Schedule of Rates, Rules and Regulations
Governing Access Services
Provided in the State of South Dakota

OFFERED BY

VP TELECOM, INC.

1701 N. Louise Ave.
Sioux Falls, S.D. 57107

This tariff contains the descriptions, regulations, and rates applicable to furnishing of Service and facilities for access Services within the State of South Dakota by VP Telecom, Inc. This tariff is on file with the South Dakota Public Utilities Commission and copies may also be inspected during normal business hours at the following location: 1701 N. Louise Ave., Sioux Falls, S.D. 57107. To receive Services under the tariff, you can call 1-866-834-7837.

TABLE OF CONTENT

Description **Page Number**

Title Page....Title Page
Terms and Conditions.... 1
Table of Contents....2-4
Explanation of Symbols....4
Application of Tariff....5

Section

Section 1 - Definition of Terms....6-8
Section 2 - Undertaking Of The Company....9
2.1 General....9
2.2 Description of Service....9
2.3 Application for Service....9
2.4 Shortage of Equipment or Facilities....10
2.5 Terms and Conditions....10
2.6 Liability of the Company....11-13
2.7 Notification of Service-Affecting Activities....13
2.8 Provision of Equipment and Facilities....14-15
2.9 Nonroutine Installation....15-16
2.10 Ownership of Facilities....16
2.11 Optional rates and Information Provided to the Public....16
2.12 Continuity of Service....16
2.13 Governmental Authorizations....17
Section 3 – Obligations Of the Customer....18
3.1 General....18-19
3.2 Prohibited Uses....19-20
3.3 Claims....21
3.4 Jurisdictional Reporting....21-23
Section 4 - Payment Arrangements....24
4.1 Payment for Service....24
4.2 Billing and Collection of Charges....25-26
4.3 Advance Payments....27
4.4 Discontinuance of Service....27-28
4.5 Cancellation of Application for Service....28-29
4.6 Changes in Service Requested....29
4.7 Taxes....30
4.8 Disputed Bills....30

Brad VanLeur, President
VP Telecom, Inc.
1701 N. Louise Ave.
Sioux Falls, SD 57107
605-977-6900

Section 5 - Use Of Customer's Service By Others 30
5.1 Resale and Sharing 30
5.2 Joint Use Arrangements 31
5.3 Transfers and Assignments 31
Section 6 - Cancellation of Service 32
Section 7 - Notices And Communications 33
Section 8 - Customer Equipment And Channels 34
8.1 General 34
8.2 Station Equipment 34
8.3 Interconnection of Facilities 35
8.4 Tests and Adjustments 35
8.5 Inspections 35-36
Section 9 - Allowances for Interruptions In Service 37
9.1 General 37
9.2 No Credit Allowances Will Be Made For 38
Section 10 - Application Of Rates 39
10.1 Distance Based Charges 39
Section 11 - Special Construction And Special Arrangements 40
11.1 Special Construction 40
11.2 Basis for Charges 41
11.3 Basis for Cost Computation 41-42
11.4 Termination Liability 42
Section 12 - Ordering Options For Switched Access Service 43
12.1 General 43-44
12.2 Access Order 44-51
Section 13 – Carrier Common Line Service 52
13.1 General Description 52
13.2 Limitations 52
13.3 Undertaking of the Company 52
13.4 Obligations of the Customer 53
13.5 Determination of Usage Subject to Carrier Common Line Access Charges 53
13.6 Measuring and Recording of Call Detail 54
13.7 Billing of Charges 54
13.8 Determination of Charges 54-56
Section 14 - Switched Access Service 57
14.1 General 57
14.2 Provision and Description of Switched Access Service Agreements 58-61
14.3 Obligations of Company 61-62
14.4 Obligations of the Customer 63

Brad VanLeur, President
VP Telecom, Inc.
1701 N. Louise Ave.
Sioux Falls, SD 57107
605-977-6900

Section 15 - Rates and Charges.....64
15.1 Rates for Switched Access Services.....64-68
15.2 Non-routine Installation/Maintenance Charges.....68
15.3 Individual Case Basis Arrangements.....68
15.4 Underbilling.....68-69

Explanation Of Symbols

The following symbols shall be used in this Tariff for the purposes indicated below.

(C) To signify changed listing, rule, or condition which may affect rates or changes.

(D) To signify discontinued material, including listing, rate, rule or condition.

(I) To signify an increase.

(L) To signify material relocated from or to another part of Tariff Schedule with no change in text, rate, rules or conditions.

(N) To signify new materials including listing, rate, rule or condition.

(R) To signify reduction.

(T) To signify change in wording of text but not change in rate, rule or condition.

In addition to symbols for changes, each provision or rate element changed will contain a vertical one line which will clearly show the exact number of lines being changed.

Application of Tariff

This Tariff contains the Regulations and Rates applicable to intrastate Switched Access Services provided by Company within the State of South Dakota. Company's Services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The Rates and Regulations contained in this Tariff apply only to the Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or Services provided by a Local Exchange Telephone Company or other Common Carrier for use in accessing the Services of Company.

The Customer is entitled to limit the use of Company's Services by end users at the Customer's facilities, and may use other Common Carriers in addition to or in lieu of Company.

Section 1 – Definition Of Terms

Certain terms used generally throughout this Tariff for Communications Services of this Company are defined below.

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

Authorized User: A person, firm or corporation which is authorized by the Customer or Joint User to be connected to the Service of the Customer or Joint User, respectively.

Bit: The smallest unit of information in the binary system of notation.

Commission: South Dakota Public Service Commission

Company: VP Telecom, Inc., the issuer of this Tariff.

Customer: The person, firm or corporation which purchases Service and is responsible for the payment of charges and compliance with the Company's regulations.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer.

End Office: The term "end office" denotes the switching system office or serving wire center where Customer station loops are terminated for purposed of interconnection to each other and/or to trunks.

Individual Case Basis (ICB): A Service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the case.

Interconnect Carrier: Any carrier that connects to Company's network for exchange of communications traffic.

Joint User: A person, firm or corporation which is designated by the Customer as a user of Services furnished to the Customer by the Company and to whom a portion of the charges for the Service will be billed under a Joint User arrangement as specified in the Company's Tariff.

Section 1 – Definition Of Terms (Continued)

LATA: A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States Districe Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Price list F.C.C. No. 4.

Major Service Interruption: An interruption of Customer Service due to the Company's negligence or due to its noncompliance with the provisions of this Tariff.

PIU: Percent Interstate Usage

Premises: The space occupied by a Customer, Authorized User or Joint User in a building or buildings or contiguous property (except railroad rights-of-way, etc.) not separated by a highway.

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

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

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

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

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications.

Section 1 – Definition of Terms (Continued)

Transmission: The sending of electrical or optical signals over a line to a destination.

User: A Customer, Joint User, or any other person authorized by a Customer to use Service provided to the Customer under VP Telecom, Inc.'s Tariff.

Section 2 – Undertaking Of The Company

2.1 General

2.1.1 The Company does not undertake to transmit messages but offers the use of its facilities for the transmission of communications.

2.1.2 Customers and Users may use Services and facilities provided under the Tariffs of the Company to obtain access to Services offered by other companies. The Company is responsible for the Services and facilities provided under its Tariffs, and for its unregulated Services provided pursuant to contact, and it assumes no responsibility for any Service (whether regulated or not) provided by any other entity that purchases access to the Company's network in order to originate or terminate such entity's own Services, or to communicate with such entity's own Customers.

2.1.3 The Company shall have no responsibility with respect to billings, charges or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance Services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such Services and for the resolution of any disputes or discrepancies with the Service provider.

2.2 Description of Service

VP Telecom's Service consists of any of the business Services offered pursuant to this Tariff, either individually or in combination. Each business Service is offered independent of the others, unless otherwise noted. Service is offered via the Company's facilities or in combination with transmission facilities provided by other certificated carriers.

2.3 Application for Service

Customers desiring to obtain VP Telecom's Service must complete the Company's standard Service order form(s).

Section 2 – Undertaking Of The Company (Continued)

2.4 Shortage of Equipment or Facilities

2.4.1 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control , on a nondiscriminatory basis.

2.4.2 The furnishing of Service under the Tariffs of the Company is subject to the availability on a continuing basis of all the necessary facilities and is limited to the reasonable capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish Service from time to time as required at the sole discretion of the Company.

2.5 Terms and Conditions

2.5.1 Service shall be provided on the basis of a minimum period of at least one (1) year.

2.5.2 Customers may be required to enter into written Service orders which shall contain or reference a specific description of the Service ordered, the rates to be charged, the duration of the Services, and the terms and conditions in the Tariffs of the Company. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

2.5.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, Service shall continue on a month-to-month basis at the then current rates unless terminated by either party. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service order and the Tariffs of the Company prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service order shall survive such termination.

2.5.4 In any action between the parties to enforce any provision of the Tariffs of the Company, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.

Section 2 – Undertaking Of The Company (Continued)

2.5 Terms and Conditions (Continued)

2.5.5 The Tariffs of the Company shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

2.6 Liability of the Company

2.6.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts or omissions, shall be limited to the extension of allowances for interruption as set forth in Section 9.0, following. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer or User as a result of any Company Service, equipment or facilities, or the acts or omissions or negligence of the Company, Company's employees or agents.

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

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

Section 2 – Undertaking Of The Company (Continued)

2.6 Liability of the Company (Continued)

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

2.6.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer shall indemnify and hold the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided.

2.6.6 The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this paragraph as a condition precedent to such installations.

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

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

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

Section 2 – Undertaking Of The Company (Continued)

2.6 Liability of the Company (Continued)

2.6.10 The Company shall not be liable for any damages resulting from delays in meeting any Service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.

2.6.11 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

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

2.6.13 The Company shall not be liable for any damages whatsoever associated with Service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing Services, facilities or equipment used for or in conjunction with VP Telecom.

2.7 Notification of Service Affecting Activities

To the extent possible, the Company will provide the Customer reasonable notification of Service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' Services. No specific advance notification period is applicable to all Service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned Service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Section 2 – Undertaking of the Company (Continued)

2.8 Provision of Equipment and Facilities

2.8.1 All Services along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.

2.8.2 The Company may undertake to use reasonable efforts to make available Services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff.

2.8.3 The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer, Joint User, or Authorized User may not, nor may they permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

2.8.4 Equipment the Company provides or installs at the Customer's premises for use in connection with the Services the Company offers shall not be used for any purpose other than that for which the Company provided the equipment.

2.8.5 The Customer shall be responsible for the payment of Service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer, Joint User, or Authorized User when the Service difficulty or trouble report results from the use of equipment or facilities the Customer, Joint User, or Authorized User provided.

2.8.6 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities; subject to this responsibility the Company shall not be responsible for:

Section 2 – Undertaking of the Company (Continued)

2.8 Provision of Equipment and Facilities (Continued)

2.8.6.1 the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or

2.8.6.2 the reception of signals by Customer provided equipment. The Customer Authorized User, or Joint User is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item (s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.8.7 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing VP Telecom, Inc.'s Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

2.8.8 VP Telecom may be connected to the Services or facilities of other communications carriers only when authorized by , and in accordance with , the terms and conditions of the Tariffs of the other communications carrier which are applicable to such connections.

2.9 Non-Routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours and/or in hazardous locations. In such cases, charges

Section 2 – Undertaking Of The Company (Continued)

2.9 Non-Routine Installation (Continued)

based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.10 Ownership of Facilities

Title to all facilities provided in accordance with the Tariffs of the Company remains with the Company, its agents or contractors. The Customer shall not have, nor shall it assert, any right, title or interest in all the fiber optic or other facilities and associated equipment provided by the Company hereunder.

2.11 Optional Rates and Information Provided to the Public

The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their Service. Pertinent information regarding the Company's Services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address. If required by the Commission, the Company will cause to have published a notice of its intention to charge its rates, tolls, charges, rules and regulations in one or more newspapers in circulation in the affected area.

2.12 Continuity of Service

In the event of prior knowledge of an interruption of Service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

Section 2 – Undertaking Of The Company (Continued)

2.13 Governmental Authorizations

The provision of Services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the Services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission or other applicable agency, and the Customer shall fully cooperate in and take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions, or directives.

Section 3 – Obligations Of The Customer

3.1 General

The Customer shall be responsible for:

3.1.1 the payment of all applicable charges pursuant to the Tariffs of the Company;

3.1.2 damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User with these regulations; or by fire or theft or other casualty on the Customer's or any User's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

3.1.3 providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate the Company facilities and equipment installed on the premises of the Customer or any User; and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

3.1.4 any and all costs associated with obtaining and maintaining of the rights-of-way from the point of entry at the Customer's location to the termination point where Service is finally delivered to the Customer, including, but not limited to, the costs of installing conduit or of altering the structure to permit installation of Company provided facilities. The Customer's use of such rights-of-way shall in all respects be subject to the terms, conditions and restrictions of such rights-of-way and of agreements between the Company and such third parties relating thereto, including without limitation, the duration applicable to and the condemnation of such rights-of-way, and shall not be in violation of any applicable governmental ordinance, law, rule, regulation or restriction. Where applicable, the Customer agrees that it shall assist the Company in the procurement and maintenance of such right-of-way. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for Service:

Section 3 – Obligations Of The Customer

3.1 General (Continued)

3.1.5 providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company;

3.1.6 identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;

3.1.7 complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer or User premises or the rights-of-way for which the Customer is responsible under Section 3.1.4; and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer or any User at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of Service as stated herein, removing the facilities or equipment of the Company;

3.1.8 not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and

3.1.9 making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which Service is interrupted for such purposes.

3.2 Prohibited Uses

3.2.1 The Services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.

Section 3 – Obligations Of The Customer (Continued)

3.2 Prohibited Uses

3.2.2 The Company may require applicants for Service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders and decisions.

3.2.3. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer shall not, without prior written consent of the Company, assign, transfer, or in any other manner dispose of, any of its rights, privileges, or obligations under this Tariff, and any attempt to make such an assignment, transfer, disposition without such consent shall be null and void.

3.2.4 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

3.2.5 A Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

3.2.6 Customer use of any resold Service obtained from other Service providers shall also be subject to any applicable restrictions imposed by the underlying providers.

3.2.7 A Customer, Joint User, or Authorized User shall not represent that its Services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

Section 3 – Obligations Of The Customer (Continued)

3.3 Claims

With respect to any Service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;

3.32 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Tariff.

3.4 Jurisdictional Reporting

When the Company receives sufficient call detail to determine the jurisdiction of some or all originating and terminating access minutes of use (MOU), the Company will use that call detail to render bills for those MOU and will not use PIU factors. When the Company receives insufficient call detail to determine the jurisdiction of some or all originating and terminating access MOU, the Company will apply PIU factor(s) provided by the Customer or developed by the company to those minutes for which the Company does not have sufficient call detail. PIU factor(s) must be provided in whole numbers and will be used by the Company to apportion use and/or charges between interstate and intrastate jurisdictions until Customer provides an update to its' PIU factor(s).

Section 3 – Obligations Of The Customer (Continued)

3.4.1 Originating Access: Originating Access Minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company's Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating Access Minutes will be measured as follows, based on type of access:

Section 3 – Obligations Of The Customer (Continued)

3.4 Jurisdictional Reporting (Continued)

3.4.1.1 For Feature group D Switched Access Services, as defined in Section 14.2.1, where the Company can determine jurisdiction by its call detail, the projected PIU will be developed by the Company on a quarterly basis by dividing the measured interstate originating minutes by the total Originating Access Minutes.

3.4.1.2 For Feature Group D with 950 Access as defined in Section 14.2.1, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of Originating Access Minutes.

3.4.1.3 For 500, 700, 800, calling card and operator Service access, the Customer must provide the Company with a projected PIU factor for each type of access. The Customer who provides a PIU factor shall supply the Company with an interstate percentage of Originating Access Minutes.

3.4.1.4 If no PIU for originating minutes is submitted as specified herein, then the projected PIU will be set on a default basis of 32 percent interstate traffic and 68 percent intrastate traffic. R I

3.4.2 Terminating Access: For Feature Group D Switched Access Services, the Customer must provide the Company with a projected PIU factor by supplying the Company with an interstate percentage of Terminating Access Minutes on a quarterly basis, as described in Section 3.4.4 below. If no projected PIU factor is submitted by the Customer, then the projected PIU will be set on a default basis.

3.4.3 Except where the Company measured access minutes are used as set forth in 3.4.1 above, the Customer reported projected PIU factor as set forth above will be used until the Customer reports a different projected PIU factor, as set forth below. The revised report will serve as the basis for future billing and will be effective on the next bill date.

Section 3 – Obligations Of The Customer (Continued)

3.4 Jurisdictional Reporting (Continued)

3.4.4 Effective on the first day of January, April, July and October of each year the Customer shall update its interstate and intrastate jurisdictional report. The Customer shall forward to the Company, to be received no later than 15 days after the first day of such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each Service arranged for interstate use, based solely on the traffic originating from or terminating to the Company Local Switching Center. The revised report will serve as the basis for the next three months billing and will be effective on the bill date for that Service. If the Customer does not supply the reports for those Services where reports are needed, the Company will assume the percentage to be the same as that provided previously. For those cases in which a quarterly report has never been received from the Customer, the Company will assume the percentages to be the same as those provided in the Access Service Request.

3.4.5 Jurisdictional Reports Verification: For Switched Access Service, if a billing dispute arises or the Commission questions the project PIU factor, the Customer will provide the data used to determine the projected PIU factor. The Customer will supply the data within 30 days of the Company request.

The Customer shall keep records of call detail from which the percentage a interstate and intrastate use can be ascertained and, upon request of the Company shall make the records available for inspection as reasonably necessary for purposes of verification of the percentages. The Company reserves the right to conduct an audit at any time during the year. The Customer, at its own expense, has the right to retain an independent auditing firm.

Section 4 – Payment Arrangements

4.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and Services furnished by the Company to the Customer and to all Users authorized by the Customer, regardless of whether those Services are used by the Customer itself or are resold or shared with other persons.

4.2 Billing and Collection of Charges

4.2.1 Nonrecurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.

4.2.2 The Company shall present invoices for Recurring Charges monthly to the Customer, in advance of the month in which Service is provided, and recurring Charges shall be due and payable within 30 days after the invoice is mailed.

4.2.3 Charges based on measured usage will be included on the next invoice rendered following the end of the month in which the usage occurs, and will be due and payable within 30 days after the invoice is mailed.

4.2.4 When Service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which Service was furnished will be calculated on a pro-rata basis. For this purpose, every month is considered to have 30 days.

4.2.5 Billing the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the Service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the Service or facility does not conform to standards set forth in the Tariffs of the Company or the Service Order. Billing accrues through and includes the day that the Service, circuit, arrangement or component is discontinued.

Section 4 – Payment Arrangements

4.2 Billing and Collection of Charges (Continued)

4.2.6 With respect to Business Customers only, if any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty shall be due to the Company. The late payment penalty shall be the portion of the payment not received by the date due, net of taxes, not compounded, multiplied by a monthly late factor of 1.5%.

4.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, a $25.00 fee will be assessed per check returned.

4.2.8 Ordering, Rating and Billing of Access Services where more than one exchange carrier is involved will be handled as follows:

All recurring and non-recurring charges for Services provided by each Exchange Carrier are billed under each Company's applicable Tariffs. Under a Meet Point Billing Arrangement, the Company will bill for charges for traffic carrier between the Company Local Switching Center and the End User and for the portion of any transport facilities provided by the Company between the Customer's location and the Company's local switching center.

The multiple billing arrangement described in this section is subject to the provisions of the Multiple Exchange Carrier Access Billing Guidelines (MECAB) and the Multiple Exchange Carrier Ordering and Design Guidelines (MECOD).

The Company must notify the Customer of: 1) the meet point option that will be used; 2) the Carrier(s) that will render the bill(s); 3) the Carrier(s) to whom payment should be remitted; and 4) the Carrier(s) that will provide the bill inquiry function. The Company shall provide such notification at the time orders are placed for Switched Access Service. Additionally, the Company shall provide this notice in writing 15 days in advance of any changes in the arrangement.

The Company will handle the ordering, rating and billing of Switched Access Services under this Tariff where more than one Exchange Carrier is involved in the provision of Switched Access Services as follows:

Section 4 – Payment Arrangements (Continued)

4.2.8.1 The Company must receive an order for Feature Group D (FGD) Switched Access Service, as defined herein, ordered to the Company's Local Switching Center through a switch operated by another Exchange Center.

4.2.8.2 In addition, for FGD Switched Access Service ordered to the Company's Local Switching Center through a switch operated by another Exchange Carrier with whom the Company has an agreement, the Customer may be required to submit an order as specified by the Exchange Carrier which operates the switch.

4.2.8.3 Separate bills will be rendered by the Exchange Carrier for FGD Access Service.

4.2.8.4 **Rating and Billing of Service:** Each Company will provide its portion of Access Service based on the Regulations, Rates and Charges contained in its respective Switched Access Service Tariff, subject to the following rules, as appropriate:

4.2.8.4.(a) The application of non-distance sensitive rate elements varies according to the rate structure and the location of the facilities involved;

4.2.8.4.(a).I when rates and charges are listed on a per minute basis, the Company's rates and charges will apply to traffic originating from the Customer's Premises and terminating at the End User's Premises, and vice versa.

Section 4 – Payment Arrangements (Continued)

4.3 Advance Payments

4.3.1 To safeguard its interests, the Company may require a Business Customer to make an advance payment before Services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and the first month's estimated recurring charges for the Service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill and may be required in addition to a deposit.

4.3.2 A Customer whose Service has been discontinued for nonpayment of bills will be required to pay the unpaid balance due carrier and may be required to pay reconnect charges.

4.4 Discontinuance of Service

4.4.1 Upon nonpayment of any amounts owing to the Company, the Company may, by giving ten (10) days prior written notice to the Customer, discontinue or suspend Service without incurring any liability.

4.4.2 Upon violation of any of the other material terms or conditions for furnishing Service the Company may, by giving ten (10) days prior notice in writing to the Customer, discontinue or suspend Service without incurring any liability if such violation continues during that period.

4.4.3 Upon condemnation of any material portion of the facilities used by the Company to provide Service to a Customer, or if a condition immediately dangerous or hazardous to life, physical safety or property exists, or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend Service without incurring any liability.

Section 4 – Payment Arrangements (Continued)

4.4.4 Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately require a deposit without incurring any liability.

4.4.5 Upon any governmental prohibition or required alteration of the Services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue Service without incurring any liability.

4.4.6 Upon the Company's discontinuance of Service to the Customer under paragraphs 4.5.1 or 4.5.2, the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of the Tariffs of the Company, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the minimum term for which such Services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent (6%).

4.4.7 Any Customer or Applicant for Service requesting the opportunity to dispute any action or determination of company under the Commission's Customer Service shall be given an opportunity for a supervisory review by the Company immediately following Customer's request for such review. Service will not be disconnected pending completion of the review.

4.5 Cancellation of Application for Service

4.5.1 Applications for Service are non-cancelable unless the Company otherwise agrees. Where the Company permits the Customer to cancel an Application for Service prior to the start of Service or prior to any special construction, no charges will be imposed except for those specified below.

Section 4 – Payment Arrangements (Continued)

4.5 Cancellation of Application for Service (Continued)

4.5.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the Service or in preparing to install the Service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of Services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had Service begun (all discounted to present value at six percent (6%).

4.5.3 Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.

4.5.4 The special charges described in paragraphs 4.6.1 through 4.6.3, above, will be calculated and applied on a case-by-case basis.

4.6 Charges in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, Service parameters, premises locations, or otherwise materially modifies any provision of the application for Service, the Customer's installation fee shall be adjusted accordingly.

Section 4 – Payment Arrangements (Continued)

4.7 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however, designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes, imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees and charges shall be separately designated on the Company's invoices, and are not included in the Tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.8 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Written dispute must be received by the company within 60 days of the payment due date. If a written dispute is not received by the Company within 60 days of the payment date, the bill statement shall be deemed to be correct and considered due and payable in full by Customer.

The Company, upon receiving a written dispute will investigate the merits of the dispute. Upon completion of its investigation, the Company will provide written notice to the customer regarding the disposition of the claim, i.e., resolved in favor of the Customer or resolved in favor of the Company. The Company will resolve the dispute and assess credits or penalties to the customer as follows:

• If the dispute is resolved in favor of the Company and the customer has paid the disputed amount on or before the payment due date, no credits or penalties will apply.

• If the dispute is resolved in favor of the Company and the customer has withheld the disputed amount, any payments withheld pending settlement of the dispute shall be subject to the late payment penalty as set forth in 4.2.6. preceding.

• If the dispute is resolved in favor of the customer and the customer has withheld the disputed amount, no credits or penalties will apply.

Section 4 – Payment Arrangements (Continued)

4.8 Disputed Bills (Continued)

• If the dispute is resolved in favor of the customer and the customer has paid the disputed amount, the customer will receive an interest credit from the Company for the disputed amount times a late factor. The late factor shall be the lesser of:

- the highest interest rate which may be levied by law for commercial transactions, compounded daily, or
- 0.000292 per day, compounded daily for the applicable number of days

Section 5 – Use of Customer's Service By Others

5.1 Resale and Sharing

Any Service provided under the Company Tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3 following. Customer remains solely responsible for all use of Services ordered by it or billed to its telephone number(s) pursuant to the Tariffs of the Company, for determining who is authorized to use its Services, and for notifying the Company of any use. Business rates apply to all Service that is resold or shared

Section 5 – Use of Customer's Service By Others (Continued)

5.2 Joint Use Arrangements

Joint Use Arrangements will be permitted for all Services available for resale and sharing pursuant to the Company Tariffs. From each Joint Use Arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the Service will be allocated. VP Telecom will accept orders to start, rearrange, relocate, or discontinue Service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the Service, each Joint User shall be responsible for the payment of the charges billed to it.

5.3 Transfers and Assignments

5.3.1 Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the Services and facilities provided by the Company without the written consent of the other party and any appropriate authorizations, if necessary, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company, (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c)pursuant to any financing, merger or reorganization of the Company.

5.3.2 If a Customer cancels a Service Order or terminates Services before the completion of the term for any reason whatsoever, other than a Major Service Interruption, Customer agrees to pay the Company the following sums within 21 days of the effective date of the cancellation or termination to be payable under the terms set forth in Section 4 preceding: all costs, fees and expenses reasonably incurred in connection with:

5.3.2.1 All nonrecurring charges as specified in the Company's Tariffs, plus

5.3.2.2 Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus

5.3.2.3 All Recurring Charges specified in the applicable Company Tariff for the balance of the current term..

Section 6 – Cancellation Of Service

Reserved for Future Use.

Brad VanLeur, President
VP Telecom, Inc.
1701 N. Louise Ave.
Sioux Falls, SD 57107
605-977-6900

Section 7 – Notices And Communications

7.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for Service shall be mailed.

7.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the Company may designate a separate address on each bill for Service to which the Customer shall mail payment on that bill.

7.3 All notices or other communications required to be given pursuant to the Tariffs of the Company will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery Service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

7.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

Section 8 – Customer Equipment And Channels

8.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's Services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in the Tariffs of the Company. A User may transmit any form of signal that is compatible with the Company's equipment, but except as otherwise specifically stated in its Tariffs, the Company does not guarantee that its Services will be suitable for purposes other than voice-grade telephonic communication.

8.2 Station Equipment

8.2.1 Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company's Point of Connection.

8.2.2 The Customer is responsible for ensuring that Customer-provided equipment connected to the Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

8.2.3 Customer provided station equipment may be attached to Services provided under the Tariffs of the Company subject to Part 68 of the FCC Rules and to any applicable provisions of the Tariffs of the Company and is the sole responsibility of the Customer.

8.2.4 The Company is not responsible for malfunctions of Customer-owned telephone sets or other Customer-provided equipment, or for misdirected calls, disconnects or other Service problems caused by the use of Customer-owned equipment.

Section 8 – Customer Equipment And Channels (Continued)

8.3 Interconnection of Facilities

8.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

8.3.2 Communications Services may be connected to the Services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the Tariffs of the other communications carriers which are applicable to such connections.

8.3.3 Facilities furnished under the Tariffs of the Company may be connected to Customer provided terminal equipment in accordance with the provisions of the Tariffs of the Company. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 Title 47, Code of Federal Regulations; and all User provided wiring shall be installed and maintained in compliance with those regulations.

8.4 Tests and Adjustments

Upon suitable notice the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No. interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

8.5 Inspections

8.5.1 Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the User is complying with the requirements set forth in Section 2.8 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment.

Section 8 – Customer Equipment And Channels (Continued)

8.5.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deem necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of Service, to protect its facilities, equipment and personnel from harm.

Section 9 – Allowances For Interruptions In Service

9.1 General

9.1.1 Interruptions in Service, which are not due to the negligence of or noncompliance with the provisions of the Tariffs of the Company, by the Customer or of an Authorized or Joint User, or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth below for the part of the Service that the interruption affects.

9.1.2 A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under its Tariffs. An interruption period begins when the Customer reports a Service, facility or circuit is interrupted and releases it for testing and repair. An interruption period ends when the Service, facility or circuit is operative. If the Customer reports a Service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

9.1.3 For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro-rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

9.1.4 For Switched Access Service, no credit will be allowed for an interruption of less than 24 hours. After the first 24-hour period, a credit equal to 1/30 of the applicable recurring transport charges will be applied to each interruption which is in excess of 12 hours and up to 24 hours.

Interruptions owner 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than 30 days credit will be allowed for any one-month period.

Section 9 – Allowances For Interruptions In Service (Continued)

9.2 No credit allowances will be made for:

9.2.1 interruptions due to the negligence of, or noncompliance with the provisions of the Tariffs of the Company, by the Customer, User, or other common carrier providing Service connected to the Service of the Company;

9.2.2 interruptions due to the negligence of any person other than the Company, including but not limited to the Customer or other common carriers connected to the Company's facilities;

9.2.3 interruptions of Service due to the failure or malfunction of facilities, power or equipment provided by the Customer, Authorized User, Joint User, or other common carrier providing Service connected to the Services or facilities of the Company;

9.2.4 interruptions of Service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;

9.2.5 interruptions of Service during a period in which the Customer continues to use the Service on an impaired basis;

9.2.6 interruptions of Service during any period when the Customer has released Service to the Company for maintenance purposes or for implementation of a Customer order for a change in Service arrangements;

9.2.7 interruptions of Service due to circumstances or causes beyond the control of the Company; and

9.2.8 interruptions of Service that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

Section 10 – Application Of Rates

10.1 Distance-Based Charges

10.1.1 Distance between two points is measured as airline distance between two Points of Service.

10.1.2 The airline distance between any two Points of Service is determined as follows:

10.1.2.1 Obtain the vertical and horizontal coordinates for each Point of Service location.

10.1.2.2 Compute the difference between the vertical coordinates of the two Points of Service; and compute the difference between the two horizontal coordinates.

10.1.2.3 Square each difference between the vertical coordinates and the horizontal coordinates.

10.1.2.4 Add the square of the vertical coordinates difference and the square of the horizontal coordinates difference.

10.1.2.5 Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained. For example $\frac{(V2-V1)^2 + (H2-H1)^2}{10}$

10.1.2.6 Take the square root of the result.

Section 11 – Special Construction And Special Arrangements

11.1 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in the Tariffs of the Company, special construction and special arrangements may be undertaken on a reasonable efforts basis at the request of the Customer. Special arrangements include any Service or facility relating to a regulated telecommunications not otherwise specified under a Tariff, or for the provision of Service on an expedited basis or in some other manner different from the normal Tariff conditions. Special construction is that construction undertaken:

11.1.1 where facilities are not presently available, and there is no other requirement for the facilities so constructed;

11.1.2 of a type other than that which the Company would normally utilize in the furnishing of its Services;

11.1.3 over a route other than that which the Company would normally utilize in the furnishing of its Services;

11.1.4 in a quantity greater than that which the Company would normally construct;

11.1.5 on an expedited basis;

11.1.6 on a temporary basis until permanent facilities are available;

11.1.7 involving abnormal costs; or

11.1.8 in advance of its normal construction.

Section 11 - Special Construction And Special Arrangements (Continued)

11.2 Basis for Charges

Where the Company furnishes a facility or Service on a special construction basis, or any Service for which a rate or charge is not specified in the Company's Tariffs, charges will be based on the costs incurred by the Company and may include, (1) nonrecurring-type charges; (2) recurring-type charges, (3) termination liabilities; or (4) combinations thereof. The agreement for special construction will ordinarily include a minimum Service commitment based upon the estimated Service life of the facilities provided.

11.3 Basis for Cost Computation

The costs referred to in Section 11.2 preceding may include one or more of the following items to the extent they are applicable:

11.3.1 installed costs of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Installed costs include the cost of:

11.3.1.1 equipment and materials provided or used,

11.3.1.2 engineering, labor and supervision,

11.3.1.3 transportation,

11.3.1.4 rights-of-way, and

11.3.1.5 any other item chargeable to the capital account;

11.3.2 annual charges including the following:

11.3.2.1 cost of maintenance;

11.3.2.2 depreciation on the estimated installed cost of any facilities provided, based on the anticipated useful Service life of the facilities with an appropriate allowance for the estimated net salvage;

Section 11 – Special Construction And Special Arrangements (Continued)

11.3 Basis for Cost Computation (Continued)

11.3.2 annual charges (Continued)

11.3.2.3 administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

11.3.2.4 any other identifiable costs related to the facilities provided; and

11.3.2.5 an amount for return and contingencies.

11.4 Termination Liability

To the extent that there is no other requirement for use by the Company, the Customer may have a termination liability for facilities specially constructed at the request of the Customer if, and only if, such liability is clearly stated in a written agreement between the Company and the Customer.

11.4.1 The maximum termination liability is equal to the total cost of the special facility as determined under 11.3 preceding, adjusted to reflect the re-determined estimated net salvage, including any reuse of the facilities provided.

11.4.2 The maximum termination liability as determined in paragraph 11.4.1 shall be divided by the original term of Service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of Service (rounded up to the next whole number of months), discounted to present value at six percent (6%), plus applicable taxes.

Section 12 – Ordering Options For Switched Access Service

12.1 General

This section sets forth the regulations and order related charges for Access Service Requests (ASRs) for Switched Access Service as defined in this Tariff. These charges are in addition to other applicable charges set forth in other sections of this Tariff.

12.1.1 Ordering Conditions

All Services offered under this Tariff will be ordered using an ASR. The format of the ASR will be as specified in the industry Access Service Order Guidelines, unless otherwise, specified herein. A Customer may order any number of Services of the same type and between the same premises on a single ASR. All details for Services for a particular order must be identical.

The Customer shall provide all information necessary for the Company to provide and bill for the requesting Service. When placing an order for Switched Access Service, the Customer shall provide the following minimum information:

12.1.1.1 Customer name and premise(s) address(es);

12.1.1.2 Billing name and address (when different from Customer name and address);

12.1.1.3 Customer contact name (s) and telephone numbers for the following provisioning activities; order negotiating, order confirmation, interactive design, installation and billing.

The order date (Application Date) is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Customer is advised of the critical events in the provisioning process, the Application Date, the Plant Test Date and the Service Commencement Date, at the time the Company gives the Customer a Firm Order Confirmation (FOC). The FOC is forwarded to the Customer within two(2) business dates after the date on which all information needed to process the ASR has been received by the Company.

Section 12 – Ordering Options For Switched Access Service (Continued)

12.1.2 Provision of Other Services

Unless otherwise specified herein, all Services offered under this Tariff shall be ordered with an ASR.

With the agreement of the Company, other Services may subsequently be added to the ASR at any time, up to and including the Service date for the Access Service. When added subsequently, charges for a Design Change as set forth in Section 15.1.3.2 will apply when an engineering review is required.

Additional Engineering is not an ordering option but will be applied to a ASR when the Company determines that additional engineering is necessary to accommodate a Customer request. Additional Engineering will be provided by the Company at the request of the Customer only when a Customer requests additional technical information after the Company has already provided the technical information included on the Design Layout Report as set forth herein. The Customer will be notified when additional engineering is required and will be furnished with a written statement setting forth the justification for the additional engineering as well as an estimate of the charges. If the Customer does not want the Service or facilities after being notified by the Company that additional engineering is required, the Customer may cancel the order and no charges will apply.

12.2 Access Order

An ASR required by the Company to provide a Customer Switched Access Service as described herein. An ASR will be required for each new similar Service arrangement or group of common circuits.

When a Customer requests new or additional Switch Access Service, one or more ASRs may be required. The number of orders required is dependent on the type of Services and/or facilities being requested.

Section 12 – Ordering Options For Switched Access Service (Continued)

12.2 Access Order (Continued)

When placing an order for either Direct Connect Service or Tandem Connect Service as describe in Sections 14.2.3.2 and 14.2.3.3 respectively, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional Service for an existing Service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of new Service.

12.2.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will specify a FOC and the Service Commencement Date contingent on the ASR being complete as received. To the extent the Access Service can be made available with reasonable effort, the Company will provide the Access Service in accordance with the Customer's required interval subject to the following conditions:

12.2.1.1 **Standard Interval:** The Standard Interval for Switched and Special Access Service will be ten (10) business days from the Application Date. This interval only applies to standard Service offerings for a Customer which is on-net and at locations where there are pre-existing facilities to the Customer Premises. Access Services provided under the Standard Interval will be installed during Company business hours.

12.2.1.2 **Negotiated Interval:** The Company will negotiate a Service Date Interval with the Customer when:

12.2.1.2.1 The Customer requests a Service Date before or beyond the applicable Standard Interval Service date; or

Section 12 – Ordering Options for Switched Access Service (Continued)

12.2 Access Order (Continued)

12.2.1.2 Negotiated Interval (Continued)

12.2.1.2.2 There is no existing facility connecting the Customer Premises with the Company or

12.2.1.2.3 The Customer requests a Service that is not considered by the Company to be a standard Service offering (for example, if Additional Engineering is required to complete the order); or

12.2.1.2.4 The Company determines that Access Service cannot be installed within the Standard Interval.

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requires. The negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or when there is no Standard Interval, the Company offered Service Date. All Services for which rates are applied on an Individual Case Basis are provided with a Negotiated Interval.

12.2.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing using the industry ASR process. The Company, in its sole discretion, may accept a verbal modification from the Customer. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours. Charges for Access Service Order (ASR) modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Channels, Switched Access Service lines, trunks, transport facilities, Out of Band Signaling connections or any change in engineering or functionality of a Service will be treated as a new ASR with a new Service Date Interval.

Section 12 – Ordering Options For Switched Access Service (Continued)

12.2 Access Order (Continued)

12.2.2 Access Service Request Modifications (Continued)

12.2.2.1 Service Commencement Date Charges

ASR Service dates for the installation of new Services or rearrangement of existing Services may be changed, but the new Service date may not exceed the original Service Commencement Date by more than 30 calendar days. Then, if for any reason the Customer indicates that Service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of Service, a Service Change will apply. In addition, when the Customer submits a request for a Service Date Change that is less than five business days from the date of notification by the Customer, a Service Date Charge and an Expedite Charge will apply. No Expedite Charge will apply if the Customer requests a Service Date Change that is more then five (5) business days from the date of request by the Customer, but earlier than the original requested Service Commencement Date.

If the Customer requested Service date is more than 30 Calendar days after the original Service date, the order will be cancelled by the Company on the 31st day. Appropriate Cancellation Charges will be applied. If the Customer still requires the Service, the Customer must place a new ASR with the Company. The Service Date Change charge will apply on a per order, per occurrence basis for each Service date changed. The applicable charges are set forth in Section 15.1.3.2.

Section 12 – Ordering Options For Switched Access Service (Continued)

12.2 Access Order (Continued)

12.2.2.2 Design Change Charge

The Customer may request a Design Change to the Service ordered. A Design Change is any change to an ASR which requires Engineering Review. An Engineering Review is a review by the Company personnel of the Service ordered and requested changes to determine what change(s) in design, if any, are necessary to meet the Customer's request. Design Changes include such changes as the addition or deletion of optional features or functions, a change in the type of transport termination or type of channel interface. Any other changes are not considered Design Changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate Cancellation Charges applied.

The Design Change Charge will apply on a per order, per occurrence basis for each order requiring a Design Change. The applicable charges, as set forth in Section 15.1.3.2 are in addition to any Service Date Change Charges that may apply.

Section 12 – Ordering Options For Switched Access Service (Continued)

12.2 Access Order (Continued)

12.2.2.3 Expedited Order Charge

When placing an Access Order for Service(s) for which a Standard Interval exists, a Customer may request a Service Commencement Date that is earlier than the Standard Interval Service Date, in which case an Expedite Charge will apply. The Expedite Charge will not apply if the new Service Commencement Date is more than five days from the date of the request to the Company of the Expedited Order request. However, if upon reviewing availability of equipment and scheduled workload, Company agrees to provide Service on an expedited basis and Customer accepts Company's proposal, an Expedite Charge will apply. If the Company is subsequently unable to meet an agreed upon expedited Service date, then the Expedited Charge will not apply.

In the event the Company provides Service on a expedited basis on the Customer's request, and the Customer delays Service or is not ready for delivery of Service at the time of installation, a Service Date Change Charge will apply in addition to the Expedite Charge.

In the event that the Customer cancels an expedite request, the Expedite Charge will be added to any applicable Cancellation Charge specified herein.

In the event that the Customer requests a Service Date Change after the Company has received the original expedite request, the Expedite Charge will still apply.

An Expedite Charge will not be applied to orders expedited for Company reasons.

If costs other than additional administrative expenses are to be incurred when the Access Order is expedited, the regulations and charges for Special Construction as set forth in this Tariff will apply.

The Expedited Order Charge will apply on a per order, per occurrence basis, as specified in Section 15.1.3.2.

Section 12 – Ordering Options for Switched Access Service (Continued)

12.2 Access Order (Continued)

12.2.3 Cancellation of an Access Service Request

A Customer may cancel an ASR for the installation of Switching Access Service at any
time prior to notification by the Company that Service is available for the Customer's
use. The Cancellation Date is the date the Company receives written or verbal notice from the Customer that the order is to be canceled. The verbal notice must be followed by written confirmation within ten (10) days. A Customer may negotiate an extension of the Service date of an ASR for installation of new Service or rearrangement of existing Service, in which case a Service Date Change Charge will apply. However, the new Service date cannot exceed the originally established Service date by more than 30 calendar days. On the 31st day beyond the original Service date, the ASR will be canceled and the appropriate Cancellation Charge will be applied.

Except as stated herein, Cancellation Charges will apply as specified in Section 15.1.3.3.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

Cancellation Charges for Expedited Orders will be applied for an order canceled from the Application Date forward.

If the Company misses a Service date for a Standard or Negotiated Interval Access Order by more than 30 days due to circumstances such as Acts of God, governmental requirements, work stoppages and civil disturbances, the Company shall not be liable for such delay and the Customer may cancel the ASR without incurring Cancellation Charges.

Section 12 – Ordering Options for Switched Access Service (Continued)

12.2 Access Order (Continued)

12.2.4 Minimum Period of Service

The minimum period for which Switched Access Service is provided and for which charges are applicable is one month.

12.2.4.1 The following changes will be treated as a discontinuance of the existing Service and a request for installation of a new Service. All associated non-recurring charges will apply for the new Service, and a new minimum period will be establishes:

12.2.4.1.(a)	a change in the identity of the Customer of record;
12,2,4,1.(b)	a move by the Customer to a different building;
12.2.4.1.(c)	a change in type of Service;
12.2.4.1.(d)	a change in Switched Access Service Interface (i.e., DSL or DS3);
12.2.4.1.(e)	a change in Switched Access Service Traffic Type;

12.2.4.2 When Access Service is disconnected prior to the expiration of the minimum period, changes are applicable for the balance of the minimum period. The Minimum Period Charge for monthly billed Services will be determined as follows:

12.2.4.2.(a)	For Switched Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
12.2.4.2.(b)	All applicable Non-Recurring Charges for the Service will be billed in addition to the Minimum Period Charges

Section 13 – Carrier Common line Service

The Company will provide Carrier Common line Access Service (Carrier Common One line Access) to Customers in conjunction with Switched Access Service provided in Section 14 of this Tariff.

13.1 General Description

Carrier Common line Access provides for the use of end users Company provided common one line by Customers for access to such End Users to furnish Communications Services.

13.2 Limitations

13.2.1 Exclusions

Neither a telephone number nor detail billing are provided with Carrier Common Line Access. Additionally, directory listings and intercept arrangements are not included in the rates and charges for Carrier Common line Access.

13.2.2 Access Groups

All trunk side connections provided in the same access group will be limited to the same features and operating characteristics.

13.3 Undertaking of the Company

13.3.1 Provision of Service

Where the Customer is provided Switched Access Service under other sections of this Tariff, the Company will provide the use of Company common lines by a Customer for access to end users at rates and charges as set forth in 15.1.3 following.

Section 13 – Carrier Common line Service (Continued)

13.3 Undertaking of the Company (Continued)

13.3.2 Interstate and Intrastate Use

The Switched Access Service provided by the Company includes the Switched Access Service provided for both interstate and intrastate commissions. The Carrier Common line Access rates and charges as set forth in 15.1.3.4.2 following apply to intrastate Switched Access Service access minutes.

13.4 Obligations of the Customer

13.4.1 Switched Access Service Requirements

The Switched Access Service associated with Carrier Common line Access shall be ordered by the Customer under other sections of this Tariff.

13.4.2 Supervision

The Customer facilities at the premises of the ordering Customer shall provide the necessary on-hook and off-hook supervision.

13.5 Determination of Usage Subject to Carrier Common line Access Charges

Except as set forth herein, all Switched Access Service provided to the Customer will be subject to Carrier Common line Access Service.

13.5.1 Determination of Jurisdiction

When the Customer reports interstate and intrastate use of Switched Access Service, the associated Carrier Common line Access used by the Customer for interstate will be determined as set forth in 3.4.1 (Percent Interstate Use – PIU).

Section 13 – Carrier Common line Service (Continued)

13.6 Measuring and Recording of Call Detail

When Access minutes are used to determine Carrier Common line charges, they will be accumulated using call detail recorded by Company equipment. The Company measuring and recording equipment will be associated with end office or local tandem switching equipment and will record each originating and terminating access minute where answer supervision is received. The accumulated access minutes will be summed on a line-by-line basis, by line group or by end office, whichever type of account is used by the Company, for each Customer and then rounded to the nearest minute.

13.7 Billing Charges

13.7.1 Access minutes for all Switched Access Service subject to Carrier Common line Charges will be multiplied by the Access Per Minute Rate as set forth in Section 15.1.3.4.2 following.

13.8 Determination of Charges

13.8.1 Carrier Common line Charges will be billed to each Switched Access Service provided further under this Tariff, in accordance with the rates as set forth in Section 15.1.3.4 following.

13.8.2 Carrier Common line Access per minute charge(s) apply to:

13.8.2.1 all Terminating Access Minutes of Use.

13.8.2.2 less those Terminating Access Minutes of Use associated with Mobile Telephone Switching Offices (MTSOs) if the MTSO has a Contract for Services with Company.

Section 13 – Carrier Common line Service (Continued)

13.8 Determination of Charges (Continued)

13.8.2 Carrier Common line Access per minute Charge(s) apply to (Cont.)

13.8.2.3 all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers, less those Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common line Charges.

When the Customer makes this report available to the Company in advance of billing, these minutes of use will be charged on the current bill as originating minutes of use as set forth in 13.8.2.3.(d) following. If a billing dispute arises concerning the Customer provided report, the Company will request the customer to provide the data the Customer used to develop the report. The Company will not request such data more than once a year. The Customer shall supply the data within 30 days of the Telephone Company request.

When this report is not available to the Company until after billing, it shall be used by the Company to calculate and post a credit to the Customer's account. The credit shall be posted to the Customer's account within 30 days of receipt of the report. The credit shall be calculated by multiplying the number of access minutes of use, for which a credit is determined to be applicable, times the difference between the terminating and originating Carrier Common line Charges in effect when the calls were completed.

Section 13 – Carrier Common line Service (Continued)

13.8 Determination of Charges (Continued)

13.8.2.4 The Originating Access per minute charge(s) apply to:

13.8.2.4.(a) all Originating Access Minutes of Use,

13.8.2.4.(b) all Originating Access Minutes of Use where the off-hook supervisory signaling is forwarded by the Customer's equipment when the called party answers,

13.8.2.4.(c) less all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers,

13.8.2.4.(d) less those Originating Access Minutes of Use associated with Mobile Telephone Switching Offices (MTSOs), if the MTSO has a Contract for Services with the Company.

13.8.2.4.(e) plus all Originating Access Minutes of Use associated with calls placed to 700, 800 and 900 numbers for which the Customer furnishes for each month a report of either the number of calls or minutes or a report of the percent of calls or minutes that terminate in a Switched Access Service that is assessed Carrier Common line charges, and for which a corresponding reduction in the number of Terminating Access Minutes of Use has been made as set forth in 13.8.2.3.(c) preceding.

Section 14 – Switched Access Service

14.1 General

Switched Access Service, which is available to Customers for their use in furnishing their Services to End Users, provides a two-point communications path between a Customer's Premises and an End User's Premises. It provided for the use of common terminating switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises location to a Customer's Premises and to terminate calls from a Customer's Premises to an End User's Premises.

Rates and charges are set forth in Section 15. The application of rates for Switched Access Service is described in Section 15.1.3.4.

Section 14 – Switched Access Service (Continued)

14.2 Provision and Description of Switched Access Service Agreements

Switched Access Service is provided in the following Service type;

14.2.1 Feature Group D (FGD) Access

FGD Access, which is available to all Customers, is provisioned at the SDI level and provides trunk-side access to Company Local Switching Center switches, with an associated uniform 10XXX Access Code for Customer's use in originating and terminating communications. Basic FGD Service will be provided with Multi-Frequency In-Band Signaling. SS7 is also available as a Common Switching Option for Feature Group D. In addition, Conventional Signaling for Direct Carrier Trunk Groups is available at Customer's option. End Users of Customer's Service may also originate calls to certain FGD Access Customers without dialing the 10XXX Access Code if End User is presubscribed as described herein.

The Access Code for FGD switching is a uniform Access Code of the form 10XXX. A single Access Code will be the assigned number of all FGD access provided to the Customer by the Company. No access Code is required for calls to a Customer over FGD Switched Access Service if the End User's telephone exchange Service is arranged for Pre-subscription to that Customer, as set forth herein.

Where no Access Code is required, the number dialed by the Customer's End User shall be a seven or ten digit number for calls in the North American Numbering Plan (NANP), except for 00- dialed calls which are routed to the pre-designated Customer. For international calls outside the NANP, a seven to twelve digit number maybe dialed. The form of the numbers dialed by the Customer's End User is NXX-XXXX, 0 OR 1 + NXX-XXXX, NPA +NXX-XXXX, 0 or 1 + NPA = NXX-XXXX, and when the local Switching Center is equipped for International Direct Distance Dialing (IDDD), O + CC + NN or 011 + CC + NN.

Section 14 – Switched Access Service (Continued)

14.2.1 Feature Group D (FGD) Access (Continued)

When the 10XXX Access Code is used, FGD switching also provides for dialing the digit 0 for access to the Customer's operator, 911 for access to the Company's emergency Service, or the end-of –dialing digit (#) for cut-through access to the Customer's Premises.

In addition End User may originate calls by dialing the 950-XXXX Access Code specific to a particular Interexchange Carrier provided that Interexchange Carrier has subscribed to the Company's Feature Group D with 950 Access Common Switching Optional Feature. If the End User is presubscribed to that Interexchange Carrier, no Access Code is necessary.

14.2.2 Manner of Provision

Trunks used for switched Access Service may be configured for one-way (either originating only or terminating only) or for two-way directionality. It is the Customer's responsibility to order a sufficient number of trunks of each type in order to meet its desired grade of Service objective. At the Customer's request, the Company will assist the Customer in sizing Switched Access Trunk groups.

14.2.3 Rate Categories

The following rate categories apply to Switched Access Service:

Direct Connect
Tandem Connect

14.2.3.1 Except as stated as follows, Tandem Connect Service is provided in conjunction with the tandem provider serving the area. Charges are computed in accordance with Section 4.2.8 preceding (Ordering, Rating, and Billing of Access Services Where More Than One Exchange Carrier is Involved).

Section 14 – Switched Access Service (Continued)

14.2 Provision and Description of Switched Access Service (Continued)

14.2.3 Rate Categories (Continued)

14.2.3.2 Direct Connect

The Company will provide Direct Connects between the Customer's Premises and the Company's Local Switching Center switch(es). This transmission path is dedicated to the use of a single Customer. DSI and DS3 facilities are available for Direct Connect Service. A SDI facility is capable of transmitting electrical signals at a nominal 1.544 Mbps, with the capability to channelize up to 24 voice frequency transmission paths. A DS3 facility is capable of transmitting electrical signals at a nominal 44.736 Mbps, with the capability to channelize up to 672 voice-frequency transmission paths. For DS3 facilities, if the Company is required to install additional fiber optic equipment for the benefit of the Customer, the Customer has the option to choose either an optical or electrical interface. This Direct Connect rate category is comprised of a monthly Entrance Facilities Charge and a Per Minute of Use End Office Switching charge as specified in 15.1.3.4.

14.2.3.3 **Tandem Connect:** Tandem Connect consists of circuits from the point of interconnection with Customer's tandem provider to the Company's Local Switching Center. This Tandem Connect rate category is comprised of a Minutes of Use (MOU) based End-Office switching and tandem switched transport charges.

14.2.4 Design Layout Report

At the request of the Customer the Company will provide to the Customer the makeup of the facilities and Services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout Report will be provided to the Customer at no charge.

Section 14 – Switched Access Service (Continued)

14.2 Provision and Description of Switched Access Service Agreements (Cont.)

14.2.5 Acceptance Testing

At no additional charge the Company will, at the Customer's request, cooperatively test at the time of installation the following parameters: loss, C-notched noise, C-message noise, 3-tons slope, d.c. continuity and operational signaling.

14.2.6 Ordering Options and Conditions

Switched Access Service is ordered under the Access Order provisions set forth in Section 12.2. Also included in that section are other charges which may be associated with ordering Switched Access Service.

14.2.7 Competitive Pricing Arrangements

Competitive pricing arrangements for Local Transport – Entrance Facilities and Local Transport-Direct Trunked Transport can be furnished to meet the communications needs of specific Customers on a case-by-case basis under individual contracts. Notice of the Competitive Pricing Arrangement Contracts, once executed, will be filed with Commission according to Commission rules.

14.3 Obligations of Company

In addition to the obligations of the Company ser forth in other sections of this Tariff, the Company has certain other obligations concerning the provision of Switched Access Service. These obligations are as follows:

14.3.1 Network Management

The Company will administer its Network to ensure the provision of acceptable Service levels to all telecommunications users of the Company's Net work Services.

Section 14 – Switched Access Service (Continued)

14.3 Obligations of Company (Continued)

14.3.1 Network Management (Continued)

Service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company Network. Company reserves the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of traffic), over any traffic carried over its Network, including that associated with a Customer's Switched Access Service. Generally, such protective measures would only be taken as a result of occurrences such as failure or overload of Company or Customer facilities, natural disasters, mass calling or national security demands. Customer will notify Company of anticipated peaked Services as stated below. Based on the information provided Company, Company will work cooperatively with Customer to determine the appropriate level of control. In the event that the protective controls applied by Company result in the complete loss of Service by Customer, Customer will be granted a credit allowance for Service interruption as set forth in Section 9.

When a Customer uses the Company's facilities to offer Services for which a substantial call volume or peaked Service is expected during a short period of time, the Customer must notify the Company at least 24 hours in advance of each peak period. For events scheduled during weekends or holidays, the Company must be notified no later than 5:00 p.m. local time the prior business day. Notification should include the nature, time, duration, and frequency of the event, an estimated call volume, and the NPA NXX and one line number(s) to be used. On the Basis of the information provided, the Company may invoke network management controls, if required, to reduce the probability of excessive Network congestion. The Company will work cooperatively with the Customer to determine the appropriate level of such control. Failure to provide prescribed notification may result in Customer caused Network congestion which could result in discontinuance of Service under Section 4.5.2.

Section 14 – Switched Access Service (Continued)

14.4 Obligations of the Customer

In addition to obligations specified elsewhere in the Tariff, the Customer has certain specific obligations pertaining to the use of Switched Access Service as follows:

14.4.1 Report Requirements

When a Customer orders Switched Access Service for both interstate and intrastate use, the Customer is responsible for providing Jurisdictional Reports as set forth in Section 3.4 preceding. Charges will be apportioned in accordance with those reports. The method for determining the intrastate charges is set forth therein (Section 3.4).

14.4.2 Supervisory Signaling

The Customer's premises equipment shall provide the necessary on-hook, off-hook answer and disconnect supervision.

14.4.3 Design of Switched Access Services

It is the Customer's responsibility to assure that sufficient Access Services have been ordered to handle its traffic.

Section 15 – Rates and Charges

15.1 Rates for Switched Access Services

There are three types of rates and charges that apply to Switched Access Service . These are Monthly Recurring Charges, Usage Rates and Non-Recurring Charges.

Monthly Recurring Charges: Monthly Recurring Charges are flat rates for facilities that apply each month or fraction the thereof that a specific rate element is provided.

Usage Rates: Usage rates are rates that are applied on a per access minute or per query basis. Usage Rates are accumulated over a monthly period.

Non-Recurring Charges: Non-Recurring Charges are one time charges that apply for a specific work activity (i.e., installation of new Service or change to an existing Service).

Installation of Service: Non-Recurring Charges apply to each Switched Access Service installed. The charge is applied per one line or trunk..

15.1.1 Application of Rates

15.1.1.1 Direct Connect:

The Direct Connect Rate is assessed based on the total of the monthly Entrance Facilities Charge and the Monthly Usage charge. The Monthly Facilities Charge consists of a fixed rate based on the type of the facilities, (i.e., DS1 or DS3), and may include a per mile rate.

15.1.1.2 Tandem Connect:

The Tandem Connect Rate is assessed based on the Monthly Usage charges for End-Office switching and Tandem Switched Transport.

Section 15 – Rates and Charges (Continued)

15.1 Rates for Switched Access Services (Continued)

15.1.2 Billing of Access Minutes

When recording originating calls over FGD with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer's facilities. The measurement of originating call usage over FGD ends when the originating FGD entry Switch received disconnect supervision from either the originating End User's Local Switching Center (indicating that the originating End User has disconnected), or the Customer's facilities, whichever is recognized first by the entry switch.

For terminating calls over FGD with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier's trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FGD ends when a disconnect signal is received, indicating that either the originating or terminating user had disconnected.

When recording originating calls over FGD with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups, and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FGD usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FGD with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups or on tandem routed trunk groups, the Company switch received the initial address message and sends the indication to the Customer in the form of an answer message. The measurement of termination FGD call usage ends when entry switch receives or sends a release message, whichever occurs first.

Section 15 – Rates and Charges (Continued)

15.1 Rates for Switched Access Services (Continued)

15.1.3 Rates and Charges

15.1.3.1 Service Implementation

	Installation Charge – Per Trunk Non-recurring Charge
DS1	$0.00
DS3	$0.00

15.1.3.2 Change Charges (Per Order)

	Per Occurrence
Service Date	$0.00
Design Changes	$0.00
Expedite Charge	$0.00

15.1.3.3 Cancellation Charges

Per Order
$0.00

15.1.3.4 Switched Access

15.1.3.4.1 Local Switching Feature Groups B & D

	Per Access Minute of Use
Originating	$0.008610
Terminating	$0.008610

Brad VanLeur, President
VP Telecom, Inc.
1701 N. Louise Ave.
Sioux Falls, SD 57107
605-977-6900

RECEIVED
SEP 2 3 2002
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Section 15 – Rates and Charges (Continued)

15.1.3 Rates and Charges (Continued)

15.1.3.4.2 Carrier Common line Rates

	Per Access Minute of Use
Originating	$0.038905
Terminating	$0.038905

15.1.3.4.3 Switched Transport Usage Rates

	Access Rate Per Minute	Access Rate Per Mile
Local Transport		
Originating	$0.0000000	$0.0000000
Terminating	$0.0000000	$0.0000000
Tandem Switching		
Originating	$0.007700	$0.007700
Terminating	$0.007700	$0.007700
Tandem Transport Originating & Terminating Per Minute		
Between 0 and 8 miles	$0.000237	$0.000015
Over 8 to 25 Miles	$0.000273	$0.000018
Over 26 to 50 Miles	$0.000308	$0.000019
Over 50 miles	$0.000311	$0.000020
Interconnection Charge		
Originating	$0.004681	
Terminating	$0.004681	

Brad VanLeur, President
VP Telecom, Inc.
1701 N. Louise Ave.
Sioux Falls, SD 57107
605-977-6900

Section 15 – Rates And Charges (Continued)

15.1.3.4.4 Direct Trunked Transport

	Monthly Recurring Rate	
	Fixed	**Per Mile**
DS1	$0.00000	$0.00000
DS3	$0.00000	$0.00000

15.1.4 800 Number Portability Access

800 POTS Translation Charge	$0.003665
Call Handling and Destination Charge	$0.000694
800 Carrier Identification Charge Per Call	$0.003312

15.2 Non Routine Installation / Maintenance Charges

As stated in 2.9, at the Customer's request installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In that case, the following rates apply:

Basis Time – per quarter hour:	$0.00
Overtime – per quarter hour:	$0.00
Premium Time – per quarter hour:	$0.00

15.3 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide request form a Customer or Prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such a competitive requests may be different than those specified for such Service in this Tariff. ICB rates will be offered to the Customer in writing. Notice of such arrangements will be provided to the Commission according to Commission rules.

Section 15 – Rates and Charges (Continued)

15.4 Underbilling

If charges are found to be lower than authorized by the Company's Tariffs or Terms and Conditions of Service, or if the Company failed to bill the Customer for Service then:

15.4.1 The Customer may be back billed for the amount that was underbilled for no more than six months from the date the error was discovered unless underbilling is a result of theft of Service by the Customer.

15.4.2 Service may be disconnected if the customer fails to pay charges arising from an underbilling.

15.4.3 If the underbilling is $50.00 or more, the company may offer the customer a Deferred Billing Plan option for the same length of time as that of the underbilling. A Deferred Payment Plan may not be offered to a Customer whose underpayment is due to theft of Service.

15.4.4 Interest on underbilled amounts shall:

15.4.41 not be charged unless such amounts are found to be the result of theft or Service by the Customer, and

15.4.4.2 not exceed an amount based on the rate set by the Commission on December 1 of the preceding year, compounded monthly, and accruing from the day the Customer is found to have first tampered with, bypassed, or diverted Service.

Section 3 – Obligations Of The Customer (Continued)

3.3 Claims

With respect to any Service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

3.3.1 any loss, destruction or damage to property of the Company or any third party, or the death or injury to persons, including, but not limited to, employees or invitees of either party, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer or User or their employees, agents, representatives or invitees;

3.32 any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer or User, including without limitation, use of the Company's Services and facilities in a manner not contemplated by the agreement between Customer and the Company; or

3.3.3 any claim of any nature whatsoever brought by a User with respect to any matter for which the Company would not be directly liable to the Customer under the terms of the applicable Company Tariff.

3.4 Jurisdictional Reporting

The jurisdictional reporting requirements will be as specified below. When a Customer orders Switch Access Service, its projected Percent Interstate Usage (PIU) must be provided in whole numbers to the Company. These whole number percentages will be used by the Company to apportion the use and/or charges between interstate and intrastate until a revised report is received as set forth herein.

3.4.1 **Originating Access:** Originating Access Minutes may be based on traffic originating at the State, LATA or local Switching Center level, provided that the traffic being measured is only traffic originating from the Company's Local Switching Center(s). The Customer must provide the Company with a projected PIU factor on a quarterly basis as specified below. Originating Access Minutes will be measured as follows, based on type of access:

Section 4 – Payment Arrangements (Continued)

4.7 Taxes

The Customer is responsible for the payment of Federal excise taxes, gross receipts, access, state and local sales and use taxes and all taxes, fees, surcharges (however, designated) and other exactions imposed on the Company or its Services by governmental jurisdictions, other than taxes, imposed generally on corporations. Any taxes imposed by a local jurisdiction (e.g. county and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. All such taxes, fees and charges shall be separately designated on the Company's invoices, and are not included in the Tariffed rates. It should be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

4.8 Disputed Bills

The Customer may dispute a bill only by written notice to the Company. Unless such notice is received within 30 days from billing statement, the bill statement shall be deemed to be correct and payable in full by the Customer. The Company may allow a dispute to be credited back to the Customer for no more than 60 days from the billing statement. Any Customer who has a dispute shall be advised by the Company that the Customer may file a formal or informal complaint with the Commission. N I N

Section 5 – Use of Customer's Service By Others

5.1 Resale and Sharing

Any Service provided under the Company Tariffs may be resold to or shared with other persons at the option of Customer, except as provided in 5.3 following. Customer remains solely responsible for all use of Services ordered by it or billed to its telephone number(s) pursuant to the Tariffs of the Company, for determining who is authorized to use its Services, and for notifying the Company of any use. Business rates apply to all Service that is resold or shared