



Judith A. Riley, J.D.

5909 Northwest Expressway, Suite 101
Oklahoma City, OK 73132

September 05, 2008

Public Utilities Commission of
South Dakota
500 East Capitol Avenue
Capitol Building, 1st Floor
Pierre, SD 57501-5070
605-773-3201

RE: Network Innovations, Inc. Application for Certificate of Authority

Enclosed please find one original and one copy of Network Innovations, Inc. Application for a Certificate of Authority to Provide Interexchange Telecommunications Service in the State of South Dakota.

Please acknowledge receipt of these documents by file stamping the duplicate letter of transmittal enclosed herewith and returning it with the refunded filing fee in the self-addressed stamped envelope included for this purpose.

Should there be any questions or additional information required, please do not hesitate to contact me at (405) 755-8177. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Collier", written over a horizontal line.

Chris Collier,
Regulatory Consultant

Enclosure(s)

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION)
OF NETWORK INNOVATIONS, INC. FOR)
A CERTIFICATE OF AUTHORITY TO)
PROVIDE RESOLD INTEREXCHANGE)
TELECOMMUNICATIONS)
SERVICES IN SOUTH DAKOTA)

DOCKET: _____

APPLICATION

Network Innovations, Inc., (“Applicant”), an Illinois Domestic for profit Corporation, files this verified application respectfully requesting that the Public Utilities Commission of South Dakota (“Commission”) issue an order that:

- (a) grants Applicant a Certificate of Authority to provide interexchange telecommunications services pursuant to SDCL 49-31-3, and if granted, Applicant agrees to notify the Commission immediately of any changes in accordance with subdivisions (1), (3), (5), (8) and (10).
- (b) grants competitive status to Applicant, and classifies the Applicant’s services as Competitive.

In support of its request, Applicant states:

1. The legal name and principal office or place of business of the Applicant are:

Network Innovations, Inc.
1101 W. Lake Street
Chicago, IL 60607
(773) 770-1360 Phone
(773) 770-0256 Facsimile
Website: <http://www.nitelecom.com/>

Registered Agent in the State of South Dakota
C T Corporation System
319 S. Coteau Street
Pierre, South Dakota 57501

A copy of the Applicant's Certificate of Authority to transact business in South Dakota issued by the Secretary of State of South Dakota is attached hereto as **Exhibit A**.

2. Applicant is a reseller of telecommunications services which provides resold dedicated point-to-point private line service and dedicated Internet access to business customers only. These circuits are used for the transport of data services only. The company provides bandwidth starting and T-1 (1.544 Mbps) and proceeds into the high speed optical carrier networks up to OC192. Further, Applicant intends to operate through larger carriers now serving the State of South Dakota through SDPUC approved interconnection agreements, then offering those services to a business class customers at a competitive rate, throughout the State of South Dakota.

3. Applicant provides customer assistance on a 24 hour a day, 7 days a week basis. Customers with questions regarding service or regulatory matters, may contact Rick Stern, at the company's toll-free number of 1-888-450-2100, or if a customer prefers to correspond with the company in writing, they may send correspondence to the company address at 1101 W. Lake Street, Chicago, IL 60607. Customers may also contact 1-866-892-0915 for technical assistance, or register a trouble ticket on-line through the website, Support Tools, selection.

4. Applicant will bill customers for charges directly.

5. Applicant will use fair and reasonable industry standards to maintain its no slamming policy of customers. Applicants' policy will require a signed letter of authorization from the customer. For phone orders, applicant will utilize a third party verification system, including the recording of the request and maintaining records of requests in the Applicants principal business office.

6. Applicant provides a proposed tariff in **Exhibit B**, which contains the rules and regulations applicable to the Applicant's customers, a description of services offered, and a list

of rates associated with such services. Applicant also maintains on it's website, an Acceptable Use Policy, Service Level Agreement, Terms of Use, Rates, in addition to Surcharge Recovery Rates, and a Privacy Policy. Customers will be notified in writing in advance of any changes in rates, terms and conditions.

7. Applicant possesses the managerial and technical expertise to successfully operate in the State of South Dakota. Please refer to **Exhibit C**, Resumes of Key Personnel.

8. Applicant also possesses appropriate financial capability. Financial Statements are attached hereto as **Exhibit D** – Public Copy. Pursuant to SDCL 1-27 § 31, Exhibit D(1) – Confidential copy, which Applicant request said Financial Statements remain confidential as Trade Secret.

7. Applicant is currently operating several other jurisdictions. Please refer to **Exhibit E** or a listing of jurisdictions and status.

8. Applicant will market to business customers only through direct contact methods, mailing offers and trade shows. No mulit-level marketing plans will be used. The Applicant will not be offering any charity based programs. Standard FCC accepted methods of media outlet such as print, radio and television sources will be utilized

9. The Applicant has secured F.E.I.N of 36-4481206 and has applied for a South Dakota Sales Tax Number with confirmation number 200809039990. Please refer to **Exhibit F**.

10. The Applicant has not had any complaints of slamming in any jurisdiction.

11. Applicant requests classification as a competitive telecommunications company within the State of South Dakota, and that its services are classified as competitive. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser

degree of regulation. Granting of this applicant is in the public interest as it will allow greater price and service options for telephone users.

12. Correspondence or communications pertaining to this Application should be addressed to the following persons:

Chris Collier
Regulatory Consultant
Telecom Professionals, Inc.
5909 NW Expressway, Suite 101
Oklahoma City, OK 73132
(405) 755-8177 ext. 24
CCollier@telecompliance.net

WHEREFORE, Applicant, Network Innovations, Inc., respectfully requests the Public Utilities Commission of South Dakota grant it a certificate of service authority to provide resold interexchange telecommunications services within the State of South Dakota.

Respectfully submitted,



Signature

Chris Collier, Regulatory Agent
Printed Name

for Network Innovations, Inc.
Company

1101 W. Lake Street
Address

Chicago, IL 60607
City, State, Zip

LIST OF EXHIBITS

EXHIBIT A	South Dakota Secretary of State Certificate
EXHIBIT B	Proposed Tariff
EXHIBIT C	Resumes of Key Personnel
EXHIBIT D	Applicant Financials – Public Copy
EXHIBIT D(1)	Applicant Financials – Confidential Copy
EXHIBIT E	Jurisdictional Operations
EXHIBIT F	South Dakota Sales Tax Application Confirmation

EXHIBIT A

South Dakota Secretary of State Certificate

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

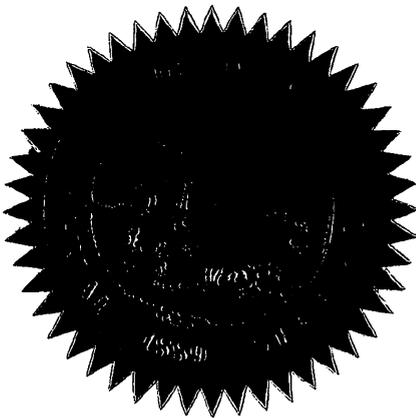
Certificate of Authority

ORGANIZATIONAL ID #: FB031984

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **NETWORK INNOVATIONS, INC. (IL)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 13, 2007.



Chris Nelson

Chris Nelson
Secretary of State

EXHIBIT B

Proposed Tariff

NETWORK INNOVATIONS, INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO END-USER COMMUNICATIONS SERVICES
WITHIN THE STATE OF SOUTH DAKOTA

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Interexchange telecommunications services provided by Network Innovations, Inc. within the State of South Dakota. This tariff is governed and interpreted according to the laws of the State of South Dakota. This tariff is on file with the Public Utilities Commission of South Dakota. Copies may be inspected during normal business hours at the Company's principal place of business at 1101 W. Lake Street, Chicago, IL 60607.

Issued: September 5, 2008

By:

Rick Stern, CEO
Network Innovations, Inc.
1101 W. Lake Street
Chicago, IL 60607

Effective: September 25, 2008

CHECK SHEET

The pages listed below, which are inclusive 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 indicated below.

<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
Original	31	Original	61	Original	91	Original
Original	32	Original	62	Original	92	Original
Original	33	Original	63	Original	93	Original
Original	34	Original	64	Original	94	Original
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Original	50	Original	80	Original	110	Original
Original	51	Original	81	Original	111	Original
Original	52	Original	82	Original	112	Original
Original	53	Original	83	Original	113	Original
Original	54	Original	84	Original	114	Original
Original	55	Original	85	Original	115	Original
Original	56	Original	86	Original	116	Original
Original	57	Original	87	Original	117	Original
Original	58	Original	88	Original	118	Original
Original	59	Original	89	Original	119	Original
Original	60	Original	90	Original	120	Original

* = New/Revised this Issue

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SYMBOLS

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

- (C) All other Changes
- (D) Change Resulting in a Decrease to a Customer's Bill
- (I) Change Resulting in an Increase to a Customer's Bill

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TARIFF FORMAT

- A. Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.
- B. Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets 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 this sheet if these are the only changes made. 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.

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Effective: September 25, 2008

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Busy Hour – The two consecutive half hours during which the greatest volume of traffic is handled in the central office.

Call – A completed connection between the Calling and Called parties.

Calling Station – The telephone number from which a Call originates.

Called Station – The telephone number called.

Carrier Customer – A carrier that orders exchange access or retail services from the Company.

Commission – The Public Utilities Commission of South Dakota.

Company or Carrier – Network Innovations, Inc. unless specifically stated otherwise.

Customer – A person, association, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff.

Digital Signal, Level 1 (“DS1”) – Capable of transmitting data at 1.544 Mbps.

Digital Signal, Level 3 (“DS3”) – Capable of transmitting data at 44.736 Mbps.

Day – The period of time from 8:00 a.m. to (but not including) 5:00 p.m., Monday through Friday, as measured by local time at the location from which the Call is originated.

Disconnect – To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

Evening – The period of time from 5:00 p.m. to (but not including) 11:00 p.m., Sunday through Friday and any time during a Holiday, as measured by local time at the location from which the Call is originated.

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Effective: September 25, 2008

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**1.1 Definitions** (Cont'd)

Individual Case Basis (“ICB”) – A determination that the Customer’s service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company’s cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff on a confidential basis upon staff’s written request to the Company.

Incomplete – Any Call where voice transmission between the Calling and Called station is not established.

Holiday – For the purposes of this tariff recognized holidays are New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Message – A completed telephone call by a Customer or User.

Normal Business Hours – The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Optical Carrier, Level 3 (“OC3”) – A SONET channel capable of transmitting data at 155.52 Mbps.

Optical Carrier, Level 12 (“OC12”) – A SONET channel capable of transmitting data at 622.08 Mbps.

Optical Carrier, Level 48 (“OC48”) – A SONET channel capable of transmitting data at 2.488 Gbps.

Premises – The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate – Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Terminal Equipment – Telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically, or inductively to the telecommunication system.

Issued: September 5, 2008

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.1 Definitions (Cont'd)

User – Customer or any authorized person or entity that utilizes the Company’s services.

Weekend – The hours of 8:00 a.m. to 11:00 p.m. on Saturday, and 8:00 a.m. to 5:00 p.m. on Sunday, as measured by local time at the location from which the call is originated.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

1.2 Abbreviations

CLEC – Competitive Local Exchange Carrier

CO – Central Office

CPE – Customer Premises Equipment

DS1 – Digital Signal, Level 1

DS3 – Digital Signal, Level 3

Gbps – Gigabits per second; one thousand million bits per second transmission speed.

ICB – Individual Case Basis

ILEC – Incumbent Local Exchange Carrier

Mbps – One million megabits per second data transmission speed

NPA – Numbering Plan Area (Area Code)

OC3 – Optical Carrier, Level 3

OC12 – Optical Carrier, Level 12

OC48 – Optical Carrier, Level 48

PBX – Private Branch Exchange

PIC – Primary or Preferred Interexchange Carrier

POP – Point of Presence

V&H – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth in this tariff. When authorized by the Customer, the Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.
- 2.1.2 The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.3 The Company's customer service representatives for billing and service inquiries may be reached, toll-free, at 866-892-0915. Customers wishing to communicate with the Company in writing may send correspondence to: 1101 W. Lake Street, Chicago, IL 60607.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2 Limitations of Service**

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Users.
- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services may be denied for noncompliance with any of the Commission's regulations, or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5 The use of the Company's services to send data transmissions or make telephone calls which might reasonably be expected to frighten, abuse, torment, or harass another is prohibited.
- 2.2.6 Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.7 Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.8 Service to any or all Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.9 The Company reserves the right to discontinue furnishing service where the Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability

- 2.3.1 Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2 The Company is not liable to Users for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4 The Company shall not be liable for and the User shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A Any act or omission of: (i) the User; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.4.F Claims arising out of any act or omission of the User in connection with service provided by the Company.
- 2.3.4.G Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the User obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Customer.
- 2.3.4.I Defacement of or damage to the Customer's Premises or personal property resulting from the furnishing of services or equipment on such Premises or the installation or removal thereof.
- 2.3.4.J Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K Any noncompleted Calls due to network busy conditions; and
- 2.3.4.L Any Calls not actually attempted to be completed during any period that service is unavailable.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Limitations of Liability (Cont'd)

- 2.3.5 The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the User.
- 2.3.6 Any claim against the Company shall be deemed waived unless presented to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.
- 2.3.7 The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the User should not rely on any such statement.
- 2.3.8 Any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders, complying with tariff regulations and assuring that Users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Customer or made available by the Customer to another User.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provisioning of the Company's services, the Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4 The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer must pay the Company for replacement or repair of damage to the Company's equipment or facilities caused by negligent or improper use on the part of the Customer, Users, or others.
- 2.4.6 The Customer must indemnify the Company for the theft of any Company equipment or facilities installed at the Customer's Premises.

The Customer agrees to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any service interruption or loss of or damage to any property, whether owned by the Customer or others.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service****2.5.1 General**

2.5.1.A A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff. Service interruptions and refunds for service interruptions will be consistent South Dakota Regulations.

2.5.1.B An interruption period begins when the User reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

2.5.1.C If the User reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service facility or circuit considered by the Company to be impaired.

2.5.2 Application of Credits for Interrupted Services

2.5.2.A At the Customer's request, a credit allowance for a continuous interruption will be provided consistent with South Dakota Regulations.

2.5.2.B Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C In the event the User is affected by such interruption for a period of less than twenty-four (24) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

2.5.3 Limitations on Allowances

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

2.5.3.A.1 due to the negligence of, or noncompliance with the provisions of this tariff by, any person or entity other than the Company, including but not limited to the Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2 due to the failure of power, equipment, systems or services not provided by the Company;

Issued: September 5, 2008

By:

Rick Stern, CEO
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Effective: September 25, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

2.5.3.A. (Cont'd)

- 2.5.3.A.3 due to circumstances or causes beyond the control of the Company;
- 2.5.3.A.4 during any period in which the Company is not given full and free access to the Customer's or Company's facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5 during any period in which the User continues to use the service on an impaired basis;
- 2.5.3.A.6 during any period in which the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- 2.5.3.A.7 that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- 2.5.3.A.8 that was not reported to the Company within thirty (30) days of the date that service was affected.

Issued: September 5, 2008

By:

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Effective: September 25, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Termination of Service**

2.6.1 A Customer may terminate service, with or without cause, by giving the Company notice. If the Customer has a term contract, early termination charges may apply. The Company may terminate service with ten (10) business days' written notice to the Customer for any of the following occurrences:

- 2.6.1.A Failure of the Customer to pay a non-disputed delinquent account;
- 2.6.1.B Failure of the Customer to make satisfactory arrangements to pay arrearages or meet the requirements of a payment agreement;
- 2.6.1.C Failure of the Customer to permit the Company to have reasonable access to its equipment, facilities, service connections or other property;
- 2.6.1.D Failure of the Customer to provide the Company with adequate assurances that an unauthorized use or practice will cease;
- 2.6.1.E Customer non-compliance with Commission regulations;
- 2.6.1.F Customer fraud or material misrepresentation of identity for purpose of obtaining telephone service
- 2.6.1.G Failure of the Customer to adhere to contractual obligations with the Company.

2.6.2 The Company may terminate service *without written notice* to the Customer for any of the following occurrences:

- 2.6.2.A Customer's maintenance or operation of its equipment in such a manner as to adversely affect the Company's equipment or service to others;
- 2.6.2.B Customer non-compliance with any provision of this tariff which results in threatening the safety of a person or the integrity of the service delivery system of the Company;
- 2.6.2.C Customer tampering with the Company's equipment or service;
- 2.6.2.D Customer's unauthorized or illegal use of the Company's service or equipment.

Issued: September 5, 2008**By:**

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Effective: September 25, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Termination of Service (Cont'd)

2.6.3 Termination of service and customer notification of termination of service will conform to all applicable requirements of Public Utilities Commission of South Dakota Regulations.

Issued: September 5, 2008

By:

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Effective: September 25, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.7 Payment of Charges

- 2.7.1 The Customer is responsible for payment of all charges for service furnished to the User.
- 2.7.2 The Company reserves the right to assess late payment charges for Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month for business customers and 1.25% per month for residential customers. This late fee may not include previously-accrued late payment charges.
- 2.7.3 Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length. A Customer's bill will be due and payable twenty (20) days from the date of the postmark on the bill.

2.8 Deposits

- 2.8.1 The Company may require a Customer to make a deposit to be held as a guarantee for payment of charges. The Company's credit and deposit policies will be equitable and non-discriminatory throughout its service area without regard to the economic character of the area or any part thereof. The Company will inform the Customer, in writing, of the reasons for the deposit request and the process by which service can be received without posting a deposit. The deposit shall not exceed an amount equal to two-twelfths of the estimated charge for this service for the ensuing twelve months. (C)
- 2.8.2 Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills, including any penalties assessed for service furnished by the Company. (C)
- 2.8.3 Interest rate on deposit will accrue at the rate of 6% per annum. (C)
- 2.8.4 The Company shall annually and automatically refund the deposits of customers who have paid bills for twelve consecutive months without having had service discontinued for nonpayment, or had more than one occasion on which a bill was not paid within the prescribed period and are not delinquent in payment.
- 2.8.5 If a Customer's service or facility is discontinued, deposits will be returned. (C)

Issued: September 5, 2008

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Effective: September 25, 2008

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9 Advance Payments

The Company may require advance payments from Customers for the following services:

- (1) The construction of facilities and furnishing of special equipment; or
- (2) Temporary Service for short-term use.

2.10 Contested Charges

All bills are presumed accurate, and shall be binding on the Customer unless objection is received either orally or in writing before actual suspension or termination of service. Suspension or Termination is prohibited until resolution of the dispute. In the event that a billing dispute between the Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Customer may take the following course of action:

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

2.10.2 Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Customer, within ten days of the notification or mailing of the Company's written summary of the findings or resolution of the dispute, a formal complaint may be filed with Consumer Services of the Public Utility Commission of South Dakota, 500 East Capitol Avenue, 1st Floor, Pierre, SD 57501-5070; telephone (605) 773-3201 and toll free (800) 332-1782, in accordance with the Commission rules of procedure. Consumer Services shall have primary jurisdiction over customer complaints.

2.11 Taxes

State and local sales, use and similar taxes, including gross receipts taxes, are billed as separate items.

Issued: September 5, 2008

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Effective: September 25, 2008

DESCRIPTION OF SERVICE

2.12 [Reserved for Future Use]

Issued: September 5, 2008
By:

Rick Stern, CEO
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Effective: September 25, 2008

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**2.13 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the Customer of the Company's service or equipment, or another date mutually agreed-upon by the Customer and the Company. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by the Company of notification of cancellation as described in Section 2 of this tariff.

2.14 Calculation of Distance

2.14.1 Where applicable, usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

2.14.2 Where applicable, the airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

2.14.2.A The airline distance between any two (2) rate centers is determined as follows:

2.14.2.B Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced document.

2.14.2.B.1 Compute the difference between the "V" coordinates of the two (2) rate centers; and the difference between the two (2) "H" coordinates ($X1-X2 = V$; $Y1-Y2 = H$).

2.14.2.B.2 Square each difference obtained in Section 3.3.2.B.1 above (V^2 ; H^2).

2.14.2.B.3 Add the square of the "V" difference and the square of the "H" difference obtained in Section 3.3.2.B.2 above ($V^2 + H^2 = S$).

Issued: September 5, 2008

By:

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Effective: September 25, 2008

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.3 Calculation of Distance (Cont'd)

3.3.2 (Cont'd)

3.3.2.B. (Cont'd)

2.14.2.B.4 Divide the sum of the squares by 10 ($S/10 = M$).

2.14.2.B.5 Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

2.15 [Reserved for Future Use]

Issued: September 5, 2008

By:

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Effective: September 25, 2008

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**2.16 Data Telecommunications and Leased Line Service**

The Company offers data telecommunications and leased line services. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including Customer commitment to a volume of service for a fixed term of months.

The following services are available from the Company, where technically and economically feasible:

2.16.1 Leased Line Service

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's fiber-optic network specified by the Customer. Leased Line service is provided to Customers on a nationwide basis with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps). A local access line may be necessary to connect the Customer network or premise with the Company POP. This local access line may be provided to the Customer by the Customer's local exchange carrier.

Issued: September 5, 2008**By:**

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Effective: September 25, 2008

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**2.17 Miscellaneous Services****2.17.1 Order Change**

An Order Change is a change in the Customer's service requested subsequent to installation.

2.17.2 Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company will bill the Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as cashier's check, certified check or money order.

2.17.3 Reconnection

Reconnection charges occur where service to an existing Customer has been discontinued for proper cause, and the Customer desires to resume service with the Company. Where a Customer desires reconnection, the Customer will be charged a fee to cover the cost to the Company of restoring service to the Customer.

2.18 Promotions

The Company may make promotional offerings of its tariffed services which may include reducing or waiving applicable charges for the promoted service. No individual promotional offering will exceed six months in duration, and any promotional offering will be extended on a non-discriminatory basis to any customer similarly classified who requests the specific offer. All promotions will be filed with the Commission in the form of tariff Supplements.

Issued: September 5, 2008**By:**

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Effective: September 25, 2008

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)**2.19 Individual Case Basis Arrangements ("ICB")**

A determination that the Customer's service requirements can only be satisfied by a complex Customer-Carrier arrangement for which it is difficult or impossible to establish general tariff provisions. ICB rates will be structured to recover the Company's cost of providing service and will be made available to similarly situated customers in a non-discriminatory manner. Terms of the specific ICB contracts will be made available to the Commission staff upon staff's written request to the Company.

Issued: September 5, 2008**By:**

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Effective: September 25, 2008

SECTION 4 - RATES AND CHARGES

4.1 Service Offerings

4.1.1 Leased Line Service – Nonrecurring Installation Charges

	<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
		12	18	24	36
DS1		\$550.00	\$550.00	\$500.00	\$475.00

Note: The foregoing rates represent a one time installation charge associated with the Service.

4.1.2 Leased Line Service – Base Rates for Recurring Charges

	<u>Transmission Speed</u>	<u>Term of Contract in Months</u>			
		12	18	24	36
DS1		\$699.00	\$649.00	\$599.00	\$549.00

Note: The foregoing rates are per circuit, per month. Contracts over 36 months will be priced ICB.

Issued: September 5, 2008
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Effective: September 25, 2008

SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Service Offerings (Cont'd)

4.1.3 Leased Line Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>			
	12	18	24	36
\$1,000.00	5%	7%	9%	11%
\$2,000.00	7%	9%	11%	13%
\$3,000.00	9%	11%	13%	15%
\$4,000.00	11%	13%	15%	17%
\$5,000.00	13%	15%	17%	19%
\$6,000.00	15%	17%	19%	21%
\$7,000.00	17%	19%	21%	23%
\$8,000.00	19%	21%	23%	25%
\$9,000.00	21%	23%	25%	27%
\$10,000.00	23%	25%	27%	29%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

Example: End User orders 8 DS1 circuits on a 36 month contract.

Base Rate per DS1 for a 36 Mo. Contract = \$549.00

Multiplied by 8 circuits, Gross Monthly Cost = \$4392.00

Volume Discount to apply at the \$4,000.00 level = 17%

Net Monthly Cost after discounts = \$3645.36 or \$455.67 per DS-1

Issued: September 5, 2008

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Effective: September 25, 2008

SECTION 4 - RATES AND CHARGES (Cont'd)

4.2 Miscellaneous Services

4.2.1 Order Change

Per Change: \$40.00

4.2.2 Bad Check Charge

Per Check: \$20.00

4.2.3 Reconnection

Per Reconnection: \$6.00

4.2.4 Carrier Surcharge Recovery

4% of Billed Invoice (I)
Excluding Taxes (I)

4.3 Maintenance Visit Charges

Mon-Sat, 8 am-5 pm:

Initial 15 minutes or fraction thereof \$45.00

Each additional 15 minutes \$10.00

Sun and Mon-Sat, excluding 8 am-5 pm:

Initial 15 min. or fraction thereof \$55.00

Each additional 15 minutes or fraction thereof \$15.00

Holidays:

Initial 15 minutes or fraction thereof \$55.00

Each additional 15 min. or fraction thereof \$15.00

Issued: September 5, 2008

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Effective: September 25, 2008

**SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY**

5.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

Issued: September 5, 2008

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Effective: September 25, 2008

**SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

5.1 General (Cont'd)

- B. The TSP program has two components, restoration and provisioning.
- 1) A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - 2) A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

Issued: September 5, 2008

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Effective: September 25, 2008

**SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

5.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- A. Determine that the user’s telecommunications service supports an NS/EP function under one of the following four TSP categories.
 - 1) National Security Leadership
 - 2) National Security Posture and U.S. Population Attack Warning
 - 3) Public Health, Safety, and Maintenance of Law and Order
 - 4) Public Welfare and Maintenance of National Economic Posture
- B. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- C. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- D. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- E. Submit the SF 315 to the OPT.
- F. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

Issued: September 5, 2008

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**SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

5.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

- A. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- B. Verify that the Company cannot meet the service due date without a TSP assignment.
- C. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

Issued: September 5, 2008

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Effective: September 25, 2008

**SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

5.4. Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

Issued: September 5, 2008

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Effective: September 25, 2008

SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)

5.5 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- D. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F. Confirm completion of TSP service order activity to the OPT.
- G. Participate in reconciliation of TSP information at the request of the OPT.
- H. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K. Disclose content of the NS/EP TSP database only as may be required by law.
- L. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

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**SECTION 5 – EMERGENCY/ CRISIS/ DISASTER RESTORATION AND
PROVISIONING TELECOMMUNICATIONS SERVICE PRIORITY (Cont'd)**

5.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

Issued: September 5, 2008

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EXHIBIT C

Resumes of Key Personnel

RICK ALAN STERN
625 Orchard Pond Drive
Lake Zurich, IL 60047
312-543-9249

Network Innovations, Inc.

CEO; 2/02 3 – Present

Roles and Responsibilities:

- Executive Management for Network Innovations, Inc.
- Executive level guidance of company Sales and Marketing efforts
- Responsible for guidance of Finance and Accounting department
- Oversee General back office Operations, Customer Service, Network Operations Center
- Planning and Design of Network service and network infrastructure.

Attributes:

- Innovative thinker with broad-based expertise in operations, finance, and business development.
- Proven ability to quickly analyze key business drivers and develop strategies to grow the bottom line.
- High-integrity, energetic leadership known for the ability to envision and create successful outcomes in complex situations.
- Diverse industry and functional expertise, with a tenacious commitment to driving sales, profit, and market-share growth.

Mpower, Inc.

MANAGER AGENT MARKETING; 04/03-11-03

- Responsible for recruiting and managing agents for Chicago area
- Currently manage a base of Master Agents and Agents offering CLEC service to small and mid market accounts.
- Responsible for selling Mpower's first PRI orders in Chicago
- Responsible for selling Mpower's largest single agent order in the country

Network Innovations, Inc. MASTER Agent Program for Universal Access, Inc.
(Independent contractor for UAI.)

DIRECTOR OF SALES; 2/02-04/03

- Ran national sales efforts encompassing IP, Data, and Dedicated Hosting service
- Responsible for the overall domestic United States sales and marketing effort
- Support a nationwide base of sales agents specifically for our wholesale private line offering
- Instrumental in completing customer MSA for a top five telecom provider
- Established an active client base generating between 30-100 quotes per day for private line service requests

Universal Access, Inc.

DIRECTOR, STRATEGIC PROGRAMS; 11/00-2/02

- Responsible for overall sales and account penetration on five C.O.R.E. accounts
- Managed sales efforts for account positioning and penetration on new corporate initiative for National Accounts in the Wholesale segment
- Led and guided team of 5 Account Directors and 10 Account Managers in strategic planning and account strategy
- Played crucial role in securing UAI's first quarter million dollar monthly billing C.O.R.E. account

DIRECTOR, ALTERNATE CHANNELS

- Responsible for the design of the Alternate Channel program including but not limited to: Legal contracts, financial analysis, cost of sale modeling, design of order process flow, engineering & customer support efforts, recruiting & contracting agents / partners, securing new customer accounts
- Directly secured 20 plus new partners committing to over \$24,000,000 in annualized revenues
- Established a base of over 75 active quoting agents averaging over \$2,000,000.00 in quotes on a monthly basis

MCI WorldCom

MANAGER, AGENT MARKETING; 12/95-11/00.

- Responsible for recruiting, managing, maintaining and training over 200 sales Distributors in the Ameritech and US West regions
- Produced over \$3,000,000.00 in new revenues in the year 2000
- Managed an account base of approximately 38 million annually
- Developed Intro to WorldCom marketing kit for new agents
- 2000 Presidents Club Award Winner and #2 Agent Manager at 210%
- 1999 Presidents Club Award Winner and #2 Agent Manager at 208%
- 1998 Presidents Club Award Winner and #1 Agent Manager at 220%
- 1997 Presidents Club Award Winner and #1 Agent Manager at 400%

REGIONAL HOSPITALITY MANAGER; 6/95-12/95

- Promoted to interim Sales Manager of team of 5 National Account Execs.
- Responsible for managing and training over 250 commercial sales representatives in the Operator Services business segment
- Successfully achieved consistent performance over 175%
- Ranked #1 Sales Manager during tenure in position

NATIONAL ACCOUNT EXECUTIVE; 5/94-6/95.

- Responsible for Hospitality sales in the Ameritech region
- Managed an account base of over \$2.1 million annually
- Ranked # 1 in Operator services for WORLDCOM in 7/94, 10/94, 3/95

Sprint, Corp.

MAJOR ACCOUNT EXECUTIVE; 8/91-5/94

- Sold and maintained major accounts in Chicago Loop territory
- Managed an account base of approximately \$1 million annually
- Offered a full range of business products including voice and data
- Consistently sold over 125% during tenure with Sprint

Allnet Communications, Inc.

ACCOUNT EXECUTIVE; 7/90-8/91

- Consistently ranked in top 3 sales executives during tenure
- Won Top presenter award for Chicago office
- Sold and maintained commercial accounts in Suburban Chicago
- Sold over 140% of quota during tenure

EDUCATION:

Bachelors of Science; Telecommunications, 1990, University of Florida
Harvard Business School; Executive Education Program 2007

SPECIAL INTERESTS: 1985-Present:

Actively study various martial art styles ranging from Karate 1st Degree Black Belt – Brazilian JiuJitsu – Pencak Silat – Muay Thai boxing (Brown Belt equivalent) – 7 Star Praying Mantis Kung Fu (Red Sash level 3)

RONALD GRASON

EXPERIENCE

- 1997 – Present
- Internet Consultant – Major Accounts* **VERIO** Chicago, IL
- Selling commercial dedicated Internet access (T1/DS3), DSL, collocation, VPNs, ecommerce, and security solutions. Target market from mid-size businesses to Fortune 500. Hardware lines include Cisco, Sun, Paradyne, Netopia, Checkpoint, Watchguard, and Axent.
 - Developing channel sales and OEM product line to ISP's, web developers, and system integrators; providing turn-key solutions, from infrastructure to connectivity.
 - Integral role in start-up office. Assisted in developing strategic pricing plans, contracts, marketing materials, commission compensation plans, and hiring of sales team.
 - President's Club 1998, 1999 (#8 Rep from pool of 200+)
- 1997 – Ongoing
- Regional Sales Manager* **CELNET COMMUNICATIONS** Chicago, IL
- Sales manager for the Chicago region. Top producing region in the nation, second quarter '97.
 - Products included commercial long distance, dedicated Internet, and proprietary dial-up Internet service.
 - Established training programs for sales representatives. Programs included switched and dedicated voice services, frame relay, ATM, Internet, and network/Internet hardware.
- 1996 – 1997
- Commercial Account Executive* **WORLDCOM** Chicago, IL
- Sold commercial long distance, leased data lines, and UUNET dedicated Internet access at 125% of quota.
 - Top producing rep. on team of ten.
- 1991 – 1996
- Manager* **THE MAIN EVENT** Chicago, IL
- Managed and initiated new account developments and purchasing. Started wholesale division, increasing revenues 35%.
 - Organized and directed marketing campaign, including bulk mailings, radio slots, and television commercials.

EDUCATION

- January 1994
- LOYOLA UNIVERSITY OF CHICAGO** Chicago, IL
- BS, Biology.
 - Graduated Cum Laude.

EXHIBIT D

Applicant Financials – Public Copy

Network Innovations, Inc.
Balance Sheet (1)
As of the Year Ending December 31, 2005

	2005
Cash	██████████
Accounts Receivable	██████████
Current Assets	██████████
Net Fixed Assets	██████████
Total Assets	██████████
Accounts Payable	██████████
Accrued Payables	██████████
Revolving Credit	██████████
Taxes Payable	██████████
Deferred Revenue	██████████
Current Liabilities	██████████
Long-Term Debt	██████████
Total Liabilities	██████████
Partners' Equity	██████████
Retained Earnings	██████████
Total Equity	██████████
Total Liabilities & Equity	██████████

(1) Results were produced based on Modified Cash Accounting

**Network Innovations, Inc.
Income Statement (1)
For the Year Ending December 31, 2005**

	2005
Revenues	██████████
Cost of Goods Sold	██████████
Gross Profit	██████████
Compensation	██████████
Professional Services	██████████
Travel & Expenses	██████████
Occupancy	██████████
Sales & Marketing	██████████
Fees & Services	██████████
Depreciation	██████████
Operating Expenses	██████████
Operating Income	██████████
Other Income	██████████
Interest Expense	██████████
Net Other Income	██████████
Pre-Tax Income	██████████

(1) Results were produced based on Modified Cash Accounting

**Network Innovations, Inc.
Statement of Cash Flows
For the Year Ending December 31, 2005**

	For the Year Ended December 31, 2005	
OPERATING ACTIVITIES		
Net Income	\$	██████████
Depreciation		██████████
		██████████
Adjustments to reconcile Net Income to net cash provided by operations:		
Accounts Receivable		██████████
Accounts Payable		██████████
Accrued Payables		██████████
Revolving Credit		██████████
Carrier Taxes Payable		██████████
Deferred Revenue		██████████
Net cash provided by Operating Activities		██████████
INVESTING ACTIVITIES		
Net cash provided by Investing Activities		██████████
FINANCING ACTIVITIES		
Long-Term Debt		██████████
Partners' Equity		██████████
Net cash provided by Financing Activities		██████████
NET CASH INCREASE FOR THE PERIOD		
		██████████
Cash at beginning of period		██████████
Cash at end of period	\$	██████████
		██████████
		██████████

Network Innovations, Inc.

Balance Sheet

As of the Fiscal Year Ended December 31,
2006

	<u>2006</u>
ASSETS	
Current Assets	
Cash	\$ [REDACTED]
Accounts Receivable	[REDACTED]
Accrued Receivables	[REDACTED]
Prepaid Expense	[REDACTED]
Total Current Assets	[REDACTED]
Fixed Assets	
Fixed Assets	\$ [REDACTED]
TOTAL ASSETS	[REDACTED]
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	\$ [REDACTED]
Accrued Liabilities	[REDACTED]
Dispute Reserve	[REDACTED]
Payroll Liabilities	[REDACTED]
Customer Deposits	[REDACTED]
Telecom Taxes Payable	[REDACTED]
Carrier Taxes Payable	[REDACTED]
Agent Commissions Payable	[REDACTED]
Revolving Credit	[REDACTED]
Current Portion of LT Debt	[REDACTED]
Total Current Liabilities	[REDACTED]
Long Term Liabilities	
Long-Term Liabilities	[REDACTED]
Total Liabilities	[REDACTED]
Equity	
Equity	[REDACTED]
Retained Earnings	[REDACTED]
Net Income	[REDACTED]
Total Equity	[REDACTED]
TOTAL LIABILITIES & EQUITY	\$ [REDACTED]

Network Innovations, Inc.
Income Statement
For the Fiscal Year Ending December 31, 2006

	2006
Revenues	██████████
Cost of Goods Sold	██████████
Gross Profit	██████████
Expense	
Compensation	██████████
Professional Services	██████████
Travel & Expense	██████████
Occupancy	██████████
Sales & Marketing	██████████
Fees & Services	██████████
Bad debt	██████████
Depreciation	██████████
Total Expense	██████████
Operating Income	██████████
Other Income/Expense	
Other Income	
Other Income	██████████
Dividend Income	██████████
Interest Income	██████████
Total Other Income	██████████
Other Expense	
Interest Expense	██████████
Total Other Expense	██████████
Net Other Income	██████████
Net Income	██████████

Network Innovations, Inc.
Statement of Cash Flows
For the Fiscal Year Ending December 31, 2006

	2006
OPERATING ACTIVITIES	
Net Income	\$
Depreciation	██████████
	██████████
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	██████████
Accrued Receivables	██████████
Prepaid Expense	██████████
Accounts Payable	██████████
Accrued Liabilities	██████████
Dispute Reserve	██████████
Payroll Liabilities	██████████
Customer Deposits	██████████
Telecom Taxes Payable	██████████
Carrier Taxes Payable	██████████
Agent Commissions Payable	██████████
Revolving Credit	██████████
Current Portion of LT Debt	██████████
Net cash provided by Operating Activities	██████████
INVESTING ACTIVITIES	
Net cash provided by Investing Activities	██████████
FINANCING ACTIVITIES	
Long-Term Liabilities	██████████
Equity	██████████
Net cash provided by Financing Activities	██████████
NET CASH INCREASE FOR THE PERIOD	
Cash at beginning of period	██████████
Cash at end of period	\$ ██████████

NETWORK INNOVATIONS
Balance Sheet
For the Year Ending December 31, 2007

2007

Cash	\$ [REDACTED]
Accounts Receivable	[REDACTED]
Vendor Deposits	[REDACTED]
Other Current Assets	[REDACTED]
Current Assets	<hr/> [REDACTED]
Net Fixed Assets	[REDACTED]
Total Assets	<hr/> <hr/> [REDACTED]
Accounts Payable	[REDACTED]
Accrued Payables	[REDACTED]
Revolving Credit	[REDACTED]
Taxes Payable	[REDACTED]
Unearned Revenue	-
Customer Deposits	[REDACTED]
Current Portion of LT Debt	-
Current Liabilities	<hr/> [REDACTED]
Long-Term Debt	-
Total Liabilities	<hr/> <hr/> [REDACTED]
Owners' Equity	[REDACTED]
Retained Earnings	[REDACTED]
Total Equity	<hr/> [REDACTED]
Total Liabilities & Equity	<hr/> <hr/> \$ [REDACTED]

NETWORK INNOVATIONS
Income Statement
For the Year Ending December 31, 2007

2007

Revenues	\$ [REDACTED]
Cost of Goods Sold	[REDACTED]
Gross Profit	[REDACTED]
Compensation	[REDACTED]
Professional Services	[REDACTED]
Travel & Expenses	[REDACTED]
Occupancy	[REDACTED]
Sales & Marketing	[REDACTED]
Fees & Services	[REDACTED]
Bad Debt	[REDACTED]
Depreciation	[REDACTED]
Operating Expenses	[REDACTED]
Operating Income	[REDACTED]
Other Income	[REDACTED]
Interest Expense	[REDACTED]
Net Other Income	[REDACTED]
Net Income	\$ [REDACTED]

NETWORK INNOVATIONS
Statement of Cash Flows
For the Year Ending December 31, 2007

	2007
OPERATING ACTIVITIES	
Net Income	\$ [REDACTED]
Depreciation	[REDACTED]
	<hr/>
Adjustments to reconcile Net Income to net cash provided by operations:	
Accounts Receivable	[REDACTED]
Vendor Deposits	[REDACTED]
Other Current Assets	[REDACTED]
Accounts Payable	[REDACTED]
Accrued Payables	[REDACTED]
Revolving Credit	[REDACTED]
Taxes Payable	[REDACTED]
Current Portion of LT Debt	0
Unearned Revenue	[REDACTED]
Customer Deposits	[REDACTED]
Net cash provided by Operating Activities	<hr/> [REDACTED] <hr/>
INVESTING ACTIVITIES	
Net cash provided by Investing Activities	<hr/> [REDACTED] <hr/>
FINANCING ACTIVITIES	
Long-Term Debt	[REDACTED]
Owners' Equity	[REDACTED]
Net cash provided by Financing Activities	<hr/> [REDACTED] <hr/>
NET CASH INCREASE FOR THE PERIOD	
Cash at beginning of period	[REDACTED]
Cash at end of period	<hr/> \$ [REDACTED] <hr/>