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February 20, 2003

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FEB 21 2003

BY OVERNIGHT DELIVERY

Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building
Pierre, SD 57501

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: Joint Application of Teleglobe USA Inc. and Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) to Transfer the Certificate of Authority of Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)

Dear Ms. Bonrud:

On behalf of Teleglobe USA Inc. and Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota), enclosed please find an original and ten (10) copies of the above-referenced Application. Please find enclosed a check for \$250.00, made payable to the South Dakota Public Utilities Commission, to cover the requisite filing fee.

Also enclosed are an original and ten (10) copies of a Request for Confidential Treatment ("Request"). The Request seeks confidential treatment of Exhibit F to the Application which contains a *pro forma* financial statement. The *pro forma* financial statement is provided in a sealed envelope attached only to the original copy of the Request.

Please date-stamp the extra copy of this filing and return it in the enclosed self-addressed, stamped envelope. Should you have any questions please do not hesitate to contact Brett Ferenchak at (202) 424-7500.

Respectfully submitted,



Catherine Wang
Troy F. Tanner
Brett P. Ferenchak

Enclosure

cc: Charles A. Tievsky (Teleglobe)
Frederick M. Joyce (Alston & Bird)

BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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FEB 21 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

_____)
 Joint Application of)
)
 Teleglobe USA Inc.)
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 and)
)
 Teleglobe USA LLC d/b/a Teleglobe)
 USA LLC (South Dakota))
)
)
 To Transfer the Certificate of Authority)
 Of Teleglobe USA Inc. to)
 Teleglobe USA LLC)
 _____)

Docket No. _____

**JOINT APPLICATION TO
TRANSFER A CERTIFICATE OF AUTHORITY**

Teleglobe USA Inc. ("Old Teleglobe") and Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) ("New Teleglobe") (together, the "Applicants"), by their undersigned counsel and pursuant to Section 49-31-3 of the South Dakota Codified Laws and Section 20:10:24:04.01 of the Administrative Rules of South Dakota, hereby request that the Commission transfer Old Teleglobe's Certificate of Authority to New Teleglobe to enable the parties to consummate a transaction arising out of Old Teleglobe's bankrupt status. For reasons described more fully below, Applicants respectfully request that the Commission act expeditiously to grant the Application. In support of this Application, Applicants provide the following information:

I. THE APPLICANTS

A. Old Teleglobe

Old Teleglobe is a Delaware corporation located at 11495 Commerce Park Drive, Reston, Virginia, 20191, that provides international facilities-based and resold telecommunications services on a wholesale and retail basis throughout the United States. In South Dakota, Old Teleglobe is authorized to provide intrastate interexchange telecommunications services pursuant to a Certificate of Authority granted by the Commission in Docket No. TC99-004 on April 8, 1999. Old Teleglobe, however, does not currently provide intrastate service to customers in South Dakota. Old Teleglobe is an indirect, wholly-owned subsidiary of Teleglobe Inc., a provider of international telecommunications services in Canada and various other countries. Teleglobe Inc. is a corporation organized under the laws of Ontario, Canada.

On May 15, 2002, Teleglobe Inc. and certain of its affiliates, including Old Teleglobe (collectively, the “Canadian Debtors”), applied for an order in the Ontario Superior Court of Justice pursuant to the Companies’ Creditors Arrangement Act of Canada (“CCAA”), R.S.C. 1985, c. C-36, commencing a restructuring proceeding and providing Teleglobe Inc. and its subsidiaries protection against creditor actions while they formulate a restructuring plan.

On May 28, 2002, Old Teleglobe and Teleglobe Inc.’s other U.S. subsidiaries filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code, 11 U.S.C. 101-1330, in the U.S. Bankruptcy Court for the District of Delaware.¹ Old Teleglobe’s and the other U.S. subsidiaries of Teleglobe Inc.’s Chapter 11 cases (the “US Chapter 11 Proceedings” and together with the CCAA Proceedings, the “Bankruptcy Proceedings”) have been consolidated for procedural purposes and are being administered jointly.

¹ *In re Teleglobe Communications Corp., et. al.*, Chap. 11 Case No. 02-11518 (MFW) (Bankr. Del., May 28, 2002).

As part of the Bankruptcy Proceedings, Teleglobe Inc., Old Teleglobe, and their affiliates are undergoing a reorganization (the “Teleglobe Reorganization”) which, among other steps, involves the transfer and sale of Old Teleglobe’s telecommunications assets and businesses in the United States. On October 10, 2002, the Bankruptcy Court entered an Order finding that TLGB’s affiliates had submitted the highest and best offer for the U.S. assets of Teleglobe Inc. and its U.S. debtor subsidiaries (the “Sale Order”). The Sale Order also authorized Teleglobe Inc. and its U.S. subsidiaries, including Old Teleglobe, to consummate the transaction subject to receipt of regulatory approvals. A copy of the Sale Order is attached as Exhibit A.

B. New Teleglobe

New Teleglobe is a newly-formed limited liability company organized under the laws of the State of Delaware for the purpose of carrying out the transaction described herein. Currently, New Teleglobe is a wholly-owned subsidiary of Old Teleglobe. Following consummation of the proposed transaction, New Teleglobe will be a wholly-owned subsidiary of TLGB (TLGB’s ownership is discussed in subsection C below). New Teleglobe, as the successor of Old Teleglobe, will acquire substantially all of Old Teleglobe’s assets, as well as much of the experience of its senior personnel in providing telecommunications services. New Teleglobe’s principal place of business will be 1000 de la Gauchetiere West, Montreal, Quebec H3B 4X5, Canada.

C. TLGB

TLGB is a Delaware holding company that, after consummation of the proposed transaction, will be the direct parent company of New Teleglobe. TLGB is an indirect wholly-owned subsidiary of Teleglobe International Holding Ltd. (“TIH”), a newly-formed Bermuda corporation.

The majority owners of TIH are four investment funds that are affiliated with Cerberus Capital Management, LP (“Cerberus”). Cerberus is a private equity fund based in New York that manages over \$8 billion in assets, including investments in the technology and telecommunications sectors. The Cerberus funds are controlled by Stephen Feinberg, a U.S. citizen who is CEO of Cerberus.

Each of the four Cerberus funds will have at least a 10%, but less than a 50%, ownership interest in TIH. The precise ownership interests of each of the funds will not be known until shortly before closing of the proposed transaction. Collectively, however, the funds will have a greater than 50% ownership interest in TIH, and therefore will be the majority owners and controlling entities with respect to TIH.

II. SUMMARY OF TRANSACTION

In furtherance of the Teleglobe Reorganization, on September 19, 2002, Teleglobe, together with certain of its subsidiaries, including Old Teleglobe, (collectively “Sellers”) and TLGB’s affiliate, TLGB Acquisition LLC, executed a purchase agreement (the “Purchase Agreement”) and certain ancillary agreements.² Pursuant to those agreements, Old Teleglobe formed a limited liability company under the laws of Delaware, New Teleglobe, as a wholly-owned subsidiary of Old Teleglobe. Immediately prior to the closing of the proposed transaction, Old Teleglobe will assign substantially all of its assets, including its South Dakota operating assets and Certificate of Public Convenience and Necessity to New Teleglobe. At closing, Old Teleglobe will then transfer 100% of the stock of New Teleglobe to TLGB. As a result of the transaction, New Teleglobe will succeed to the current business and operations of Old Teleglobe and will exist as a wholly-owned subsidiary of TLGB. An illustrative chart of the

² A copy of the Purchase Agreement will be provided upon request.

Teleglobe Reorganization, including the pre- and post-reorganization corporate structure, is attached as Exhibit B. Applicants expect to consummate the proposed transaction as soon as all of the necessary regulatory approvals are obtained. Applicants therefore request expedited treatment of this Application.

III. REQUEST FOR EXPEDITED TREATMENT

The proposed transaction is an important component of the Teleglobe Reorganization and timely securing necessary regulatory authorities is key to stabilizing the assets to be sold. Accordingly, the Applicants request that the Commission commence its review of this Application immediately. Given the magnitude of Teleglobe's bankruptcy and its far-reaching effects, it is in the interest of all parties – Teleglobe, Teleglobe USA, their customers, creditors, employees, and TLGB – that the reorganization process be completed quickly. The Parties have been mindful of the need to structure a transaction and proceed as quickly as possible to avoid any confusion or inconvenience to customers. The public interest would therefore support commencement of the review process at this time.

IV. INFORMATION REQUIRED BY SECTION 20:10:24:02 OF THE ADMINISTRATIVE RULES

1. 20:10:24:02(1) – Name, Address and Telephone Number of New Teleglobe: New Teleglobe's legal name is Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota). New Teleglobe maintains its principal place of business at:

1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada
Tel: 514-868-7788
Fax: 514-868-7234

Correspondence or communications pertaining to this Application should be directed to

Applicants' attorneys of record:

Catherine Wang
Troy F. Tanner
Brett P. Ferenchak
Swidler Berlin Shereff Friedman, LLP
3000 K Street, N.W. Suite 300
Washington, DC 20007-5116
Tel: 202-424-7500
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Email: CWang@swidlaw.com
TFTanner@swidlaw.com
BPFerenchak@swidlaw.com

with a copy to:

Charles Tievsky
Assistant General Counsel
Teleglobe USA Inc.
11495 Commerce Park Drive
Reston, Virginia 20191
Tel: 703-755-2430
Fax: 703-755-2619
Email: Chuck.Tievsky@teleglobe.com

For TLGB:

Frederick M. Joyce
Alston & Bird LLP
601 Pennsylvania Avenue, N.W.
North Building, 10th Floor
Washington, DC 20004
Tel: 202-756-3300
Fax: 202-756-3333
Email: RJoyce@alston.com

with a copy to:

Lilian C. Opdam
General Counsel
TLGB Corporation
1000 de La Gauchetiere West
Montreal, Quebec H3B 4X5, Canada
Tel: 514-868-7788
Fax: 514-868-7234
Email: Lilian.C.Opdam@teleglobe.ca

2. 20:10:24:02(2) – Name under which service will be provided: New Teleglobe will provide the proposed services under the name “Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota).”

3. 20:10:24:02(3) – Legal organization:

a. 20:10:24:02(3)(a) – State of organization, date of organization, and authority to transact business in South Dakota: New Teleglobe is a limited liability company organized under the laws of Delaware on December 19, 2002. A copy of New Teleglobe’s Certificate of Formation is attached hereto as Exhibit C. New Teleglobe’s Certificate of Authority to Transact Business in South Dakota is attached hereto as Exhibits D.

b. 20:10:24:02(3)(b) – Location of principal office in South Dakota and registered agent: New Teleglobe does not currently have an office in South Dakota. New Teleglobe’s registered agent in South Dakota is:

Corporation Service Company
503 South Pierre Street
Pierre, SD 57501

c. 20:10:24:02(3)(c) – Ownership and management interest: New Teleglobe is a direct subsidiary of TLGB Corporation (“TLGB”). Information about the ownership of TLGB is provided in Subsection C of Section II.

Post-Closing of the above-referenced transaction, New Teleglobes's expected officers will be:

Liam Strong, Chairman and Chief Executive Officer
Serge Fortin, Chief Operating Officer
Rick Willett, Vice President of Operations
Jean-Pierre Gratton, Vice President – Sales, Americas
Henri Alexandre, Vice-President - Engineering
Allan Chan, Vice President - Global Traffic Operations

All officers can be reached at New Teleglobe's principal place of business.

Applicants expect that much of the current personnel of Old Teleglobe will continue their duties at New Teleglobe after the closing of the proposed transaction. Biographies of some of the key post-Closing personnel are provided in Exhibit E.

4. 20:10:24:02(4) – Partnership information: New Teleglobe is not a partnership.
5. 20:10:24:02(5) – Proposed services: New Teleglobe seeks authority to provide similar interexchange telecommunications services current offered by Old Teleglobe.
6. 20:10:24:02(6) – Facilities to be used to provide services: New Teleglobe is in the process of identifying and taking steps to secure appropriate agreements and service arrangements that need to be established in order for New Teleglobe to operate.
7. 20:10:24:02(7) – Geographic area to be served: New Teleglobe plans to provide intrastate interexchange telecommunications services to subscribers to and from all points in South Dakota, and, therefore, seek statewide authorization. Since New Teleglobe seeks to provide statewide service, New Teleglobe has not included a map showing proposed service areas.

20:10:24:02(8) – Financial qualifications and tariff: As a newly-formed company, New Teleglobe does not have the financial information required by Section 20:10:24:02(8). Instead, New Teleglobe is submitting, under seal, a *pro forma* financial statement. This *pro forma* financial statement is being submitted as Exhibit F to this Application with a Request for Confidential Treatment. These financial statements demonstrate that New Teleglobe is financially qualified to operate as a telecommunications provider in its own right and to meet the qualifications of the Commission.

New Teleglobe intends to offer similar services as Old Teleglobe. Therefore, New Teleglobe is adopting a tariff similar to the current, effective interexchange tariff of Old Teleglobe. New Teleglobe's proposed tariff is attached as Exhibit G.

8. 20:10:24:02(9) – Complaint contact, regulatory contact, and handling of billing and customer service matters: New Teleglobe's regulatory contact for the Commission is:

Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada
Tel: 514-868-7788
Fax: 514-868-7234
Email: Lilian.C.Opdam@teleglobe.ca

For purposes of referring consumer inquiries, the contact information is:

Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada
Tel: 514-868-7788
Fax: 514-868-7234
Email: Lilian.C.Opdam@teleglobe.ca

Customers will be billed directly by New Teleglobe.

9. 20:10:24:02(10) – Current authority to provide service: New Teleglobe is not currently authorized to offer similar telecommunications services in any state, but is seeking authorization to acquire the assets and operating authority of Old Teleglobe in all fifty states and the District of Columbia.

10. 20:10:24:02(11) – Marketing: New Teleglobe initially intends to primarily target its marketing to other carriers throughout the State of South Dakota.

11. 20:10:24:02(12) – Cost support: The services that New Teleglobe has proposed herein are competitive services; therefore, New Teleglobe has not provided cost support for the rates shown in its tariff.

12. 20:10:24:02(13) – Federal tax identification number: New Teleglobe’s federal tax identification number is 61-1434508.

13. 20:10:24:02(14) – Slamming and cramming complaints: No complaints regarding slamming or cramming have been filed against New Teleglobe in any jurisdiction.

20:10:24:02(15) – Other information: The proposed transaction is in the public interest because it will lead to the emergence of a stronger and better-financed competitor in the South Dakota telecommunications market. Under TLGB’s ownership, New Teleglobe will be able to operate in a more efficient and economical manner and will have better access to capital needed to maintain and grow New Teleglobe’s competitive telecommunications business. TLGB’s acquisition of Teleglobe’s business will permit New Teleglobe to continue to provide the high quality services that Old Teleglobe currently offers to its customers throughout the United States. This will enhance competition and serve the public interest. Moreover, the transaction will not adversely affect South Dakota consumers. Therefore, the Commission should approve the transaction.

A. The Proposed Transaction Will Enhance Competition By Ensuring The Continued Viability Of New Teleglobe

Commission approval of the proposed transaction will serve the public interest by ensuring the continued viability of an important competitive provider of telecommunications services. Over the last few years numerous competitive carriers have been forced out of the telecommunications market. As a result, consumers and businesses have fewer competitive choices of telecommunications providers. The success of New Teleglobe, as the successor to Old Teleglobe, is critical to maintaining a competitive telecommunications market throughout the United States, including in South Dakota.

The current financial condition of Old Teleglobe and its affiliates prevents Old Teleglobe from competing effectively for new customers. By transferring control of Old Teleglobe to TLGB, the proposed transaction will help remedy the financial problems that Old Teleglobe faces and allow it to continue to offer high-quality, competitively priced telecommunications facilities and services in the United States, including to South Dakota consumers in the future. This will benefit consumers by ensuring reasonable market prices.

B. New Teleglobe Is Qualified To Acquire Old Teleglobe's Telecommunications Assets and to Provide Telecommunications Services in South Dakota

Old Teleglobe has previously obtained a Certificate of Public Convenience and Necessity from the Commission. Thus, its qualifications to provide telecommunications services are a matter of public record. New Teleglobe, as the successor of Old Teleglobe, will obtain its assets and operations as well as much of the substantial knowledge and expertise of Old Teleglobe in providing telecommunications services. At the same time, the proposed transaction will give New Teleglobe an improved capital structure that will ensure that New Teleglobe will be able to compete effectively in South Dakota.

As discussed above, following the consummation of the proposed transaction, New Teleglobe will be ultimately controlled by four investment funds affiliated with Cerberus Capital Management, LP. Cerberus is a private equity fund based in New York that manages over \$8 billion in assets, including investments in the technology and telecommunications sectors.

As a result, following the consummation of the proposed transaction, New Teleglobe will benefit from continued assistance from some of the key personnel of Old Teleglobe, while also recruiting new qualified business people with relevant backgrounds into New Teleglobe's management team. New Teleglobe also will gain access to the experience and financial strength of TLGB and Cerberus. New Teleglobe thus will have the managerial, technical, and financial resources necessary to operate in South Dakota.

C. The Proposed Transaction Will Not Adversely Affect the South Dakota Consumers or Operations of Old Teleglobe

The proposed transaction will result in the creation of New Teleglobe and its immediate transfer of control to TLGB. As discussed above, Applicants expect that much of the senior management of Old Teleglobe will continue their duties at New Teleglobe after the closing of the proposed transaction. Old Teleglobe's qualified consumer representatives will continue to serve New Teleglobe. Applicants do not anticipate any changes to the rates, terms and conditions currently offered by Old Teleglobe. In short, Applicants expect that consumers will notice few or no changes in the services that are available from Old Teleglobe as a result of the proposed transaction. Therefore, the Commission should approve the proposed transfer of Teleglobe USA's Certificate of Authority to New Teleglobe.

WHEREFORE, Teleglobe USA Inc. and Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) request that the South Dakota Public Utilities Commission grant the instant Application and transfer the Certificate of Authority of Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota).

Respectfully submitted,



Catherine Wang, Esq.

Troy F. Tanner, Esq.

Brett P. Ferenczak, Esq.

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3000 K Street, N.W., Suite 300

Washington, D.C. 20007-5116

(202) 424-7500 (Tel)

(202) 424-7645 (Fax)

Counsel for Applicants

Dated: February 20, 2003

LIST OF EXHIBITS

Exhibit A	Sale Order
Exhibit B	Illustrative Chart of Reorganization
Exhibit C	Certificate of Formation of New Teleglobe
Exhibit D	Authority to Transact Business in South Dakota
Exhibit E	Proposed Management Biographies
Exhibit F	<i>Pro Forma</i> Financial Statement (Submitted Under Seal)
Exhibit G	Proposed Tariff
Verifications	

EXHIBIT A

Sale Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re: :
: Chapter 11
TEGLOBE COMMUNICATIONS :
CORPORATION, a Delaware - : **Jointly Administered**
corporation, et al.,¹ : **Case No. 02-11518 (MFW)**
: :
Debtors. :

**ORDER PURSUANT TO SECTIONS 105(a), 363(b) AND (f), AND 1146(c)
OF THE BANKRUPTCY CODE AUTHORIZING DEBTORS TO
CONSUMMATE PURCHASE AGREEMENT WITH TLGB ACQUISITION LLC**

Upon the motion dated June 10, 2002 (the "Sale Motion"), of the above-captioned debtors and debtors in possessions (each a "Debtor" and collectively, the "Debtors"), for, among other things, authority, pursuant to sections 105(a), 363(b) and (f), and 1146(c) of the Bankruptcy Code, to sell, pursuant to a Purchase Agreement dated September 18, 2002 (the "Purchase Agreement"), among certain Debtors² (the "US Debtor Sellers") and certain non-Debtor affiliates of the Debtors³ (collectively, the "Sellers") and the Successful Bidder,⁴ the Core Business and Purchased Assets (as such terms are defined in the Purchase Agreement, the "Core Business and Purchased Assets") free and clear of liens, claims and encumbrances to the Successful Bidder in accordance with the terms of the Purchase Agreement and the agreements and transactions contemplated thereby (the "Sale Transaction"), as more fully described in the Sale Motion, the Transaction Motion and the Purchase Agreement; and TLGB Acquisition LLC

¹ The Debtors are the following eleven entities: Teleglobe Communications Corporation, Teleglobe USA Inc., Optel Telecommunications, Inc., Teleglobe Holdings (U.S.) Corporation, Teleglobe Marine (U.S.) Inc., Teleglobe Holding Corp., Teleglobe Telecom Corporation, Teleglobe Investment Corp., Teleglobe Luxembourg LLC, Teleglobe Puerto Rico Inc. and Teleglobe Submarine Inc.

² The selling Debtors are Teleglobe Communications Corporation, Teleglobe USA Inc. and Optel Telecommunications, Inc.

³ The Sellers that are debtors in the Canadian Proceedings are referred to as the "Canadian Debtor Sellers."

⁴ Capitalized terms utilized herein not otherwise defined shall have the meanings ascribed to them in the Sale Motion.

(including any designated affiliate or affiliates thereof, collectively, the "Buyer") having been determined to be the Successful Bidder by submitting the highest and best offer for the Core Business and Purchased Assets; and

Upon the orders of the Canadian Court, dated June 4, 2002 and October 2, 2002, respectively, (i) authorizing the Global Bidding Process and approving the Bidding Procedures; and (ii) approving the Sale Transaction, including the sale of the Core Business and Purchased Assets to the Buyer (to the extent held by the Canadian Debtor Sellers), including, but not limited to, entering into and performing under the Interim Management Agreement in substantially the form attached as Exhibit F to the Purchase Agreement (the "Interim Management Agreement") and performing any obligations (to the extent required pursuant to the agreements executed in connection with the Sale Transaction) with respect to the UK Interim Management Agreement in substantially the form attached as Exhibit F-1 to the Purchase Agreement (the "UK Interim Management Agreement") prior to the closing of the Sale Transaction; and

Upon this Court's prior order, dated June 24, 2002 (the "Procedures Order"): (i) authorizing the Global Bidding Process, (ii) approving the Bidding Procedures, (iii) fixing notice procedures and approving the form of notice, and (iv) establishing procedures for setting a date for the Sale Hearing; and

Due notice of the Sale Motion, Sale Transaction, Procedures Order, Global Bidding Process and Sale Hearing having been given to all parties entitled thereto in accordance with the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and the Procedures Order, as evidenced by the affidavits and certificates of service and publication filed with this Court (the "Affidavits"); and the Sale Hearing having been held before this Court on October 9,

2002, at which time parties in interest were afforded an opportunity to be heard; and upon all of the proceedings had before the Court and the evidence received in connection therewith;

NOW, THEREFORE, upon the entire record of the Sale Hearing and these cases; and after due deliberation thereon; and good cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED THAT:⁵

1. This Court has jurisdiction to hear and determine the Sale Motion pursuant to 28 U.S.C. §§ 157 and 1334.

2. Determination of the Sale Motion is a core proceeding under 28 U.S.C. §§ 157(b)(2)(A) and (N). The statutory predicates for the relief requested herein are sections 105(a), 363(b) and 1146(c) of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, and 6006.

3. Proper, timely, adequate and sufficient notice of the Sale Motion, Sale Transaction, Sale Hearing and Global Bidding Process has been provided in accordance with section 102(1) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, and 6006 and the Procedures Order, and no other or further notice of the Sale Motion, Sale Transaction, Sale Hearing and Global Bidding Process or the entry of this Order is required.

4. A reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion has been afforded to all interested persons and entities, including (i) the Official Committee of Unsecured Creditors (the "Creditors' Committee") appointed in these chapter 11 cases; (ii) the Office of the United States Trustee for the District of Delaware; (iii)

⁵ Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Bankruptcy Rule 7052.

counsel to the Debtors' postpetition lender; (iv) counsel to the lenders under the Canadian Credit Facility; (v) counsel to the Informal Committee of Noteholders; (vi) counsel to Bank of Montreal; (vii) counsel to the Monitor; (viii) all parties who have made written expressions of interest in acquiring the Core Business within two (2) months prior to the date of the Procedures Order; (ix) all parties submitting bids for the Core Business in accordance with the Global Bidding Process; (x) all appropriate federal, state and local taxing authorities; (xi) any party asserting a lien on the US Debtor Sellers' assets; (xii) the Federal Communications Commission; and (xiii) all parties having filed a notice of appearance in the Debtors' chapter 11 cases pursuant to Bankruptcy Rule 2002.

5. The Debtors and the Monitor have full power and authority to consummate the Sale Transaction pursuant to the terms of the Purchase Agreement and all other documents contemplated thereby, and no consents or approvals, other than those expressly provided for in the Purchase Agreement (including the schedules thereto), including without limitation, the Interim Management Agreement and UK Interim Management Agreement, are required for the Debtors and the Monitor to consummate such transactions.

6. The Sale Transaction reflects the exercise of the Debtors' sound business judgment.

7. Approval of the Sale Transaction and the consummation of the transactions contemplated thereby, are in the best interests of the Debtors, their estates and parties in interest. Good and sufficient business justification for consummating the Sale Transaction pursuant to sections 105(a), 363(b) and 1146(c) of the Bankruptcy Code, has been established in that, among other things:

- (a) The Teleglobe Companies' intention to proceed with an expedited sales process was outlined to major creditor groups prior to the initiation of the Canadian Proceedings, the Ancillary Proceedings and the commencement of these chapter 11 cases;
- (b) The Teleglobe Companies, with the assistance of Lazard, have marketed the Core Business since the last week of April of 2002 (the "Marketing Period"). The parties likely to have an interest in the Core Business were identified and discussions were had with parties who expressed interest. Lazard contacted over 30 eligible parties during the Marketing Period and established the Data Room to allow parties to conduct due diligence. Approximately 13 interested parties conducted due diligence in the Data Room with respect to the entire Core Business and approximately 12 other interested parties conducted due diligence in the Data Room with respect to portions of the Core Business;
- (c) The value of the Core Business and Purchased Assets is unlikely to appreciate with time in a restructuring proceeding. The critical nature of telecommunication services is not conducive to maintaining customers in an uncertain environment. Retaining revenue in any type of protracted restructuring with an uncertain outcome is extremely difficult; and
- (d) The Global Bidding Process and Bidding Procedures provided a forum in which the potential for conflicts of interest was addressed and maximized the likelihood that potential purchasers would participate in the process.

8. The terms and conditions of each of the Purchase Agreement, Interim Management Agreement and UK Interim Management Agreement are fair and reasonable. The purchase price under the Purchase Agreement (the "Purchase Price") represents the highest and best offer for the Core Business and Purchased Assets and is fair and constitutes reasonably equivalent value for the Core Business and Purchased Assets.

9. The Global Bidding Process was conducted without collusion and in good faith. Each of the Purchase Agreement, Interim Management Agreement and UK Interim Management Agreement was negotiated, proposed and entered into by the parties without collusion, in good faith, and from arm's length bargaining positions. The Buyer is not affiliated

with any of the Debtors and is a purchaser in good faith of the Core Business and Purchased Assets (to the extent held by the US Debtor Sellers) and, as such, is entitled to the protections afforded thereby by section 363(m) of the Bankruptcy Code. None of the Debtors, the Monitor or the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement and the transactions contemplated thereby to be avoided under section 363(n) of the Bankruptcy Code.

10. The transfer by the US Debtor Sellers of the Core Business and Purchased Assets (to the extent held by the US Debtor Sellers) to the Buyer pursuant to the Purchase Agreement (a) will be a legal, valid and effective transfer of property or rights in, of or to the Core Business and Purchased Assets (to the extent held by the US Debtor Sellers) to the Buyer, and (b) except as provided in the Purchase Agreement, such rights of, to or in the Core Business and Purchased Assets (to the extent held by the US Debtor Sellers) will vest the Buyer with good and marketable title to the Core Business and Purchased Assets (to the extent held by the US Debtor Sellers), free and clear of all liens, claims, interests, and encumbrances under section 363(f) of the Bankruptcy Code.

11. Except as provided in the Purchase Agreement, Interim Management Agreement or UK Interim Management Agreement, consummation of the Sale Transaction does not and will not subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against the Debtors, any affiliate of the Debtors, or any other person by reason of such transfers and assignments under the laws of the United States, any state, territory or possession applicable to

such transactions; provided, however, the Buyer shall be liable for payment of the Assumed Liabilities as provided in the Purchase Agreement.

12. All of the provisions of this Order and the Purchase Agreement are nonseverable and mutually dependent.

13. The relief requested in the Sale Motion is in the best interests of the Debtors, their estates and parties in interest.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Sale Motion be, and it hereby is, granted in its entirety; provided, however, the Debtors shall file one or more Motions to approve the assumption and assignment of the Assigned Contracts and Leases to the Buyer pursuant to the Purchase Agreement (the "Assumption Motion(s)") and one or more Motions to reject those contracts and leases designated as contracts and leases to be rejected by the Buyer pursuant to the Purchase Agreement.

2. All objections, if any, to the Sale Motion or the relief requested therein or the sale of the Core Business and Purchased Assets (to the extent held by the US Debtor Sellers) to the Buyer pursuant to the terms and conditions of the Purchase Agreement, or the entry into the Interim Management Agreement that have not been withdrawn, waived, or settled, and all reservations of rights included therein, are overruled on the merits.

3. The Sale Transaction and the terms and conditions and transactions contemplated by the Purchase Agreement, including, but not limited to, (i) the sale of the Core

Business and Purchased Assets (to the extent held by the US Debtor Sellers) to the Buyer; (ii) the assumption of the Assumed Liabilities (other than Assumed Liabilities under the Assigned Contracts and Leases) by the Buyer; and (iii) the execution of the Interim Management Agreement, are hereby authorized and approved in all respects, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code.

4. The terms and conditions of the Interim Management Agreement (to the extent such relate to the US Debtor Sellers) and the UK Interim Management Agreement (to the extent such relate to the US Debtor Sellers), including, without limitation, the exercise of all rights by the Manager (as defined in each of the Interim Management Agreement and the UK Interim Management Agreement) and all other rights and authority granted to the Manager therein are hereby approved.

5. The Debtors and the Buyer are hereby authorized to take all steps necessary or incidental to implementing the Migration Transactions (as defined in the Purchase Agreement) relating to the Debtors' voice and related data telecommunications business described as the Core Business in the Purchase Agreement, as contemplated by the Purchase Agreement and the Interim Management Agreement, and any and all such steps taken by the Debtors or the Buyer in furtherance of such Migration Transactions relating to the Core Business to date, be and the same are hereby approved.

6. The sale of the Core Business and Purchased Assets may be directly by the US Debtor Sellers or indirectly by one or more Newcos (as described in the Purchase Agreement), the assumption of the Assumed Liabilities may be directly from the US Debtor

Sellers or indirectly from one or more Newcos, and either the US Debtor Sellers or any Newcos, or a combination thereof, as appropriate, may execute the Interim Management Agreement.

7. The Purchase Agreement is hereby approved in all respects. Pursuant to section 363(b) of the Bankruptcy Code, the US Debtor Sellers are hereby authorized, directed and empowered to fully assume, perform under, consummate and implement the Purchase Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Purchase Agreement and the transactions contemplated thereby, and to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer or reducing to possession any or all of the Purchased Assets or Assumed Liabilities, or as may be necessary or appropriate to the performance of the US Debtor Sellers' obligations as contemplated by the Purchase Agreement without any further corporate action or orders of this Court.

8. Except as provided in the Purchase Agreement in connection with the Assumed Liabilities, pursuant to sections 105(a) and 363(f) of the Bankruptcy Code, upon the closing under the Purchase Agreement, the Core Business and Purchased Assets owned by the US Debtor Sellers shall be transferred to the Buyer, directly by the US Debtor Sellers or indirectly by one or more Newcos, free and clear of all pledges, liens, judgments, demands, encumbrances, easements, restrictions or charges of any kind or nature if any, including, but not limited to, any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership (the "Liens"), with all such Liens to attach to the portion of the net proceeds, to be allocated at a later time among the Sellers, of the Sale Transaction (collectively, without taking into account any allocation, the "Sale Proceeds") in the order of their priority, with the same validity, force and effect which they now have as against the Purchased Assets, all

subject to the rights, claims, defenses and objections, if any, of the Debtors and all interested parties with respect to such Liens.

9. Nothing in this Order shall be deemed an adjudication of the extent, validity or priority of any Liens asserted in or against the Purchased Assets.

10. All Sale Proceeds shall be held in a segregated account pending further order of the Canadian Court and this Court.

11. The Sale Proceeds shall be allocated among the Sellers by the Telelobe Companies, including the US Debtor Sellers, at a later time. The right of the Creditors' Committee and lending syndicate under the Debtors' prepetition credit facility to object to any proposed allocation of the Sale Proceeds is hereby reserved until such time and this Court shall not be bound by any prior determination of the Canadian Court as to the appropriate allocation of the Sale Proceeds.

12. Any breakup fee or expense reimbursement to which the Buyer may become entitled (including the Breakup Fee and Expense Reimbursement (each as defined in the Purchase Agreement)) shall be the sole obligation of Telelobe Inc., shall not be paid (in whole or in part) by the Debtors and shall not be paid (in whole or in part) out of any Sales Proceeds allocated to the Debtors.

13. This Order is and shall be (a) effective as a determination that, on the Closing Date, all Liens existing as to the Purchased Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyance of the Purchased Assets has been effected, and all parties asserting one or more Liens are hereby permanently

enjoined from asserting any such Lien against the Purchased Assets or the Buyer, (b) binding upon and govern the acts of all entities including without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, registrars of patents, trademarks or other intellectual property, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of the Purchased Assets.

14. This Order, the Purchase Agreement, the Interim Management Agreement and the UK Interim Management Agreement (to the extent any of the US Debtor Sellers are responsible for obligations thereunder) shall be binding on and inure to the benefit of any assignee or designee of the Sellers, the Debtors or the Buyer, including any chapter 7 or 11 trustees that may be appointed for the Debtors.

15. If any person or entity that has filed financing statements or other documents or agreements evidencing Liens on or interests in the Purchased Assets shall not have delivered to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all Liens or other interests which the person or entity has with respect to the Purchased Assets, the Debtors and the Monitor are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets.

16. This Court retains jurisdiction (i) to enforce and implement the terms and provisions of the Purchase Agreement, Interim Management Agreement and UK Interim Management Agreement with respect to the Core Business and Purchased Assets located in the United States, all amendments thereto, any waivers and consents thereunder, and of each of the agreements, documents and instruments executed in connection therewith; (ii) to compel delivery of the Purchased Assets located in the United States to the Buyer directly from the Debtors or indirectly through any Newco; (iii) to compel delivery of the final Purchase Price to the Sellers under the Purchase Agreement; (iv) to resolve any disputes, controversies or claims arising out of or relating to the Purchase Agreement; and (v) to interpret, implement and enforce the provisions of this Order.

17. In the absence of a stay pending appeal, if the Buyer elects or is required to consummate the Sale Transaction at any time after entry of this Order, then with respect to the Sale Transaction, including any assumption and assignment of any Assigned Contracts and Leases that are assumed and assigned pursuant to one or more orders approving the Assumption Motion(s) (the "Assumption Order(s)"), the Buyer shall be entitled to the protections of section 363(m) of the Bankruptcy Code if this Order or any authorization contained herein is reversed or modified on appeal.

18. The terms and provisions of the Purchase Agreement, Interim Management Agreement and UK Interim Management Agreement (to the extent a party thereto), together with the terms and provisions of this Order, shall be binding in all respects upon the US Debtor Sellers, the Buyer, and their respective affiliates, successors and assigns, and any affected third parties including but not limited to all nondebtor parties to the Assigned Contracts and Leases that are assumed and assigned pursuant to the Assumption Order(s) and the Assumed

Liabilities to be assigned to the Buyer pursuant to the Purchase Agreement (other than Assumed Liabilities under the Assigned Contracts and Leases), and persons asserting a claim against or interest in the US Debtor Sellers' estates or any of the Purchased Assets to be sold to the Buyer pursuant to the Purchase Agreement.

19. The failure specifically to include any particular provisions of the Purchase Agreement, Interim Management Agreement or UK Interim Management Agreement in this Order shall not diminish or impair the efficacy of such provisions, it being the intent of the Court that the Purchase Agreement, Interim Management Agreement and UK Interim Management Agreement be authorized and approved in their entirety.

20. The Purchase Agreement, Interim Management Agreement, UK Interim Management Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement has no material adverse effect on the Debtors' estates or their creditors.

21. The transfer of the Purchased Assets to the Buyer, is not subject to taxation under any state or local law imposing a stamp, transfer or similar tax in accordance with sections 1146(c) and 105(a) of the Bankruptcy Code; provided, however, to the extent that proceeds are made available and allocated with respect to the sale of the Core Business and Purchased Assets owned by the US Debtor Sellers, such proceeds will be made available to fund a plan of reorganization or a liquidating plan of reorganization or an amount sufficient to satisfy any such taxes shall be segregated pending further order of the Court.

22. As provided by Bankruptcy Rules 6004(g) and 6006(d), this Order shall be effective and enforceable immediately upon entry and the Buyer and the Debtors are authorized to take all actions and enter into any and all agreements that they deem necessary or appropriate with respect to the Sale Transaction as authorized by this Order immediately.

23. Nothing in this Order shall, or shall be deemed to, constitute authorization for the US Debtor Sellers to assume and assign to the Buyer any executory contract or unexpired lease under the Purchase Agreement. Any authorization by the Court of assumption(s) and assignment(s) of executory contracts or unexpired leases with the US Debtor Sellers shall be pursuant to the Assumption Motion(s), consideration of which shall be unaffected by this Order and without prejudice to the right of any non-Debtor contracting party to assert any right it may have under such executory contracts or unexpired leases, including, without limitation, any right of offset or recoupment that may exist, or any right pursuant to section 365 of the Bankruptcy Code, including, without limitation, to (i) seek adequate assurance of future performance by the Buyer; (ii) seek a determination of the amount required to cure any existing default under its respective executory contract(s) or unexpired lease(s); or (iii) seek to require the US Debtor Sellers to assume all, and not portions of, its respective executory contract(s) or lease(s).

24. The approval of the Sale Transaction is without prejudice to:

- (a) all rights, claims and remedies (including, without limitation, derivative rights of action) which existed as at May 28, 2002 that any of the Debtors, creditors of the Debtors, or any representative of creditors of the Debtors, including, without limitation, any receiver, trustee in bankruptcy or other court-appointed officer of any of the Teleglobe Companies may have against any of the Teleglobe Companies, BCE Inc. and its subsidiaries and/or affiliates (collectively, "BCE"), and/or any of the officers or directors of any member of the Teleglobe Companies or BCE (collectively, the "Preserved Claims Group") relating directly or indirectly to the Teleglobe Companies and/or to any matters or

activities of the Preserved Claims Group involving the Core Business and Purchased Assets, including without limitation, those relating to the transactions which are subject to the Bell Canada Contracts (as defined in the Purchase Agreement) and the Assignment and Assumption Agreement dated January 1, 2001 among Teleglobe Inc., Bell Canada and BCE Nexxia Inc., (collectively, the "Preserved Claims"); and

- (b) any rights, claims and remedies which existed as at May 28, 2002 that (i) BCE or (ii) any of the Teleglobe Companies may have against those persons enumerated in paragraph 24(a) (the "Preserved Counter Claims");

and the Preserved Claims and Preserved Counter Claims are hereby reserved and, notwithstanding the terms of the Purchase Agreement, the Preserved Claims and Preserved Counter Claims are expressly excluded from the Core Business and Purchased Assets, provided that the Preserved Claims and Preserved Counter Claims may not be advanced against the Buyer or the Core Business and Purchased Assets, and further, provided that nothing in this paragraph 24 shall in any manner or to any extent limit or restrict the Transfer (as defined in the Purchase Agreement) of the Core Business and Purchased Assets or the Buyer's rights under the Interim Management Agreement (including, without limiting the generality of the foregoing, the Bell Canada Contracts (as defined in the Purchase Agreement) and the Assignment and Assumption Agreement dated January 1, 2001 among Teleglobe Inc., Bell Canada and BCE Nexxia Inc. (together with the Bell Canada Contracts, the "Bell Contracts"), and the other Contracts and the Current Assets as defined in the Purchase Agreement), free and clear of all Liens as set forth in decretal paragraph 8 of this Order and for greater certainty the reservation of any such Preserved Claims and Preserved Counter Claims herein shall not under any circumstances in any way impact or affect the purchase, Transfer or the use of the Core Business and Purchased Assets in the ordinary course of the operation of the acquired business by the Buyer.

25. Nothing in this Order shall effect an assignment of, or determine the rights among the parties, as to the Bell Contracts referred to in paragraph 24 between Bell Canada, BCE Nexxia Inc., Teleglobe Inc. and the Buyer which are the subject of current negotiations as to an assignment and may be subject to further orders in these proceedings.

26. The Buyer be and is hereby required to preserve and maintain the Transferred Books and Records (as defined in the Purchase Agreement); provided that nothing herein shall require the Buyer to preserve and maintain the Transferred Books and Records other than as it would in the ordinary course of its business.

27. Upon request by the Debtors, the Creditors' Committee, any party to a Preserved Claim or Preserved Counter Claims or other Court-appointed officer, the Buyer shall, at the expense of the requestor (with respect to out-of-pocket costs) make the Transferred Books and Records available pursuant to a step taken in any proceeding on prior notice (to be given by any requestor) to any interested parties, to the requestor for use in any judicial or regulatory proceeding or proceedings in respect of, or related to, the Preserved Claims and Preserved Counter Claims; provided that nothing herein shall require the Buyer to preserve and maintain the Transferred Books and Records other than as it would in the ordinary course of its business.

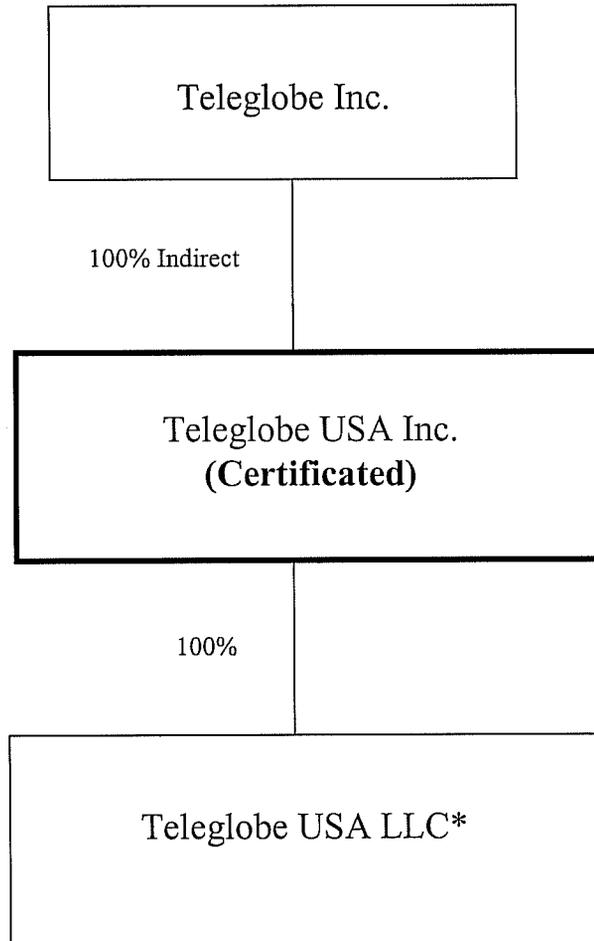
28. In connection with the transaction contemplated by the terms of this Order, unless Cap Gemini Ernst & Young ("CGE&Y"), the Debtors and the Buyer agree otherwise, the Debtors will not sell, assign or otherwise transfer to the Buyer any CGE&Y property or any equipment that contains electronic versions of CGE&Y property that: (i) constitutes a non-exclusive license pursuant to the Master Services Integration and Development Agreement dated as of July 31, 2001, as amended and otherwise modified from time to time ("MSIDA"), or (ii) has been rejected pursuant to the rejection of the MSIDA by Teleglobe Inc.

EXHIBIT B

Illustrative Chart of Reorganization

Illustrative Chart of Reorganization

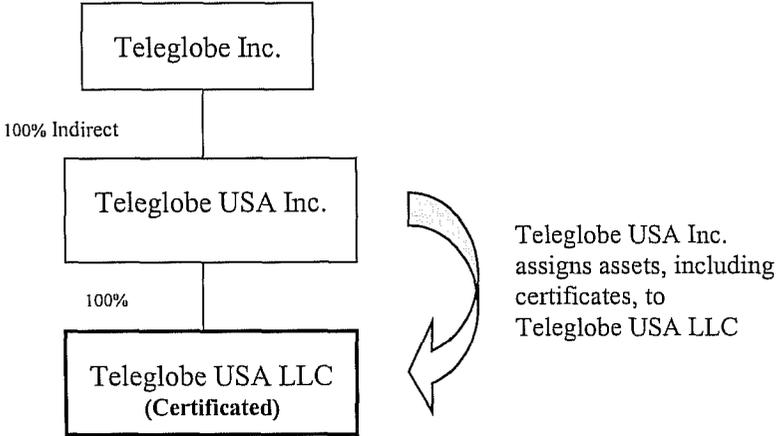
Current Structure



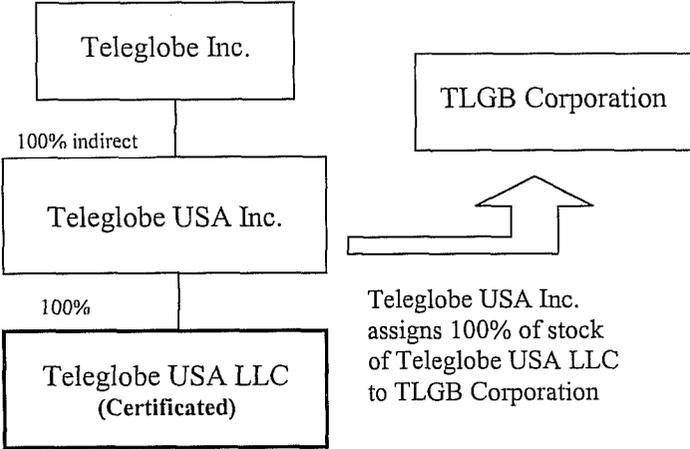
* Teleglobe USA LLC was recently created for the purposes of the reorganization.

Illustrative Chart of Reorganization

STEP 1: Transfer of Assets to New Teleglobe

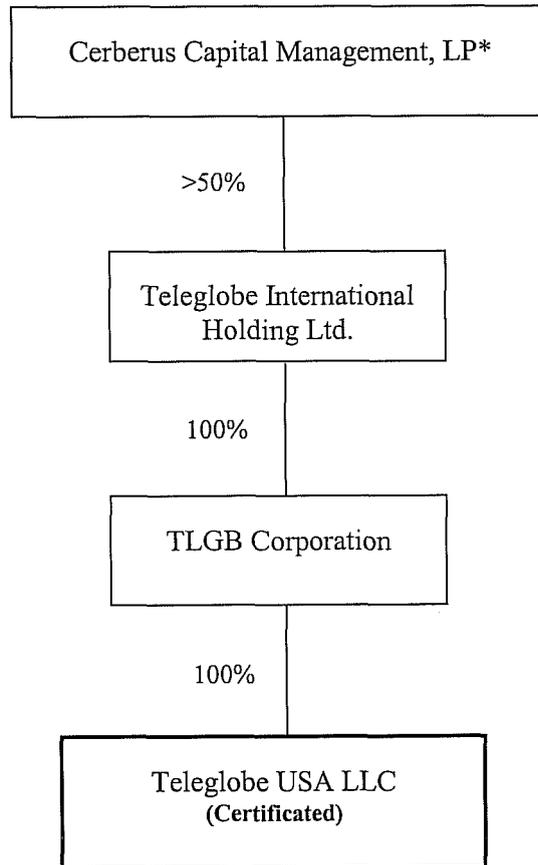


STEP 2: Transfer of Control of New Teleglobe



Illustrative Chart of Reorganization

Post-Reorganization Structure



* Cerberus Capital Management LP's interest will be held through four investment funds: Cerberus Institutional Partners, L.P., Cerberus Institutional Partners (America), L.P., Cerberus Partners, L.P., and Cerberus International, Ltd. Each of the funds will hold at least a 10% interest, but less than a 50% interest, in Teleglobe International Holding Ltd. ("TIH"). Collectively, the funds will have a greater than 50% controlling interest in TIH and, thus, in TLGB Corporation and Teleglobe USA LLC. The Cerberus funds are controlled by Mr. Stephen Feinberg.

EXHIBIT C

Certificate of Formation of New Teleglobe

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TELEGLOBE USA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF FEBRUARY, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TELEGLOBE USA LLC" WAS FORMED ON THE NINETEENTH DAY OF DECEMBER, A.D. 2002.

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



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

3605226 8300

030086872

AUTHENTICATION: 2252043

DATE: 02-11-03

EXHIBIT D

Authority to Transact Business in South Dakota

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

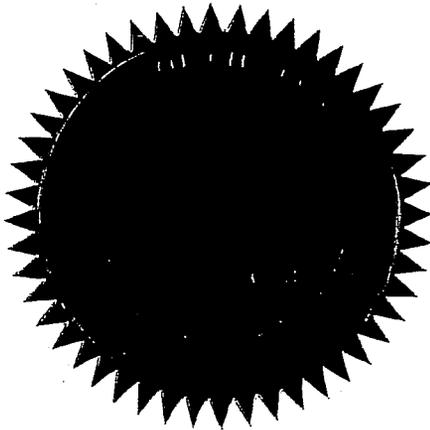
Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL001522

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **TELEGLOBE USA LLC D/B/A TELEGLOBE USA LLC (SOUTH DAKOTA) (DE)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application for certificate of authority.

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 February 12, 2003.



Chris Nelson

Chris Nelson
Secretary of State

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

CERTIFICATE OF AUTHORITY APPLICATION
OF A
FOREIGN LIMITED LIABILITY COMPANY

RECEIVED

FEB 12 03

S.D. SEC. OF STATE

1. The name of the foreign Limited Liability Company is: Teleglobe USA LLC, dba Teleglobe USA LLC (South Dakota)

2. The name of the state or country under whose law it is organized is: Delaware

3. The street address of its principal office is: 11495 Commerce Park Drive, Reston, Virginia 20191

4. The address of its initial designated office in South Dakota is: R/A: CSC, 503 South Pierre Street,
Pierre, South Dakota 57501

5. The name and street address of its initial agent for service of process in South Dakota is: Corporation Service Company
503 South Pierre Street, Pierre, SD, 57501

6. The date of organization is: December 19, 2002, and the period of duration is: perpetual

7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to SDCL 47-34A-303 (c).

No

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: January 28, 2003

(Signature and Title)

By: Teleglobe USA Inc., its Sole Member

By: John Brunette, Executive Vice President

FILING INSTRUCTIONS:

- The application for authority must be accompanied by the first Annual Report.
- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated *Certificate of Good Standing or Existence* from the Secretary of State in the state where it is organized.

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "TELEGLOBE USA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF FEBRUARY, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "TELEGLOBE USA LLC" WAS FORMED ON THE NINETEENTH DAY OF DECEMBER, A.D. 2002.

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



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

3605226 8300

AUTHENTICATION: 2252025

030086872

DATE: 02-11-03

Return to:
SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL AVE.
PIERRE, S.D. 57501
(605)773-4845
Fax (605)773-4550

LETTER OF CONSENT TO USE SIMILAR NAME

The undersigned corporate officers, general partner of a limited partnership, or holder of reserved or registered name, or a general manager/member of a limited liability company of

Teleglobe USA Inc.

Hereby grant consent to the use of the name of

Teleglobe USA LLC (South Dakota)

Dated January 28, 2003

Corporation

Corporate President or Vice-President signature
John Brunette, Executive Vice President

Corporation Secretary or Assistant Secretary signature
Kathleen Morgan, Assistant Secretary

Limited Partnership

General Partner signature

Limited Liability Company:

Manager/Member signature and title

(constname)

TELEGLOBE USA INC.
WRITTEN CONSENT OF SOLE MEMBER
January 28, 2003

The undersigned, being the sole member of Teleglobe USA LLC, a Delaware limited liability company (the "**Company**"), hereby takes the following actions without the holding of a meeting and hereby adopts the following resolutions:

Adoption of Fictitious Names

WHEREAS, the Company desires to qualify to transact business in any or all of the states of South Dakota, Vermont, Washington and West Virginia (collectively, the "**States**"); and

WHEREAS, the Company has been advised by each of the states that the name Teleglobe USA LLC is not available for use, in any of the States;

NOW, THEREFORE, BE IT RESOLVED, that the Company hereby adopts the fictitious name, Teleglobe USA LLC (South Dakota) to transact business in South Dakota.

RESOLVED FURTHER, to adopt the fictitious name, Teleglobe USA LLC (Vermont) to transact business in Vermont; and

RESOLVED FURTHER, to adopt the fictitious name, Teleglobe USA LLC (Washington) to transact business in Washington; and

RESOLVED FURTHER, to adopt the fictitious name, Teleglobe USA LLC (West Virginia) to transact business in West Virginia; and

RESOLVED FURTHER, that Teleglobe USA Inc., being the sole member of the Company, be and hereby is authorized and directed in the name or on behalf of the Company to cause any and all required documents to be prepared, executed and filed so that the Company may obtain authority to transact business in any or all of the States.

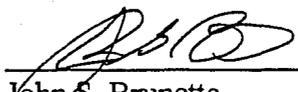
RESOLVED FURTHER, that all actions heretofore taken in the name or on behalf of the Company by any of its officers in connection with any of the foregoing resolutions be, and they hereby are, in all respects, ratified, confirmed, authorized and approved as acts of the Company.

[Signature on next page.]

IN WITNESS WHEREOF, this Unanimous Written Consent of Sole Member is executed and effective as of the 28 day of January, 2003.

TELEGLOBE USA INC.

By: _____



John S. Brunette
Executive Vice President

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

FIRST ANNUAL REPORT
OF A
LIMITED LIABILITY COMPANY

1. The name of the Limited Liability Company is: Teleglobe USA LLC, dba Teleglobe USA LLC (South Dakota)
2. The state or country under whose law it is organized is: Delaware
3. The address of its registered office and the name of its registered agent for service of process in South Dakota is:
Corporation Service Company
503 South Pierre Street
Pierre, South Dakota 57501
4. The address of its principal office is: 11495 Commerce Park Drive, Reston, Virginia 20191
5. The names and business addresses of any managers:
6. The dollar amount of the total agreed contributions to the Limited Liability Company is \$ 1,000.00.*

Date: January 14, 2003


(Signature and Title)
John Brunette, Authorized Person

* FILING FEE:

AGREED CONTRIBUTION	FEE
Not in excess of \$50,000	\$ 90
\$50,001 to \$100,000	\$150
In excess of \$100,000	\$150 for first \$100,000 plus \$.50 for each additional \$1,000

The maximum amount charged may not exceed sixteen thousand dollars (\$16,000.).

SOUTH DAKOTA SECRETARY OF STATE

OFFICIAL RECEIPT

NUMBER 1180922

FORM OF PAYMENT PAD ACCOUNT
ACCOUNT ID 100200 BALANCE \$ 125.00

DATE 02/12/2003
AMOUNT \$ 100.00
BY STBEWIL

PERSON, MARILYN
ATTN: MARILYN PERSON
819 W 3RD ST
PIERRE SD 57501-1311

THIS RECEIPT IS IN REFERENCE TO:
TELEGLOBE USA LLC D/B/A TELEGLOBE USA LLC (SOUTH DAKOTA)

TRANSACTION DESCRIPTION	AMOUNT
CERTIFICATE OF AUTHORITY.....\$	90.00
EXPEDITED FEE.....	10.00

EXHIBIT E

Proposed Management Biographies

Expected Management of Teleglobe USA LLC

Liam Strong, Chairman and Chief Executive Officer

Liam Strong is the Chairman and Chief Executive Officer of Teleglobe. He was from 1997 to 2001 the President and Chief Executive Officer of MCI International, responsible for the development and execution of the company's successful expansion in Europe and Asia. From 1992 to 1997, Mr Strong was the Chief Executive of Sears PLC, a retailer of apparel and home services. Prior to 1992, he was the Marketing and Operations Director of British Airways PLC where he managed all operating functions apart from Flight Crew and Engineering.

Serge Fortin, Chief Operating Officer

Serge Fortin is Chief Operating Officer of Teleglobe. Serge Fortin has in excess of 27 years experience in the telecommunications industry covering both National and International markets. He also served as President of Bell Actimedia where he directed the business associated with the traditional Yellow Pages directory evolving it to develop synergy between the traditional advertising media to the e-World (Sympatico portal and the ISPs). In addition, he served between 1996 and 1998 as President of TATA Telecommunications Services in India, which offered basic telecommunications services in the state of Andra Pradesh. Prior to joining Teleglobe, Serge Fortin has held several senior positions in the Operations, Engineering, Sales and Marketing functions at Bell Canada.

Among some of his major achievements are: in 1983, he launched the cellular business in Canada; he implemented the first enhanced 911 service in Canada; and succeeded in achieving the first Canadian Telco ISO Certification. He was the first Officer to be appointed to deal with the new entrants in the Long Distance markets in 1992 following the CRTC decision. He was also the first Officer to lead the National Long Distance portfolio at Stentor. Between 1993 and 1996 Mr. Fortin was one of the pioneers to establish Teleglobe on the International Market.

He has received the following awards for academic and social involvements:
Order of Professional Engineers in Quebec
Canadian Institute of Engineers
Manager of the Year (Board of Trade)
Governor General Award

Serge Fortin is a member of the " Ordre des Ingénieurs du Québec", a society of professional engineers, serves on several boards and is a member of the Board of IntelSat, the largest Satellite consortium. He holds a Bachelor of Science degree in Applied Sciences from L'Université de Sherbrooke, Québec, Canada.

Rick Willett, Vice President of Operations

Rick Willett is Vice President of Operations for Teleglobe. Prior to joining Teleglobe, Rick spent 12 years at GE where he held senior positions in various GE businesses, including CFO of GE Superabrasives, Manager of Planning & Finance for GE Employers Reinsurance, and, several global assignments in GE Plastics. Rick was a member of GE's Corporate Audit Staff, with responsibility for assessing business health, strategic fit and potential restructuring/divesting of various operating units. He is a graduate of Worcester Polytechnic Institute with a BS, Chemical Engineering and has an MBA, Finance, from Rensselaer.

Jean-Pierre Gratton, Vice President- Sales, Americas

Jean-Pierre Gratton is Vice President - Sales, Americas. In that role, he directs all wholesale activities and bilateral correspondents relationships in Canada, the United States and Latin America.

Jean-Pierre has 12 years of international telecommunications experience, including the last four with Teleglobe. He joined Teleglobe as Vice-President, Sales for the Canadian market in March 1998 and he successfully led Teleglobe's transition into a competitive marketplace, as Teleglobe's Canadian monopoly came to an end in October 1998. In June 2000, his role was expanded to include responsibility for US Carrier Sales and Latin America was recently added to his portfolio. Prior to joining Teleglobe, he spent eight years with Sprint International/Global One in Canada where he was Vice President, Finance from 1991 to 1996; in 1997, he was promoted to the position of Canadian Country Manager, responsible for all aspects of Global One's sales and operations in Canada.

Jean-Pierre holds a Bachelor of Administration and a Bachelor of Commerce degrees from the University of Ottawa and is a member of the Institute of Chartered Accountants of Ontario.

Henri Alexandre, Vice-President - Network Engineering

Henri Alexandre is Vice President - Engineering at Teleglobe. He directs planning, engineering and implementation of the international network required to support Voice and Data services. He leads subject matter experts in areas of subsea cables, satellite systems, terrestrial transmission systems, Voice switching and Data transmission systems.

Henri Alexandre has more than 20 years of international telecommunications experience. During the last 10 years, he has filled several Engineering and Management positions at Teleglobe such as: Director - Satellite and Broadcast Services, Director - Network Engineering, Director - Network Architecture, Associate Director - Switching Engineering.

Some of his major achievements are:

- Implementation of the private leased services backbone

- Introduction of Voice customer direct access to Teleglobe's switched network
- Automation of Canada Home Country Direct Service
- Setting up new International switching centers in Europe
- Leading studies & field trials to evolve the Voice international network to softswitch technology

Henri Alexandre holds an Engineering Degree from L'Université de Sherbrooke, Quebec, Canada and a Master of Business Administration from École des hautes études commerciales, Montreal, Quebec, Canada.

Allan Chan, Vice President - Global Traffic Operations

Allan Chan is Vice President - Global Traffic Operations at Teleglobe. He directs the commercial aspects and dealings with international carrier partners as well as the operations of Teleglobe's Voice business. He is responsible for all Voice outpayments, quality of service and pricing for Teleglobe's core line of business. In addition, he directs the Global Customer Service Center and leads customer services initiatives. He is also accountable for monitoring and maintaining service on Teleglobe's Data and IP networks. He also heads the Information Technology organization and ensures that IT systems, infrastructure and delivery meet the needs of the corporation.

Allan Chan was Director International Wholesale at Bell Nexxia prior to joining Teleglobe. He also held various positions in Bell Canada's finance and corporate development organizations dealing in acquisitions, alliances and joint ventures. Earlier in his career he worked for Ontario Hydro in international project development and planning roles in addition to engineering positions at Dofasco, a major Canadian steel mill.

Allan Chan holds a Bachelor's Degree in Engineering from the University of Toronto and a Master's Degree in Business Administration from McMaster University. He is a registered Professional Engineer in the Province of Ontario.

EXHIBIT F

***Pro Forma* Financial Statement**

(Submitted Under Seal)

(PLEASE SEE REQUEST FOR CONFIDENTIAL TREATMENT FILED HEREWITH)

EXHIBIT G

Proposed Tariff

TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE

SOUTH DAKOTA PUC NO. 1

TELEGLOBE USA LLC

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Resale Interexchange Telecommunications Services furnished by Teleglobe USA LLC ("TUSA") throughout the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at TUSA's principal place of business, 1000 de la Gauchetiere West, Montreal, Quebec H3B 4X5, Canada, Tel No. 1-800-933-3399.

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

<u>Page</u>	<u>Revision No.</u>
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
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20	Original*
21	Original*
22	Original*
23	Original*
24	Original*
25	Original*

* Pages submitted with this filing

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
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TELECOMMUNICATIONS SERVICES TARIFF

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TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

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

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TELECOMMUNICATIONS SERVICES TARIFF

TARIFF FORMAT

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

ISSUED: February 20, 2003_

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TELECOMMUNICATIONS SERVICES TARIFF

APPLICATION OF TARIFF

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

Carrier - Teleglobe USA LLC, unless context indicates otherwise.

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

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

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

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

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

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

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

Service or Services - Interexchange telecommunications service provided by TUSA between a point within the State of South Dakota and a point in another country.

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.

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service (Cont.)

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

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TELECOMMUNICATIONS SERVICES TARIFF

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

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.3 Liability of Carrier (Cont.)

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

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TELECOMMUNICATIONS SERVICES TARIFF

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

- 2.4.1 Service is billed on a monthly basis. In addition to any other remedies TUSA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. TUSA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3 The amounts due hereunder by Customer shall be payable to TUSA within thirty (30) days of the date of TUSA's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to TUSA within one hundred and eighty (180) days following receipt of such disputed invoice, written documentation identifying and substantiating the disputed amount and full payment of the undisputed portion of the invoice. TUSA shall investigate the matter and if it determines that the Customer was overcharged, a credit against future invoices may be issued by TUSA. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.4 Customer will be liable to TUSA for any and all costs and/or expenses including reasonable attorneys fees and expenses of any kind, incurred by TUSA directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Customer.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing (Cont.)

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

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

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

Teleglobe USA LLC
Attention: Lilian C. Opdam, General Counsel
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada
Telephone (toll free): 1-888-933-3399
Telegraph: 1-514-868-7788
Fax: 1-514-868-7234
Lilian C. Opdam@teleglobe.ca

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

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

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.5 Reserved for Future Use

2.6 Taxes

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.7 Termination of Service by Customer

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA

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

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

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TELECOMMUNICATIONS SERVICES TARIFF

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

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

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

2.9 Notices

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

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)2.10 Publicity and Confidentiality

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

2.11 Inspection, Testing and Adjustment

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

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

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

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

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

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

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

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

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

2.12.4 No credit allowances will be made for:

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

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

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

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

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

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

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

ISSUED: February 20, 2003_

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE3.1 Timing of Billing

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

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

3.2 International InterLATA Toll Service

International InterLATA Toll Service is available to Customers of Carrier's long distance services on a dedicated access basis. Calls are billed in 6 second increments after an 18 second minimum call duration.

Minimum rate per minute: \$0.005

Maximum rate per minute: \$0.100

Charges are based on call volume and service commitments, and may be subject to Customer-specific contractual arrangements.

3.3. Additional Services

TUSA may provide other Services at the Customer's request, subject to Customer-specific contractual arrangements.

ISSUED: February 20, 2003

EFFECTIVE: _____

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

VERIFICATION

I, Charles A. Tievsky, state that I am Assistant General Counsel of Teleglobe USA LLC, Applicant in the foregoing Application, that I am authorized to make this Verification on behalf of Teleglobe USA LLC; that the foregoing Application was prepared under my direction and supervision; and that the statements in the foregoing document with respect to Teleglobe USA LLC are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January ^{File 2} 7, 2003, at Reston, Virginia.



Charles A. Tievsky
Assistant General Counsel
Teleglobe USA LLC

VERIFICATION

I, Charles A. Tievsky, state that I am Assistant General Counsel of Teleglobe USA Inc., Applicant in the foregoing Application; that I am authorized to make this Verification on behalf of Teleglobe USA Inc.; that the foregoing Application was prepared under my direction and supervision; and that the statements in the foregoing document with respect to Teleglobe USA Inc. and Teleglobe Inc. are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on ^{February 3} January __, 2003, at Reston, Virginia.

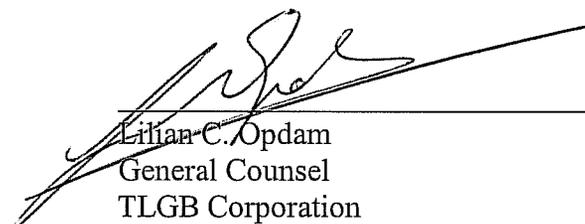


Charles A. Tievsky
Assistant General Counsel
Teleglobe USA Inc.

VERIFICATION

I, Lilian C. Opdam, state that I am General Counsel of TLGB Corporation, Applicant in the foregoing Application; that I am authorized to make this Verification on behalf of TLGB; that I have read the foregoing Application and know the contents thereof; and that the statements therein with respect to TLGB Corporation are true and correct to the best of my knowledge, information, and belief.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 30 day of January, 2003 at Montreal, Quebec, Canada.



Lilian C. Opdam
General Counsel
TLGB Corporation

**BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

RECEIVED

FEB 21 2003

Joint Application of)
)
Teleglobe USA Inc.)
)
and)
)
Teleglobe USA LLC d/b/a Teleglobe)
USA LLC (South Dakota))
)
To Transfer the Certificate of Authority)
Of Teleglobe USA Inc. to)
Teleglobe USA LLC)
_____)

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Docket No. _____

REQUEST FOR CONFIDENTIAL TREATMENT

Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) (“New Teleglobe”), by its counsel and pursuant to Rules 20:10:01:41 and :42 of the Administrative Rules of South Dakota, S.D. Admin. R. §§ 20:10:01:41 & :42, request confidential treatment of the attached financial information which is submitted under seal in the above captioned matter. Concurrently with this filing, New Teleglobe and Teleglobe USA Inc. (“Old Teleglobe”) (New Teleglobe and Old Teleglobe, together “Applicants”) have filed with the Commission an Application to Transfer the Certificate of Authority of Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) (the “Application”).

In connection with the Application, New Teleglobe is providing (as Exhibit F to the Application) a confidential *pro forma* financial statement in order to demonstrate that New Teleglobe has the financial resources necessary to provide interexchange telecommunications service in the State of South Dakota. In support of this motion, New Teleglobe states as follows:

1. New Teleglobe intends to provide telecommunications services that are highly competitive.
2. In support of its Application, New Teleglobe is providing as Exhibit F a confidential *pro forma* financial statement.
3. The *pro forma* financial statement submitted as Exhibit F to its Application, is not generally available to the public. Further, the financial information provided in the *pro forma* financial statement could not easily be replicated or obtained by a third party without New Teleglobe's assistance.
4. New Teleglobe considers and treats these financial statements confidential, proprietary and non-public commercial information.
5. Disclosure of the projected financial statements would be extremely detrimental and could be used by New Teleglobe's competitors to gain a competitive advantage in the marketplace. Moreover, competitors at any level possessing such information would find it of great economic value in devising their own business plans and, in many cases, could use such information to structure their plans in such a way as to undercut or materially affect New Teleglobe's competitive positions.
6. Due to the sensitive nature of the information, the potential harm from disclosure of the financial information outweighs the public's interest in disclosure of the information.

WHEREFORE, Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) respectfully requests that the South Dakota Public Utilities Commission designate the attached *pro forma* financial statement as confidential pursuant to Rule 20:10:01:39(6).

Respectfully submitted,



Catherine Wang

Troy F. Tanner

Brett P. Ferenczak

SWIDLER BERLIN SHEREFF FRIEDMAN LLP

3000 K Street, N.W., Suite 300

Washington, DC 20007-5116

Tel: (202) 424-7500

Fax: (202) 424-7645

Email: CWang@swidlaw.com

TFTanner@swidlaw.com

BPFerenczak@swidlaw.com

Counsel for Teleglobe USA LLC d/b/a
Teleglobe USA LLC (South Dakota)

Dated: February 20, 2003

CONFIDENTIAL

1

SOUTH DAKOTA PUBLIC UTILITIES COMMISSIO

Amount/Montant
\$250.00

No./N°
Date

34225
Feb 07, 2003

No de facture Invoice No.	Date de facture Invoice Date	Description	Escompte Discount	Montant net Net Amount
05-FEB-03	2/5/03	Filing Fee	0.00	250.00

TC03-052

S.V.P. Détachez avant d'encaisser

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Reston, Virginia 20191
(703) 755-2000

BANK OF AMERICA
1850 Gateway Blvd
Concord, California

70-35
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Check No.
34225
Feb 07, 2003

PAY *****Two hundred fifty Dollars

\$250.00

To
The
Order
Of

SOUTH DAKOTA PUBLIC UTILITIES COMMISSIO
United States

TELEGLOBE USA INC.

PER

Bill Payne

THE BACK OF THIS DOCUMENT HAS A BROWN WIRE WOVE PATTERN AND ARTIFICIAL WATERMARK

⑈034225⑈ ⑆121000358⑆ 12331⑈08259⑈

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of February 20, 2003 through February 26, 2003

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 report. Phone: 605-773-3705

ELECTRIC

EL03-005 In the Matter of the Petition of Northern States Power Company d/b/a Xcel Energy for Approval to Include Renewable Energy Development Fund Costs in the Electric Fuel Clause Adjustment.

Petition by Xcel Energy for approval to include Renewable Development Fund costs in its electric fuel adjustment clause. Xcel Energy operates the Prairie Island Nuclear Generating Plant at Red Wing, Minnesota which uses "dry casks" to store spent fuel from the plant. In 1994, the Minnesota Legislature passed an Act which requires Xcel Energy to transfer \$500,000 annually, for each cask, into a Renewable Development Fund. The Renewable Development Fund promotes the advancement of new renewable energy sources. Xcel's petition states that inclusion of these Fund payments in its fuel clause would be efficient and is consistent with the purpose of the Automatic Adjustment Clause Statute SDCL 49-34A-25.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 02/25/03
Intervention Deadline: 03/14/03

TELECOMMUNICATIONS

TC03-050 In the Matter of the Application of Exergy Group, LLC for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Exergy Group, LLC has filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, and travel card service throughout South Dakota.

Staff Analyst: Bonnie Bjork
Staff Attorney: Kelly Frazier
Date Docketed: 02/20/03
Intervention Deadline: 03/14/03

TC03-051 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company.

On February 20, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and DIECA Communications, Inc. d/b/a Covad Communications Company. According to the parties, this filing is an amendment to the original agreement approved by the Commission on November 18, 1999, in Docket TC99-017. The amendment is made in order to add terms, conditions and rates for Joint Testing as set forth in Attachment 1 and Exhibit A to the amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 12, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 02/20/03
Initial Comments Due: 03/12/03

TC03-052 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota).

Teleglobe USA Inc. and Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) Inc. have filed an application to transfer the Certificate of Authority of Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) to provide resold interexchange telecommunications services in the State of South Dakota. Proposed services initially include switched outbound voice services and, in the future, prepaid and postpaid calling card services, 800/888, private line, and data services.

Staff Analyst: Bonnie Bjork
Staff Attorney: Karen E. Cremer
Date Docketed: 02/21/03
Intervention Deadline: 03/14/03

TC03-053 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and ICG Telecom Group, Inc.

On February 24, 2003, the Commission received a Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and ICG Telecom Group, Inc. According to the parties, this filing is an amendment to the original agreement approved by the Commission on January 3, 2003, in Docket TC02-045. The amendment is made in order to replace the existing terms, conditions and rates for UNEs (Part E), in its entirety, with the new terms, conditions and rates for UNEs (Section 9.0), as set forth in Attachment 1 and Exhibits A, B, C and D to the

amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than March 17, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 02/24/03

Initial Comments Due: 03/17/03

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

ORIGINAL

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NEW YORK OFFICE
THE CHRYSLER BUILDING
405 LEXINGTON AVENUE
NEW YORK, NY 10174
TEL. (212) 973-0111
FAX (212) 891-9598

March 7, 2003

BY OVERNIGHT DELIVERY

Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building
Pierre, SD 57501

RECEIVED

MAR 10 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Re: SDPUC Docket TC03-052
Joint Application of Teleglobe USA Inc. and Teleglobe USA LLC d/b/a Teleglobe
USA LLC (South Dakota) to Transfer the Certificate of Authority of Teleglobe
USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)**

Dear Ms. Bonrud:

On behalf of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) ("New Teleglobe"), enclosed please find an original and ten (10) copies of New Teleglobe's response to the request for information of Bonnie Bjork, Utility Analyst, dated February 27, 2003.

Please date-stamp the extra copy of this filing and return it in the enclosed self-addressed, stamped envelope. Should you have any questions please do not hesitate to contact Brett Ferenchak at (202) 424-7697.

Respectfully submitted,



Catherine Wang
Troy F. Tanner
Brett P. Ferenchak

Enclosure

cc: Bonnie Bjork (SD PUC) (via email)

SDPUC Docket TC03-052

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

- 1. Please provide a description of the telecommunications services the applicant intends to offer. [ARSD 20:10:24:02(5)]**

As stated in the Application, Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) (“New Teleglobe” or “Applicant”) currently intends to offer the similar interexchange services offered by Teleglobe USA Inc. (“Old Teleglobe”). Specifically, while New Teleglobe seeks authority to provide all forms of interexchange telecommunications services, New Teleglobe will initially provide interLATA dedicated access to New Teleglobe’s long distance network.

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

- 2. Please provide a detailed statement of the means by which the applicant will provide its services. [ARSD 20:10:24:02(6)]**

New Teleglobe will provide its interexchange telecommunications services through the resale of the underlying services of other carriers. New Teleglobe has not installed nor does it currently plan to install any equipment, plant, or facilities in South Dakota. In the event New Teleglobe subsequently formulates plans for the installation of facilities in South Dakota, it will comply with all applicable Commission regulations.

SDPUC Docket TC03-052

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

- 3. The financial statements submitted as exhibit F are pro forma financial statements. The Commission does not accept pro forma financial statements. Please provide a written request for a waiver of current financial statements as provided for in ARSD [20:10:24:02(8)] and ARSD [20:10:24:02(15)].**

Please see Attachment A for Applicant's request for a waiver.

SDPUC Docket TC03-052

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

- 4. Please provide a toll free number of the applicant's representative to whom all inquiries must be made regarding complaints and regulatory matters. ARSD [20:10:24:02(9)].**

Applicant's toll free number is 1-800-465-7551.

SDPUC Docket TC03-052

Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst

5. Please provide “a statement as to whether or not the applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the applicant is not in good standing in a given state, if applicable.” [ARSD 20:10:24:02(10)]

New Teleglobe is in good standing in all states where it is registered or certified.

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

6. **Please provide a description of how the applicant intends to market its services, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services. You indicate that you will market primarily to other carriers throughout the State of South Dakota, please provide additional information on this marketing approach. [ARSD 20:10:24:02(11)]**

New Teleglobe initially does not intend to actively market its interexchange services in South Dakota, nor will New Teleglobe engage in multilevel marketing. Instead, New Teleglobe will offer services to existing carrier customers who are not currently receiving service in South Dakota but who subsequently require service in South Dakota. Applicant does not have any company brochures used to assist in the sale of services.

SDPUC Docket TC03-052

Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst

7. **Please provide “the number and nature of complaints filed against Old Teleglobe with any state or federal regulatory commission regarding the unauthorized switching of a customer’s telecommunications provider and the act of charging customers for services that have not been ordered.” [ARSD 20:10:24:02(14)]**

Old Teleglobe has not had any complaints filed against it with any state or federal regulatory commission regarding slamming or cramming.

Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst

8. **In order to protect South Dakota consumers, the South Dakota Public Utilities Commission has restricted applicants with unknown or marginal financial capabilities from offering prepaid calling cards services and from collecting customer deposits and advance payments. These restrictions are placed in the Commission order granting authority. The applicant is free to apply to the Commission for removal of the restrictions once financial capability improves or is made known.**

Based on the financial information received, the applicant has not demonstrated adequate financial capability to offer prepaid calling cards/services or to collect customer deposits and advance payments. Therefore, Staff is requesting that the applicant agree to these restrictions. This would mean that the applicant would have to bill for monthly fees (including customer calling features and/or recurring monthly fees) in arrears. Does the applicant agree to the above restrictions? If so, please update the submitted tariff, if necessary.

If these restrictions are unacceptable, the applicant may submit a \$25,000 bond naming the South Dakota Public Utilities Commission and the consumers of South Dakota as beneficiaries. The bond requirement would be placed in the Commission order granting authority. The applicant is free to apply to the Commission for removal of the bond requirement once financial capability improves or is made known. If the applicant chooses the bond option, please contact me for a sample bond form.

Applicant agrees to not offer prepaid calling cards/services or to collect customer deposits and advance payment. If Applicant decides to offer such services and to collect deposits and advance payment in the future, Applicant will provide the Commission with satisfactory financial information or submit a \$25,000 bond.

SDPUC Docket TC03-052

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

9. **Please provide replacement tariff pages that list the d/b/a [Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)] as part of the title of each page.**

Please see Attachment B, which provides a complete replacement tariff reflecting the d/b/a throughout.

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

- 10. The application is for intrastate authority while the rate schedule lists rates for international calls. Please provide rates for intrastate calls. Additionally please explain the differential in minimum and maximum rates. What is the determination of which rate a customer would receive?**

Applicant's replacement tariff (see Attachment B) also includes a revision to the services, providing an intrastate service and actual rates. Applicant inadvertently submitted the incorrect version of its tariff with its application.

SDPUC Docket TC03-052

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

ATTACHMENT A

Request for Waiver

**BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION**

Joint Application of)
)
Teleglobe USA Inc.)
)
and)
)
Teleglobe USA LLC d/b/a Teleglobe)
USA LLC (South Dakota))
)
To Transfer the Certificate of Authority)
Of Teleglobe USA Inc. to)
Teleglobe USA LLC)
)

Docket No. TC03-052

REQUEST FOR WAIVER

Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) (“New Teleglobe”), by its counsel and pursuant to Rule 20:10:24:02(15) of the Administrative Rules of South Dakota, S.D. Admin. R. § 20:10:24:02(15), hereby requests a waiver of Rule 20:10:24:02(8) of the Administrative Rules of South Dakota, S.D. Admin. R. § 20:10:24:02(8). In support of this request, New Teleglobe states as follows:

1. Rule 20:10:24:02(8) requires applicants to file current financial statements including a balance sheet, income statement, and cash flow statement; a copy of applicant’s latest annual report; a copy of the applicant’s report to stockholders; and a copy of applicant’s tariff with the terms and conditions of service.
2. In support of its Application, New Teleglobe filed a proposed tariff and is submitting a replacement proposed tariff with its responses to the Information Request of Bonnie Bjork, Utilities Analyst for the South Dakota Public Utilities Commission (“Information Request”).

3. Also in support of its Application, New Teleglobe filed as Exhibit F a confidential *pro forma* financial statement. Ms. Bjork indicated in her information request that the Commission does not accept *pro forma* financial statements.

4. As a newly-formed company, New Teleglobe does not have a current financial statement, nor does it have an annual report or report to stockholders.

5. The *pro forma* financial statement provided as Exhibit F to the Application indicates that New Teleglobe is financially qualified to provide service in South Dakota.

6. Further, it would be unduly burdensome for New Teleglobe to create a current financial statement solely for the purposes of this Application.

WHEREFORE, Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) respectfully requests that the South Dakota Public Utilities Commission waive the requirement for current financial statements in Rule 20:10:24:02(8) pursuant to Rule 20:10:24:02(15).

Respectfully submitted,

Troy F Tanner/BPF

Catherine Wang
Troy F. Tanner
Brett P. Ferenchak
SWIDLER BERLIN SHEREFF FRIEDMAN LLP
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Counsel for Teleglobe USA LLC d/b/a
Teleglobe USA LLC (South Dakota)

Dated: March 7, 2003

SDPUC Docket TC03-052

**Response of Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
to Request for Information of Bonnie Bjork, Utility Analyst**

ATTACHMENT B

Replacement Tariff

TELECOMMUNICATIONS SERVICES TARIFF

TITLE PAGE

SOUTH DAKOTA PUC NO. 1

TELEGLOBE USA LLC D/B/A TELEGLOBE USA LLC (SOUTH DAKOTA)

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the Competitive Resale Interexchange Telecommunications Services furnished by Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) ("TUSA") throughout the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at TUSA's principal place of business, 1000 de la Gauchetiere West, Montreal, Quebec H3B 4X5, Canada, Tel No. 1-800-933-3399.

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

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

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

* Pages submitted with this filing

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

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ISSUED: February 20, 2003

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TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

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

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

ISSUED: February 20, 2003

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TELECOMMUNICATIONS SERVICES TARIFF
TARIFF FORMAT

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

ISSUED: February 20, 2003

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Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF
APPLICATION OF TARIFF

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

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

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

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

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

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

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

Carrier - Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota), unless context indicates otherwise.

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

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

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

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

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont.)

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

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

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

Service or Services - Interexchange telecommunications service provided by TUSA between a point within the State of South Dakota and a point in another country.

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.

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

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of Carrier

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

ISSUED: February 20, 2003

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.2 Use and Limitations of Service (Cont.)

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

ISSUED: February 20, 2003

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.3 Liability of Carrier

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

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.3 Liability of Carrier (Cont.)

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

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing

- 2.4.1 Service is billed on a monthly basis. In addition to any other remedies TUSA may have, a late payment fee shall be applied on balances that remain unpaid for one calendar month following the invoice date in the amount of the lesser of (a) one and one-half percent (1-½%) per month of the amount of the late payment starting from the invoice date; or (b) the maximum amount allowed under applicable law.
- 2.4.2 The Customer is responsible for payment of all charges for Service furnished to the Customer whether or not such use is authorized or consented to by the Customer, including but not limited to, all calls originated at the Customer's number(s); accepted at the Customer's number(s) via third party billing or collect billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The security of the Customer's Authorization codes is the responsibility of the Customer. TUSA reserves the right to bill all calls placed using Customer's Authorization Code.
- 2.4.3 The amounts due hereunder by Customer shall be payable to TUSA within thirty (30) days of the date of TUSA's invoice. If Customer in good faith disputes any invoiced amount, it shall submit to TUSA within one hundred and eighty (180) days following receipt of such disputed invoice, written documentation identifying and substantiating the disputed amount and full payment of the undisputed portion of the invoice. TUSA shall investigate the matter and if it determines that the Customer was overcharged, a credit against future invoices may be issued by TUSA. All payments shall be made in US Dollars. All amounts due hereunder by Customer that are not paid when due, shall accrue payment interest at the rate of the lesser of: (1) one and one-half percent (1.5%) per month, compounded daily, beginning with the day following the date on which payment was due, and continuing until paid in full; or (2) the highest amount allowable by law.
- 2.4.4 Customer will be liable to TUSA for any and all costs and/or expenses including reasonable attorneys fees and expenses of any kind, incurred by TUSA directly or indirectly in the collection of any amounts due from Customer or while otherwise enforcing the terms of this Tariff with respect to the Customer.

ISSUED: February 20, 2003

EFFECTIVE:

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General Counsel
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1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.4 Payment and Billing (Cont.)

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

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

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

Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
Attention: Lilian C. Opdam, General Counsel
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada
Telephone (toll free): 1-888-933-3399
Telephone: 1-514-868-7788
Fax: 1-514-868-7234
Lilian C. Opdam@teleglobe.ca

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

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

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

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.5 Reserved for Future Use

2.6 Taxes

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

ISSUED: February 20, 2003

EFFECTIVE:

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Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.7 Termination of Service by Customer

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

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

ISSUED: February 20, 2003

EFFECTIVE:

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA

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

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

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
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Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.8 Termination of Service by TUSA (Cont.)

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

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

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

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

2.9 Notices

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

ISSUED: February 20, 2003

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Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.10 Publicity and Confidentiality

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

2.11 Inspection, Testing and Adjustment

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

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

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

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

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

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions

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

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

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

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

2.12.4 No credit allowances will be made for:

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

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

2. GENERAL RULES AND REGULATIONS (Cont.)

2.12 Allowance for Interruptions (Cont.)

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

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

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.13 Interconnection

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

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 2. RULES AND REGULATIONS (Cont.)

2.13 Interconnection (Cont.)

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

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 3. DESCRIPTION OF SERVICES AND RATE SCHEDULE

3.1 Timing of Billing

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

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

3.2 Dedicated Access to Long Distance

This interLATA service provides a dedicated circuit from the Customer's telecommunications network to TUSA's long distance network. Calls are billed in 6 second increments after an 18 second minimum call duration.

Rate per minute: \$0.100

Charges are based on call volume and service commitments, and may be subject to Customer-specific contractual arrangements.

3.3 Additional Services

TUSA may provide other Services at the Customer's request, subject to Customer-specific contractual arrangements.

ISSUED: February 20, 2003

EFFECTIVE:

BY: Lilian C. Opdam
General Counsel
Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota)
1000 de la Gauchetiere West
Montreal, Quebec H3B 4X5, Canada

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

IN THE MATTER OF THE FILING FOR)	ORDER GRANTING
APPROVAL OF TRANSFER OF CERTIFICATE)	TRANSFER OF CERTIFICATE
OF AUTHORITY FROM TELEGLOBE USA INC.)	OF AUTHORITY
TO TELEGLOBE USA LLC D/B/A TELEGLOBE)	
USA LLC (SOUTH DAKOTA))	TC03-052

On February 21, 2003, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:04.01 and 20:10:24:04.02, received an application for the transfer of a certificate of authority from Teleglobe USA Inc. (Old Teleglobe), to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) (New Teleglobe).

New Teleglobe proposes to provide intrastate interexchange telecommunications services throughout the state of South Dakota.

On February 27, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of March 14, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its March 18, 2003, meeting, the Commission considered the request for transfer of certificate of authority. Commission Staff recommended transferring the certificate of authority from Old Teleglobe to New Teleglobe, subject to the condition that New Teleglobe not offer a prepaid calling card or require or accept 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 Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:04.01 and 20:10:24:04.02. The Commission finds that New Teleglobe has met the legal requirements established for the granting of a certificate of authority. New Teleglobe 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 the application for transfer of certificate of authority from Old Teleglobe to New Teleglobe, subject to the condition that New Teleglobe not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that the application for transfer of certificate of authority from Old Teleglobe to New Teleglobe is hereby granted, effective April 22, 2003, subject to the condition that New Teleglobe not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

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

Dated at Pierre, South Dakota, this 25th day of March, 2003.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u><i>Melaine Kolbo</i></u>
Date:	<u><i>3/26/03</i></u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, 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 April 22, 2003
Docket No. TC03-052

This is to certify that

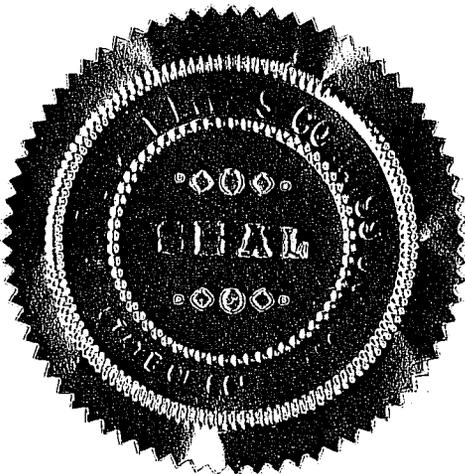
**TELEGLOBE USA LLC
D/B/A TELEGLOBE USA LLC (SOUTH DAKOTA)**

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that it not offer a prepaid calling card or require or accept 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 25th day of March, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner

ALSTON & BIRD LLP

601 Pennsylvania Avenue, N.W.
North Building, 10th Floor
Washington, DC 20004-2601

202-756-3300
Fax: 202-756-3333
www.alston.com

April 30, 2003

Via UPS

Pamela A. Bonrud
Executive Director
South Dakota Public Utilities Commission
500 East Capital Avenue
Pierre, SD 57501

RECEIVED

MAY 01 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

**Re: Teleglobe USA Inc.
Teleglobe USA LLC
Docket No. TC03-052**

Dear Ms. Bonrud:

On behalf of Teleglobe USA LLC ("Teleglobe"), and regarding the above-referenced docket, we hereby request that any required tariff be filed within thirty days of closing of the referenced transaction. It is anticipated that the closing will occur prior to May 30, 2003.

Thank you for your attention to this matter. If you require any further information, please do hesitate to contact us.

Sincerely,



Frederick M. Joyce
Ronald E. Quirk, Jr.
Counsel to Teleglobe USA LLC

cc: Liam Strong

ORIGINAL

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June 4, 2003

BY OVERNIGHT DELIVERY

RECEIVED

JUN 05 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Avenue
State Capitol Building
Pierre, SD 57501

Re: Docket No. TC03-052; Teleglobe USA Inc. and Teleglobe USA LLC d/b/a
Teleglobe USA LLC (South Dakota); Notice of Consummation of Transfer of
Certificate of Authority

Dear Ms. Bonrud:

This notice is to inform the Commission that the transfer of the Certificate of Authority from Teleglobe USA Inc. to Teleglobe USA LLC d/b/a Teleglobe USA LLC (South Dakota) (together, the "Parties") as described in the above referenced docket and approved by the Commission on March 25, 2003 has been consummated.

Enclosed for filing are an original and ten (10) copies of this letter. Please date-stamp and return the enclosed extra copy of this notice and return it to us in the attached envelope. Please contact Brett Ferenchak at (202) 424-7697 if you have any questions relating to this matter.

Respectfully Submitted,



Catherine Wang
Troy F. Tanner
Brett P. Ferenchak

Counsel for the Parties

cc: Charles A. Tievsky
Frederick M. Joyce