with the Company's service.
- 2.3.8 The Company is not liable for any claims for loss or damages involving:
- A. Breach in the privacy or security of communications transmitted over the Company's facilities;
  - B. Injury to property or injury or death to persons, including claims for payments under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities.
- 2.3.9 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.
- A. The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonresponsibility as may be provided.

2.3 Liability of Carrier

- 2.3.10 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.4 Responsibilities of the Subscriber

- 2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's numbers which are not collect, third party, calling card, or credit card calls.

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Bragdon Lane, Suite 200  
 Kennebunk, ME 04043\_

2. RULES AND REGULATIONS (Cont'd)2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.2 The Subscriber is responsible for charges incurred for special construction and/or special facilities which the Subscriber requests and which are ordered by Carrier on the Subscriber's behalf.
- 2.4.3 If required for the provision of Carrier's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.4 The Subscriber is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Subscriber when required by Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.
- 2.4.5 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, require personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon written notice, terminate the Subscriber's service.

- 2.4.6 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.7 The Subscriber must pay for the loss through theft of any Carrier equipment installed at Subscriber's premises.
- 2.4.8 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.9 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.4.10 The Subscriber shall indemnify and save Carrier harmless from all liability incurred by Carrier as specified in Section 2.3 above, arising in connection with the provision of service by Carrier, and shall protect and defend Carrier from any suits or claims against Carrier and shall pay all expenses and satisfy all judgments rendered against Carrier in connection herewith. Carrier shall notify the Subscriber of any suit or claim against Carrier of which it is aware.

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_



7. RULES AND REGULATIONS (Cont'd)2.5 Cancellation or Interruption of Services

## 2.5.1 General

- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired.

## 2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. that was not reported to Carrier within thirty (30) days of the date that service was affected.

## 2.5.3 Application of Credits for Interruptions of Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, or on the usage of a fraction of a minute, shall in no event exceed an amount equal to the initial period charge provided for under this tariff.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

---

## 2. RULES AND REGULATIONS (Cont'd)

### 2.6 Discontinuance of Service for Cause

- 2.6.1 Without incurring liability, the Company may discontinue the provision of service to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted services:
- A. For nonpayment of any sum due to the Company for more than thirty (30) days after issuance of the bill for the amount due;
  - B. For violation of any of the provisions of this tariff;
  - C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services; or
  - D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

### 2.7 Billing Arrangements

- 2.7.1 The Subscriber will either be billed directly by Carrier or its intermediary, or charges will be included in the Subscriber's regular telephone bill pursuant to billing and collection agreements established by Carrier or its intermediary with the applicable telephone company.
- 2.7.2 Carrier will render bills monthly. Payment is due on the date specified on the Customer's bill.
- 2.7.3 Carrier may impose a late payment charge not to exceed 1.5% on any bill not paid by the date specified on the Customer's bill, which charge may only be assessed on outstanding balance. The Subscriber shall be responsible for all costs, incurred in the collection of unpaid charge or in any other action to enforce payments and/or obligations arising under this tariff. A charge of up to twenty dollars (\$20.00) may be imposed for returned checks.

### 2.8 Minimum Use Contracts

- 2.8.1 The Company may offer services which require a minimum use guarantee ("MUG") wherein the Subscriber agrees, in writing, to pay the minimum amount per period agreed to upon commencement of service. Subscribers falling below their MUG will be billed for the minimum amount due per period pursuant to the MUG agreement.
- 2.8.2 Should the Subscriber choose to terminate their contract prior to expiration of the term agreed to in the MUG agreement, the Subscriber will be liable for the minimum usage requirements contained in the contract multiplied by the number of months remaining in the term, unless Subscriber converts to another Company service with equal or greater term and minimum usage commitments. If no minimum usage requirements are specified in the contract, upon any early termination of Subscriber's contract, Subscriber will be liable for their monthly average usage (calculated over the last three full months immediately preceding the date of termination) multiplied by the number of months remaining in the term.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

2 RULES AND REGULATIONS (Cont'd)

2.8 Minimum Use Contracts (Cont'd)

2.8.3 The initial contract period for service under this section is one month. Subsequent contract periods shall be for additional one-month periods unless otherwise specified.

2.9 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Subscribers or Users.

2.10 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by Carrier within one hundred eighty (180) days after such bills are rendered. In the case of a billing dispute between the Subscriber and Carrier for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action:

- 2.10.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.10.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber may file an appropriate complaint with the South Dakota Public Utilities Commission. The Commission's address is:

Public Utilities Commission  
Capitol Building, 1st Floor  
500 East Capitol Avenue  
Pierre, SD 57501-5070  
1-800-332-1782  
TTY Through Relay South Dakota 1-800-877-1113

2.11 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

---

## 2. RULES AND REGULATIONS (Cont'd)

### 2.12 Deposits

Carrier will not require deposits from South Dakota customers in accordance with restrictions under South Dakota law.

### 2.13 Telephone Surcharges/Taxes/Contributions

In addition to the rates and charges applicable according to the rules and regulations of this tariff, various surcharges and taxes may apply to charges incurred by and billed to the customer on the monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges, contributions and taxes (however designated) (including without limitation universal service contributions, telephone relay service contributions, sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of the Company's services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

### 2.14 Minimum Call Completion Rate

Call completion rate (CCR) is the ratio of successfully completed calls to the total number of attempted calls. Carrier will ensure to maintain a blocking rate consistent with the industry standard.

### 2.15 Promotions

Carrier may from time to time offer promotional services, which are subject to tariff approval.

---

Issued: \_\_\_\_\_

Effective \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043

RULES AND REGULATIONS (Cont'd)216 Automatic Number Identification Terms and Conditions

Carrier will provide Automatic Number Identification ("ANI") associated with an intrastate service, by tariff, to any entity ("ANI recipient"), only under the following terms and conditions:

- (1) The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- (2) The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or services previously purchased by the telephone subscriber from the ANI recipient.
- (3) The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- (4) The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in (1) above, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.
- (5) Violation of any of the foregoing terms and conditions by any ANI recipient shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Carrier until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under the terms and conditions determined by the Commission.

217 Schools and Libraries Discount Program217.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

Issued:

Effective: \_\_\_\_\_

Issued by:

Stephen J. Gilbert  
 President and CEO  
 United Systems Access Telecom, Inc.  
 5 Bragdon Lane, Suite 200  
 Kennebunk, ME 04043

2 RULES AND REGULATIONS (Cont'd)2.17 Schools and Libraries Discount Program (Cont'd)2.17.1 General (Cont'd)

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

2.17.2 RegulationsA. Obligations of Eligible Schools and Libraries1. Requests for Service

- (a) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
- (b) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
- (c) Services requested will be used for educational purposes.
- (d) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

B. Obligations of Carrier

1. Carrier will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules are included as an attachment to this tariff.
2. Carrier will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

2. RULES AND REGULATIONS (Cont'd)2.17 Schools and Libraries Discount Program (Cont'd)2.17.2 Regulations (Cont'd)B. Obligations of Carrier (Cont'd)

3. In competitive bidding situations, Carrier may offer rates other than in this tariff, subject to South Dakota Public Utilities Commission approval.

2.17.3 Discounted Rates for Schools and Libraries

- A. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- B. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- C. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- D. The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

2.18 Health Care Providers Support Program2.18.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8. The FCC Rules are codified at 47 Code of Federal Regulations (C.F.R.) 54.601 *et. seq.*, and any amendments made thereto.

2.18.2 Regulations

- A. To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- B. Reduced rates are available only to the extent that they are funded by the federal universal service fund.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

2. RULES AND REGULATIONS (Cont'd)

2.18 Health Care Providers Support Program (Cont'd)

2.18.2 Regulations (Cont'd)

- C. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
  
- D. Responsibility of eligible health care providers
  - 1. Rural health care providers and consortia shall participate in a competition bidding process for all service eligible for reduced rates in accordance with any state and local procurement rules.
  
  - 2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  
  - 3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
  
  - 4. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
  
  - 5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

2.18.3 Responsibility of the Company

- 1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
  
- 2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_



---

2. RULES AND REGULATIONS (Cont'd)2.18 Health Care Providers Support Program (Cont'd)2.18.4 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location.

1. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in the state of South Dakota with a population of at least 50,000.

2.19 Individual Case Basis (ICB) Arrangements

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in this Tariff. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

2.20 Blocking of Service

The Company's facilities can not be used to originate calls to Information Provider caller-paid information services. The Company reserves the right to block services that violate its use service policies or is otherwise in violation of this tariff.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

3 EXPLANATION OF RATES

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

3.1 Timing of Calls

Billing for calls placed over the Company's network is based in part on the duration of the call. There shall only be timing for conversation time and there shall be no charge for uncompleted calls. Conversation time is defined as the elapsed time when two-way communication between the calling and called party is possible. The call ends when either the calling or called party hangs up. Timing begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch.

3.2 Distance-Based Charges

Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates.

FORMULA = 
$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.3 Minimum Call Completion Rate

Call completion rate (CCR) is the ratio of successfully completed calls to the total number of attempted calls. Carrier will ensure to maintain a blocking rate consistent with the industry standard.

3.4 Time Periods for Rate Applicability

The following time periods apply to rates for all services unless stated to the contrary in Section 4, following.

- (a) Day Rate Period - The Day Rate Period is 8 AM to, but not including, 5 PM Monday through Friday.
- (b) Evening Rate Period - The Evening Rate Period is 5 PM to, but not including, 11 PM Monday through Friday and 5 PM to, but not including, 11 PM Sunday.

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_

3. EXPLANATION OF RATES (Cont'd)

3.4 Time Periods for Rate Applicability (Cont'd)

- (c) Night Rate Period - The Night Rate Period is 12 Midnight to, but not including, 8 AM and 11 PM to Midnight Monday through Friday; All Day Saturday; and 12 Midnight to, but not including, 5 PM and 11 PM to Midnight Sunday.
- (d) Holidays - On Holidays, Evening Rates apply at all times, unless a lower rate would normally apply.
- (e) Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

---

Issued: \_\_\_\_\_

Effective: \_\_\_\_\_

Issued by: Stephen J. Gilbert  
President and CEO  
United Systems Access Telecom, Inc.  
5 Bragdon Lane, Suite 200  
Kennebunk, ME 04043\_\_

**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>UNITED SYSTEMS ACCESS TELECOM, INC. )</b>	<b>CERTIFICATE OF</b>
<b>FOR A CERTIFICATE OF AUTHORITY TO )</b>	<b>AUTHORITY</b>
<b>PROVIDE INTEREXCHANGE )</b>	
<b>TELECOMMUNICATIONS SERVICES IN )</b>	<b>TC01-166</b>
<b>SOUTH DAKOTA )</b>	

On October 26, 2001, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from United Systems Access Telecom, Inc. (USA Telecom).

USA Telecom proposes to offer resold interexchange telecommunication services in South Dakota. A proposed tariff was filed by USA Telecom. The Commission has classified long distance service as fully competitive.

On November 1, 2001, the Commission electronically transmitted notice of the filing and the intervention deadline of November 16, 2001, to interested individuals and entities. No petitions to intervene or comments were filed and at its December 12, 2001, meeting, the Commission considered USA Telecom's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that USA Telecom 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 20:10:24:02(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that USA Telecom has met the legal requirements established for the granting of a certificate of authority. USA Telecom has, in accordance with SDCL 49-31-3, 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 ARSD 20:10:24:02(8). The Commission approves USA Telecom's application for a certificate of authority, subject to the condition that USA Telecom not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that USA Telecom's application for a certificate of authority is hereby granted, effective December 26, 2001, subject to the condition that USA Telecom not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that the Commission finds good cause to waive ARSD 20:10:24:02(8). It is

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

Dated at Pierre, South Dakota, this 20<sup>th</sup> day of December, 2001.

<b>CERTIFICATE OF SERVICE</b>
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.
<i>Suzanne Kolbo</i> _____ Date <u>12/21/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

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

*Pam Nelson*  
\_\_\_\_\_  
PAM NELSON, Commissioner

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

---

## *CERTIFICATE OF AUTHORITY*

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

Authority was Granted effective as of December 26, 2001  
Docket No. TC01-166

*This is to certify that*

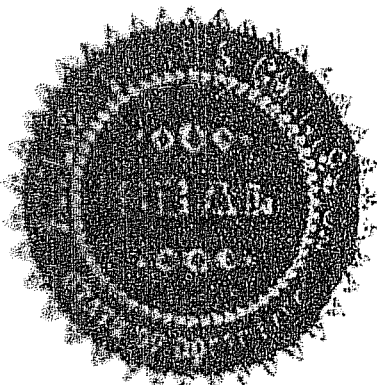
**UNITED SYSTEMS ACCESS TELECOM, INC.**

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

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 20<sup>th</sup> day of December, 2001.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



  
JAMES A. BURG, Chairman

  
PAM NELSON, Commissioner