

TC00-077

TC00-07

KC/H7

IN THE MATTER OF THE
APPLICATION OF MAXCESS, INC. FOR
A CERTIFICATE OF AUTHORITY TO
PROVIDE TELECOMMUNICATIONS
SERVICES, INCLUDING LOCAL
EXCHANGE SERVICES, IN SOUTH
DAKOTA

USE YOUR OWN WORDS

5/2	00	Filed andocketed;
5/4	00	Booklet Filed;
7/20	00	Order, Harting C.O.A.
7/20	00	ocket Closed

TC00-077

Lance J.M. Steinhart
Attorney At Law
6455 East Johns Crossing
Suite 285
Dubuque, Georgia 30197

RECEIVED

MAY 7 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION
Telephone (605) 773-4370
Facsimile (605) 773-4308

Also Admitted in New York
and Maryland

May 1, 2000

VIA FEDERAL EXPRESS

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070
(605) 773-3201

Re: Maxcess, Inc.

Dear Mr. Bullard:

Enclosed please find one original and ten (10) copies of Maxcess, Inc.'s Application for Registration of a Telecommunications Company to Provide Local Exchange and Interexchange Service.

I have also enclosed a check in the amount of \$250.00 payable to the "South Dakota Public Utilities Commission" for the filing fee and an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,



Lance J.M. Steinhart
Attorney for Maxcess, Inc.

Enclosures

cc: Daniel H. Webb (w/enc)

APPLICATION FOR REGISTRATION
OF MAXCESS, INC.
FILED WITH THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE
APPLICATION OF
MAXCESS, INC.
FOR AN ORDER
AUTHORIZING THE REGISTRATION
OF APPLICANT AS A
TELECOMMUNICATIONS COMPANY
TO PROVIDE INTEREXCHANGE
AND LOCAL EXCHANGE SERVICE

Docket No.

RECEIVED

MAY 7 1971

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

APPLICATION

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing Maxcess, Inc. ("Maxcess" or "Applicant") to register as a telecommunications company to provide resold and facilities-based local exchange and interexchange service within the State of South Dakota. The following information is furnished in support thereof:

1. Name, Address, Telephone Number, and e-mail of Applicant

Maxcess, Inc.
100 W. Lucerne Plaza, Suite 500
Orlando, FL 32801
(407) 513-7700 (Phone)
(407) 513-7701 (Fax)
dan@maxcess.net (e-mail)

Applicant has no local office in South Dakota at this time.

All inquiries regarding customer complaints and other regulatory matters should be addressed to:

George Paulous, Customer Service Manager
100 W. Lucerne Plaza, Suite 500
Orlando, FL 32801
(407) 513-7700
(888) 609-9399 (Customer Service)
gpaulous@maxcess.net (e-mail)

2. Registered Agent

The name and address of the Applicant's registered agent are:

National Corporate Research, Ltd.
c/o Marilyn Pearson
819 West Third
Pierre, South Dakota 57501

3. Description of the Applicant

Applicant was incorporated in the State of South Dakota on April 26, 2000. A copy of the Company's Articles of Incorporation is attached to this Application as Exhibit A. Applicant is a wholly-owned subsidiary of Maxcess, Inc., a Florida corporation ("Maxcess Florida").

Maxcess Florida is authorized to provide interexchange and/or local exchange telecommunications services, and is in good standing with the appropriate regulatory agency in each such state, in Florida (1999), Colorado (4/14/00), Idaho (2/16/00),

Georgia (4/18/00), Indiana (3/9/00), Kentucky (4/8/00),
Massachusetts (4/8/00), Michigan (2/13/00), Missouri (4/28/00),
Montana (2/22/00), New York (3/10/00), New Jersey (2/23/00),
North Dakota (3/29/00), Pennsylvania (3/14/00), Texas (1/25/00),
Washington (4/26/00) and Wyoming (3/9/00), and has obtained
authorization from the FCC to provide interstate and
international services. Applicant is in the process of applying
for authorization to provide competitive local exchange and
interexchange services in the 48 contiguous states. Applicant has
not been denied authority for any of the services for which it
seeks authority in this Application. Applicant is not currently
providing service.

The senior management of Maxcess has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to Maxcess. Since Maxcess will be providing resold and facilities-based service, Maxcess will also rely upon the managerial and technical expertise of the incumbent local exchange carriers and facilities-based interexchange carriers which have been certified and deemed technically and managerially able to provide exchange service by the Commission. The relevant operational experience of Applicant's key management employees is set forth in Exhibit B which is attached hereto.

The Applicant's customers will primarily be small and medium-sized businesses that need local exchange, access, private line, long distance, data, and other telecommunication services.

4. Facilities

When Maxcess, Inc. begins to provide local exchange service in South Dakota, it will provide voice and high speed data services through a combination of the latest technology, switching and transport media. Maxcess intends to utilize the following or a similar configuration of equipment: the latest transport, a 400 Generic 13 switch module, 400/400 transport and internal service equipment and the latest Optical Multiplexer 400's configurations. The switching system consists of a central processing and control complex capable of interconnection as a

peer to the incumbent as well as competitive local exchange companies. The hub portion of the switch will interconnect with the public switched network on Signaling System 7 ("SS7") or Feature Group D ("FGD") facilities. The system's remote mobile capability will allow properties to be served in a manner that provides the exchange of appropriate signaling, control and calling/caller information to the network in accordance with network standards and specifications. Additionally, these services will be delivered over a combination of delivery mechanisms through incumbent local carriers' unbundled loop network, both copper and fiber and transport networks, as well as via Maxcess constructed facilities. All of Applicant's equipment is capable of providing local number portability, and is compliant and compatible with existing 911 systems. At the time of the filing of this application, none of this equipment has been installed in the State of South Dakota.

5. Stockholders

The names and address of the each stockholder of Applicant owning 20% or more of the interest in the business are as follows:

Name and Address	Shares Owned	Percentage of all Shares Issued and Outstanding and Voting Control
Maxcess, Inc. 100 W. Lucerne Plaza, Suite 500 Orlando, FL 32801	1,000	100%

6. Officers and Directors

The names and addresses of the officers and directors of Maxcess, Inc. are:

Officers:

James C. Marchant, Jr.	President/CEO
Daniel H. Webb	Secretary & Chief Technology Officer
Thomas E. Watt	Chief Financial Officer

Directors:

James C. Marchant, Jr.

All of the above-named individuals can be reached at:

Maxcess, Inc.
100 W. Lucerne Plaza, Suite 500
Orlando, FL 32801

7. Corporate Ownership

The name and address of any corporation, association or similar organization holding a five percent (5%) or greater ownership in the Applicant is as follows:

Maxcess, Inc. 100%
100 W. Lucerne Plaza, Suite 500
Orlando, FL 32801

8. Subsidiaries owned or controlled by Applicant

None

9. Description of Services

Applicant is a facilities-based provider and reseller which intends to initially offer interexchange and local exchange services. When Applicant constructs facilities in this state, Applicant will provide services through a combination of its own facilities and unbundled network elements purchased from incumbent local exchange providers. Maxcess will rely upon the incumbent local exchange companies (LECs) and other carriers for the provision and access to emergency services (911 or 411), operator services, interexchange services, directory assistance, and telecommunications relay services. Maxcess seeks authority to resell and provide facilities-based local exchange services throughout the State of South Dakota in the areas served by any LECs in South Dakota that are not eligible for a small or rural

carrier exemption pursuant to Section 251(f)(1) of the Federal Act. Maxcess does not seek to provide resold or facilities-based services to customer in those small or rural territories at this time. Such services will be provided by utilizing its own facilities as well as the facilities of incumbent local exchange carriers ("LECs") and facilities-based interexchange carriers, such as US WEST, Qwest, MCI WorldCom, Frontier/Global Crossing, or equivalent providers. Maxcess intends to provide all forms of intrastate interexchange and local exchange telecommunications services including:

Interexchange (switched and dedicated services):

- A. 1+ and 101XXXX outbound dialing;
- B. 800/888 toll-free inbound dialing;
- C. Calling cards; and
- D. Data Services.

Local Exchange:

- A. Local Exchange Services for business and residence telecommuter customers that will enable customers to originate and terminate local calls in the local calling area served by other LECs.
- B. Switched local exchange services, including basic service, trunks, carrier access, and any other switched local services that currently exist or will exist in the future.
- C. Non-switched local services (e.g., private line) that currently exist or will exist in the future.
- D. Centrex and/or Centrex-like services that currently exist or will exist in the future.
- E. Digital subscriber line, ISDN, and other high capacity line services.

10. Financial Qualifications

Applicant is financially qualified to provide intrastate local exchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate local exchange telecommunications services in the State of South Dakota. Attached hereto as Exhibit C is a copy of Maxcess Florida's Balance Sheet as of November 30, 1999 & Income Statement for 11 months ended November 30, 1999. Applicant hereby respectfully requests a waiver of ARSD 20:10:24:02(8) to the extent it requires applicant to file a current balance sheet, income statement, and cash flow statements. The Applicant will not require deposits, advance payments, nor will it provide prepaid calling card services, and agrees to accept restrictions prohibiting the company from requiring such.

11. Service Area Map

Maxcess respectfully requests a waiver of ARSD 20:10:02:01(6), Service Area Map. Maxcess will concur in the exchange area boundaries established by the incumbent LECs.

12. Tariff

Attached hereto as Exhibit D is a copy of Maxcess's proposed interexchange tariff. Also attached as Exhibit E is a copy of Maxcess's local exchange tariff which is being filed for informational purposes only since Applicant intends to serve less than 50,000 local exchange subscribers in South Dakota.

13. Billing

Applicant will direct bill interexchange and local exchange customers utilizing completed call detail information from the underlying carriers.

14. Solicitation of Customers

Maxcess will not submit a change order for local exchange or intrastate toll service until Maxcess has obtained the customer's written authorization to submit the order which includes the following information from the customer: (1) the customer's billing name, billing telephone number and billing address and each telephone number to be covered by the change order; (2) the decision to change; and (3) the customer's understanding of the change fee, if any.

15. Description of Marketing

Applicant intends to market its services to primarily small to mid-sized businesses and residential telecommunications. Applicant will market through direct sales by employees and agents. Applicant does not intend to engage in multilevel marketing. Applicant's marketing materials for South Dakota have not yet

been developed and are not available at this time.

16. Cost Support:

Applicant intends to provide services at a price above its cost. Applicant intends to serve less than 50,000 local exchange subscribers in South Dakota, therefore, is not required to file cost support information.

17. Federal Tax Identification Number:

59-3551189

18. The Number and Nature of Complaints filed against the Applicant with any state or Federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered:

None

19. Customer Service

Applicant's customer service department may be contacted nationwide via a toll-free number, 1-800-800-9139. The Company will maintain a Customer Service Department in Florida exclusively for Customers' questions, requests for service, complaints and trouble handling. The Company's Customer Service address and local or toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 100 West Lucerne Plaza, Suite 500, Orlando, FL 32801. The Company also intends to have a locally staffed office at one or more hub site locations in each state and will provide its customers with a local Customer Service number which will be available 24 hours per day, 7 days per week.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, evenings and on holidays, Customers will automatically be forwarded to an answering service or operations center.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Company finds its actions to be consistent with the terms, the Company will inform the Customer of the no fault findings and require full payment of any outstanding balance due. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the South Dakota Public Utilities Commission for final determination.

When Applicant installs facilities in the State of South Dakota, facility and equipment maintenance will be performed by the company, either directly or through contract, in order to ensure compliance with any commission quality of service requirements.

20. Interconnection

Applicant initially intends to interconnect with its local
Negotiations for interconnection will start as soon as a
determined time following certification. Interconnection service
is likely to be initiated within 180 days of completion of
interconnection negotiations. Applicant has not requested
interconnection with any local exchange carrier in South Dakota
at this time.

WHEREFORE, the undersigned Applicant requests that the South
Dakota Public Utilities Commission enter an order granting this
amended application to its Certificate of Authority authorizing
Applicant to provide record and facilities-based long distance
and local exchange services.

DATED this 1st day of May, 2006.

Manassah, Inc.

By:


Larry J. Steinmetz
Its Attorney

STATE OF FLORIDA
COUNTY OF ORANGE

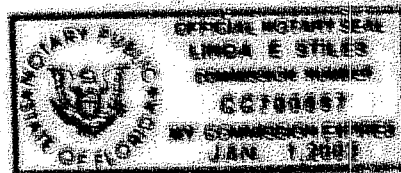
James C. Marchant, Jr., being first duly sworn, deposes and says that he is the President of Maxxosa, Inc., the Applicant in the proceeding entitled above, that he has read the foregoing application and knows the contents thereof; that the facts are true of his knowledge, except as to matters which are therein stated on information or belief, and to those matters he believes them to be true.


James C. Marchant, Jr.

Subscribed and sworn to before
this 7th day of March, 2000.


Notary Public

My Commission expires:



LIST OF EXHIBITS

- A - ARTICLES OF INCORPORATION
- B - BIOGRAPHIES OF THE MANAGEMENT TEAM
- C - FINANCIAL STATEMENTS
- D - PROPOSED TARIFFS

EXHIBIT A - ARTICLES OF INCORPORATION

Secretary of State
State Capitol
500 E. Capitol Ave.
Pierre SD 57501
Phone 605-773-4845
Fax 605-773-4550

Articles of Incorporation

Executed by the undersigned for the purpose of forming a South Dakota Business Corporation under Chapter 47 of SDCL.

Article I

The name of the corporation is MAXCESS, INC.

Article II

The period of existence is Perpetual

Article III

The purposes for which the corporation is organized

To engage in any lawful activity, and to provide telecommunication services.

Article IV

The number of shares which it shall have authority to issue, divided by class, par value of shares, shares without par value, and series, if any, within a class:

Number	Class	Series	Par value per share or statement that shares are without par value
1,000	Common		None

Article V

The preferences, limitations, designation and relative rights of each class or series of stock:

None

Article VI

The corporation will not commence business until consideration of the value of at least One Thousand Dollars (\$1,000.00) has been received for the issuance of shares.

Article VII

The complete address, including the street address or a statement that there is no fixed address, of its registered office is c/o Marilyn Person, 819 West Third, Pierre, South Dakota 57501

and the name of its registered agent at such address: NATIONAL CORPORATE RESEARCH, LTD.

Article VIII

The number of directors constituting the initial board of directors is one (1) and the names and addresses of the persons who are to serve as directors:

Name

Address

James C. Marchant, Jr.

100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

Article IX

The names and addresses of the incorporators:

Name	Address
Laurel J. Wellington	616 National Corporate Research, Ltd.
	225 West 34th Street, Suite 910
	New York, NY 10018

Article X
(Other provisions)

These Articles may be amended in the manner authorized by law at the time of amendment.

All Incorporators must sign below and signatures must be notarized.

Dated 19th April, 192000

Laurel J. Wellington

STATE OF New York

COUNTY OF New York

On this the 19th day of April 192000, before me personally appeared Laurel J. Wellington, known to me or satisfactorily proven to be the person(s) who are described in, and who executed the within instrument and acknowledged to me that she/he/they executed the same.

My Commission Expires 5/26/01

Michael J. Kelly

NOTARY PUBLIC
MICHAEL J. KELLY
Notary Public, State of New York
My Comm. Expires 5/26/01
Qualifies as Notary Public
Qualifies as Notary Public
Commission Expires May 26, 2001

Notarial Seal

The Consent of Appointment below must be signed by the registered agent.

Consent of Appointment by the Registered Agent

I, NATIONAL CORPORATE RESEARCH, LTD., hereby give my consent to serve as the
(Name of Registered Agent)

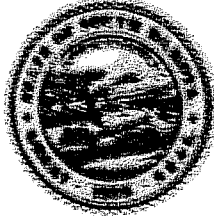
registered agent for MAXCESS, INC.
(Corporate Name)

Dated 20th April 192000

John L. Morrissey, Jr.
SIGNATURE OF REGISTERED AGENT
John L. Morrissey, Jr.

(Notary Seal)

State of South Dakota



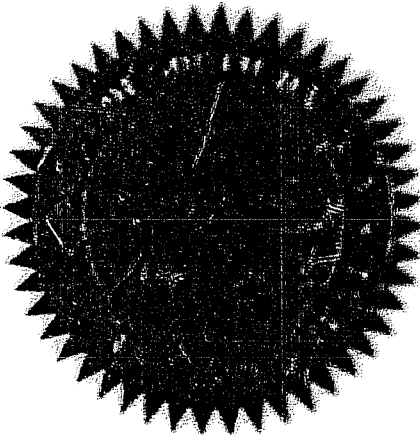
OFFICE OF THE SECRETARY OF STATE

Certificate of Organization Limited Liability Company

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Articles of Organization of **MAXCESS, INC.**, duly signed and verified, pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Organization and attach hereto a duplicate of the Articles of Organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this April 26, 2000.



A handwritten signature in cursive script, reading "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State

EXHIBIT B - BIOGRAPHIES OF THE MANAGEMENT TEAM

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

Resume

James C. Marchant, Jr.

1708 NW 117th Terrace, Gainesville, FL 32606
Home Phone: 352-332-2069 Email: jcm@maxcess.net

Career Overview

Mr. Marchant has had fifteen years of professional leadership experience in information and communication industries, with a focus on providing unique solutions to satisfy the needs of business customers. Experiences include:

Accounting/Finance	Human Resources	Business Planning	Budgeting
Technology Evaluation	Network Integration	Project Management	Sales
Marketing	Systems Administration	Custom Solutions	Leadership

Education

Received degree in Criminal Justice from Troy State University, May 1978.

Career Experience

Maxcess, Inc.

Gainesville, FL

January 1999 to Present.

CEO/President. Mr. Marchant established Maxcess, Inc. in June of 1999. His vision is to build one of the world's first completely unified communications networks that offers more than just access and related services on one network and voice communications on another network. Mr. Marchant likes the idea of giving customers a "high-speed "always-on" connection combined seamlessly into a national network using the latest in ultra-efficient carrier-grade converged network technology to deliver significant savings on voice, data, and video and add value by offering virtual private networks, network integration, unified messaging, video conferencing, and broadcast video.

Mercury Communications USA, Inc.

Gainesville, FL

December 1995 to January, 1999

CEO/President. When the market for Internet services finally took off in 1995, Mr. Marchant saw the opportunity to put his business' 10+ years of Unix and networking experience to use. The Internet was built on Unix and networks, so this was a natural progression for his business. Mr. Marchant established Mercury Communications USA, Inc. in 1995. Mercury was one of the very first ISPs in Florida. Today there are over 850 ISPs in Florida. Mercury started before 56K-Flex, X2, or V.90 technology existed. For the first two years, Mercury used analog modems capable of 28.8Kbps and quickly established local points of presence in Newberry and Ocala. After that, Mercury was the first ISP in the region to offer 56K/X2 dialup connections. In addition to always being the first in the region to provide the latest ISP technology, Mercury also differentiated itself from all other ISPs in the area by providing free unlimited 24x7 expert technical assistance to all subscribers. Mr. Marchant also gave his subscribers a one-stop shopping place for all their Internet needs including web hosting, web page design, graphic arts, dialup access, dedicated access, network integration services, custom software development, and collocation services. By December, 1998, Mr. Marchant's business had grown to have 4,500 recurring subscriber services. In December of 1998, Mercury was bought out at an extremely attractive price. As voice, data and video converged to form a new communications world, Mr. Marchant saw that networks built only to carry voice and small amounts of data, or exclusively data would not be able to compete against a seamless completely unified network and hence the birth of Maxcess.

Marchant Business Systems, Inc.

June 1984 to February 1994

Gainesville, FL

President. Mr. Marchant established Marchant Business Systems, Inc. (MBS) in 1984. MBS became one of the nation's first AT&T Value-Added Resellers, and purchased the source code to a new Unix-based accounting system, and went into business selling true multi-tasking, multi-user computer systems. Mr. Marchant hired a technical and software development team. MBS installed complete turn-key custom hardware and software solutions. MBS expanded into local and wide-area networking starting with serial I/O systems (RS232) and evolved into Ethernet LANs and digital WANs. The company established the Internet domain *mbs.com* in 1991. In addition to many accounting systems customers scattered primarily throughout Florida, this company also served all computer and communications hardware, operating systems, software, custom applications, LAN, WAN, and systems administration needs for Check Express, Inc., a large national check-cashing and franchise operation.

Areas of Technical Familiarity

Mr. Marchant's technical expertise includes the following:

Computer Operating Systems

Sun Solaris, AT&T System V, Novell Unixware, SCO Unixware, SCO Unix, NCR Unix, IBM AIX, Microsoft Windows NT, 98, 95, 3.11, DOS, IOS

Software/Utilities/Servers/Clients

programming languages and compilers, 4GL's, databases, email servers, email clients, web servers, web browsers, DNS servers, DHCP servers, firewalls, Samlex VisionFS, HyperFax, word processors, presentation software, spreadsheets, diagram/flowchart software, optical character recognition software, graphical editors, text editors, terminal emulators, dialup networking, anti-virus software, data compression software, scheduling software, financial accounting software

Network Media and Related Concepts

PRI, BRI, T1, T3, DS0, DS1, DS3, OC-3, OC-12, OC-48, OC-192, ISDN, POTS, Frame Relay, PVC, ATM, SONET, QoS, VoFR, VoIP, VoDSL, VoATM, TDM, VFN, PSTN, PDH, HDL, CDL, SDSL, IDSL, HDL2, ADSL, G.Lite/UDSL, VDSL, RADSL, EACS, DSL, NEBS, ILEC, CLEC, RBOC, CBR, UBR, VBRrt, VBRnt, SS7, E-911, UNE, dry copper, one-pair, two-pair, coax, fiber, 10BaseT, 10Base2, 100BaseT, MDF

Equipment

Ethernet hubs, Ethernet switches, Cisco routers, USB/CCam Total Control Enterprise Hubs, TSU's, ISDN terminal adapters, POTS modems, PC's, Laptops, Sun Microsystems computers, RAID controller boards, SCSI controller boards, IDE controller boards, video boards, network interface cards, sound cards, PCMCIA cards, IBM RS/6000's, symmetric multi-processor systems, 10/100BaseT-to-Fiber converters, X-Terminals, character based (dumb) terminals, print servers, laser printers, dot matrix printers, scanners, zip drives, floppy drives, hard drives, QIC drives, DAT drives, CD-ROM drives.

Familiar with general function of: DNS100, DNS500, DACSII, CEX, CVX, SESS, AX/250, PathStar, Shasta, Redback, DSLAM, Tandem Switch

Other

Telecommunications Regulatory Issues

Associations

Mr. Marchant serves many leadership roles as a highly respected member of the business community. His roles include the following:

1. Serves on the Florida Chamber Board of Governors including the taxation and members council committee from November, 1996 to the present.
2. Founded the Florida Internet Service Providers Association (FISPA) April, 1996. Served as Vice President until November 1997. FISPA is the nation's first and best Internet service providers association.
3. Elected President of FISPA November, 1997 for two-year term and was re-elected as president for a second two-year term on November, 1999.
4. Selected by the Florida Legislature to serve on the Florida Information Service Technology Development Task Force and serve on E-laws, Regulatory and Administration sub-committee in July 1999.
5. Successfully lobbied against Internet taxation in Florida during the 1999 Florida legislative session.
6. Selected to serve on Rep. Sharon Marchant's Workgroup on Internet Crime Against Children April, 1999.
7. Selected to serve on Florida Chamber Management Corporation committee October 1999.
8. Member of the Florida Chamber of Commerce since 1995.

References

Available upon request.

Resume

Daniel H. Webb

525 NW 99 Terrace, Gainesville, FL 32607
Home Phone: 352-331-1379 Email: dan@maxcess.net

Objective

To hold a position where my strengths in software development, operating systems management, and administration of systems, local area and wide area networking can best be utilized.

Education

Received Bachelor of Science in Business Administration, specialization in Computer and Information Sciences, University of Florida, May, 1986.

Employment

Maxcess, Inc.

Gainesville, FL

January 1999 to Present

Chief Technical Officer. Responsibilities include selection of hardware and service vendors for building a nationwide converged, unified telecommunications and data/video network. Also responsible for selection of service partners for local and long-haul communications transport services, and Internet connectivity. Duties require excellent understanding of the very latest technological solutions for all aspects of the converged network and its services, and also requires excellent understanding of regulatory issues, marketing, sales, finance, and operations.

Mercury Communications USA, Inc.

Gainesville, FL

December 1996 to January, 1998

Vice President of Operations. Responsibilities included management of systems administrators, sales staff, technical support/call center staff, and general bookkeeping staff for this Internet service provider company. Also wrote and implemented an automated billing system which was fully integrated with an existing accounting system. Also wrote customized business applications for customers using the C programming language and a relational database in various Unix environments. Also did network integration projects for customers, connecting these networks to the Internet and creating Virtual Private Networks. Key vendor contact for ordering, installation, and maintenance of data and telephony circuits.

Energizer Power Systems, Inc.

Gainesville, FL

February 1994 to December 1995

Senior Analyst Programmer. Responsible for software development and maintenance projects for Energizer's Battery Test and Evaluation group. Projects required thorough knowledge of Energizer's data acquisition systems running a real time operating system (RTE-A) on HP1000 computers and interfacing to an HP9000 (HP-UX) for data storage and reporting. All software modifications had to be right the first time as there was no test system. Successfully demonstrated ability to quickly learn a totally different kind of operating system, programming language, scientific application, and apply that knowledge to quickly and successfully implement major system expansion projects.

Marchant Business Systems, Inc.

Gainesville, FL

June 1986 to February 1994

Computer Programmer. Responsible for selection and configuration of customer hardware and operating systems. Provided complete turn-key accounting and point of sale systems on AT&T 3Bx, Intel x86, and IBM RS/6000 hardware using System V Unix and AIX. Wrote a complete integrated accounting system using C, a relational database, and 4-GL tools. Did local and wide area networking using serial I/O and dialup and leased lines connected with multiplexers and modems. Responsible for all aspects of systems administration, applications development, customer training, sales, and marketing.

Core Competencies

The majority of my career has been spent writing Unix-based software applications in "C", and interfacing those applications to a database. I'm quite expert at most aspects of System V Unix, UnixWare, and AIX. I'm also very good with shell scripting, and making use of the numerous utilities that exist within the Unix environment to accomplish complex tasks without writing much code (this includes the more obvious utilities such as cat and sort, for example.) I have some experience and am quite comfortable working in a Sabre environment. I'm also quite expert with BASIC, Pascal, FORTRAN, and COBOL, although I have not made use of those languages for quite some time. Also, I've been using "V" for so long that it has become an extension of my body. I have a strong background in financial accounting.

Other Areas of Technical Familiarity, Concepts, and Equipment

These are areas with which I am familiar and have experience to varying degrees, but would not want to lead you to believe that I am an expert:

Software/Utilities/Servers/Clients

make, sed, awk, sendmail administration, DNS administration, WindowsNT, Windows3.11, Windows95, DOS, X11, SQL, Samba, VisionFS, HylaFax, CheckPoint Firewall

Network Media and Related Concepts

PRI, BRI, T1, T3, DS0, DS1, DS3, OC-1, OC-12, OC-48, OC-192, ISDN, POTS, Frame Relay, PVC, ATM, SONET, QoS, VoFR, VoIP, VoDSL, VoATM, TDM, VPN, PSTN, PBX, HDSL, EDSL, SDSL, IDSL, HDSL2, ADSL, G.Lite/UAGSL, VDSL, RAGSL, DACS, GEX, NEBS3 ILFG, GLEG, RBOC, CBR, UBR, SS7, E-911, UNE, dry copper, one-pair, two-pair, coax, fiber, 10BaseT, 10Base2, 100BaseT

Equipment

Ethernet hubs, Ethernet switches, Cisco routers, USFVCCent, Total Control Enterprise Hub, TSU's, ISDN terminal adapters, POTS modems, PCs, Sun Microsystems computers, RAID controller boards, SCSI controller boards, IBM RS/6000's, Symmetric Multi-Processor Systems, 10/100BaseT-to-Fiber converters, X-Terminals, Character-based (dumb) terminals, Print Servers, Laser Printers, Dot Matrix Printers

Familiar with general function of: DMS100, DMS500, DACSII, GEX, CYL, SESS, AXI260, PathStar, Shasta, DSLAM, Tandem Switch

Other

Telecommunications Regulatory Issues,

Interests

Currently teach first and second grade Sunday School at Grace United Methodist in Gainesville, Florida. I am very devoted to my wife and family. I enjoy spending time with the Lord and with my family, and I support my family's efforts to serve God. I also enjoy travel, fishing, cooking, gardening, and Gator athletics.

References

Available upon request.

Managing Partner

The Founder and Managing Partner has over twenty-five years of business experience with twenty of those years in medical and information technology environments. Highlights of his management experience include positions as:

- 0 Executive Vice President and Chief Operating Officer of a privately-held software company in Boston. He profitably grew that company from under \$2 million to \$15 million in just over three years.
- 0 Chief Financial Officer of a \$40 million medical equipment manufacturer that more than doubled each year.
- 0 Director of Financial Planning and Analysis for a \$1 billion pharmaceutical and medical products company in Chicago.

Complete Management History

1988 - 1998	Founder and Managing Partner	Thomas West & Associates Atlanta, GA & Boston, MA
1985 - 1988	Exec. VP & Chief Operating Officer	InterSystems Corporation Boston, MA
1982 - 1983	Chief Financial Officer	Support Systems International Charleston, SC
1978 - 1982	Assistant Group Controller Medical Products Group Corporate Director, Financial Planning & Analysis	G. D. Smith & Co. Chicago, IL
1975 - 1978	Director - Market Research & Planning Controller - Distribution & Service Planning Manager - Distribution & Service	Rockwell International Corp. Adrenal Group Chicago, IL
1974 - 1975	Senior Financial Analyst	Morlin Corporation Chicago, IL
1973 - 1974	Financial Analyst - Asset Management	CNA Financial Corporation Chicago, IL

Military Experience U. S. Navy Officer 1967 - 1971

<u>Education</u>	M.B.A. Finance	University of South Carolina	1972
	B.S. Mathematics	Illinois Institute of Technology	1967

CHARLES W. MURPHY
2445 GARDEN HILL ROAD
TALLAHASSEE, FLORIDA 32304
904-215-1650 4056 FAX
407-496-1650 MOBILE

EDUCATION

JURIS DOCTOR

College of Law, Florida State University, 1993
Honors Graduate
Associate Editor, Law Review

BACHELOR OF ARTS

American Studies, Eckerd College, 1991

EMPLOYMENT

SENIOR STAFF ATTORNEY

Florida House of Representatives, Committee on Education
and Communications
February 1996 to March 2000

Advised Committee Chairman, House Members, and Legislative
Staff Director on legal and policy issues associated with
utility and telecommunications regulation; drafted proposed
legislation; wrote staff analysis of proposed legislation;
responded to constituent inquiries; worked with Public
Service Commission staff to clarify and address
issues raised by House Members, constituents, and the
agency. Served briefly as the House's Executive Council
Attorney during the transition to a Republican majority.

Wrote: 1996 Staff Internal Report, Telecommunications in
Florida, and 2000 Staff Internal Report, Regulating
Communications Taxation in Florida: Overview and Update,
both published by the Florida House of Representatives.

ASSOCIATE

Pennington and Haber
May 1994 to February 1996

Primary emphasis of practice was representation of clients
in matters before the Florida Public Service Commission.
Among others, such clients included: TWC Cable
Communications; Orange County Florida, Government.

Cablevision, Inc.; Digital Media Partners; Hyperion
telecommunications; Interprise Networking Services;
Paramount Wireless Communications; American Space
Development Corp.; Network Multi-Family Security Corp.;
Park Central Communications; Naples Chiropractic, Ltd.
Practice also included appeals of final administrative
orders.

Wrote: Public Service Commission Practice, published in the
Florida Bar Journal (January 1995).

LAW CLERK / ATTORNEY / SENIOR ATTORNEY

Communications Bureau, Legal Division, Florida Public
Service Commission

January 1990 to May 1994

Advised Commissioners on matters before the Commission;
reviewed pleadings filed at the Commission; drafted
Commission orders; represented the Commission technical
staff in proceedings before the Commission; prosecuted
show cause proceedings for violation of Commission rules;
conducted staff workshops; prepared staff advisory
requests; drafted and edited staff recommendations to the
Commission.

EXHIBIT C - FINANCIAL STATEMENTS

FSR5 - Income Statement and Balance Sheet

Income Statement

1999 I - 1999 II

		MONTH-TO-DATE	YEAR-TO-DATE
4025	SALES: BILLABLE SW PROG & SERVICE	12,405.02	12,405.02
		=====	=====
TOTAL SALES		12,405.02	12,405.02
		=====	=====
5030	COGS-PHONE AND DATA CIRCUITS	17,384.05	17,384.05
		=====	=====
TOTAL COST OF GOODS SOLD		17,384.05	17,384.05
		=====	=====
TOTAL GROSS PROFIT (LOSS)		-4,979.03	-4,979.03
		=====	=====
6000	PAYROLL EXPENSE	63,851.43	63,851.43
6011	FEDERAL UC EXPENSE	342.51	342.51
6012	STATE UC EXPENSE	30.31	30.31
6013	SOCIAL SECURITY EXPENSE	4,884.65	4,884.65
6020	UTILITIES EXPENSE	1,839.76	1,839.76
6027	CONFERENCE/CONVENTION EXPENSE	2,500.00	2,500.00
6035	TAXES AND LICENSES	1,478.90	1,478.90
6038	HEALTH INSURANCE EXPENSE	2,809.58	2,809.58
6040	INSURANCE EXPENSE	2,672.91	2,672.91
6050	OFFICE SUPPLIES EXPENSE	1,573.95	1,573.95
6055	FREIGHT/SHIPPING	493.36	493.36
6056	POSTAGE	226.00	226.00
6065	AUTO EXPENSE (REPAIR & MAINTENANCE)	240.84	240.84
6070	BANK CHARGES	293.34	293.34
6077	DUES & SUBSCRIPTIONS	360.00	360.00
6080	PROFESSIONAL SERVICES	22,445.63	22,445.63
6081	WEB SITE DEVELOPMENT SERVICES	18,000.00	18,000.00
6085	LEGAL SERVICES	24,735.85	24,735.85
6086	BOOKKEEPING SERVICES	10,000.00	10,000.00
6092	REPAIRS & MAINTENANCE (OFFICE)	276.01	276.01
6093	LAWN MAINTENANCE	300.00	300.00
6094	WASTE REMOVAL/PROPERTY MAINTENANCE	445.06	445.06
6102	DIAL-UP EXPENSE	1,389.04	1,389.04
6105	TELEPHONE EXPENSE	12,189.79	12,189.79
6106	CELLULAR PHONE EXPENSE ALLTEL	638.03	638.03
6112	FINES AND LATE CHARGES	700.86	700.86
6115	LODGING EXPENSE	2,187.04	2,187.04
6120	AIRFARE EXPENSE	1,004.50	1,004.50
6125	AUTO FUEL/TRAVEL EXPENSE	748.16	748.16
6126	TRAVEL TOLL OR PARKING EXPENSES	441.85	441.85
6127	TRAVEL EXPENSE - MEALS	1,607.70	1,607.70
6130	AUTO RENTAL EXPENSE	249.02	249.02
6135	TRAINING EXPENSE	241.78	241.78
6150	CASH SHORT/OVER	337.07	337.07
		=====	=====
TOTAL OPERATING EXPENSES		175,408.73	175,408.73
		=====	=====
7000	INTEREST INCOME	804.51	804.51
7003	MISCELLANEOUS INCOME	800.00	800.00
		=====	=====
TOTAL OTHER INCOME		1,604.51	1,604.51
		=====	=====
7200	INTEREST EXPENSE	5,882.36	5,882.36
		=====	=====
TOTAL OTHER EXPENSES		5,882.36	5,882.36
		=====	=====
TOTAL OTHER INCOME AND EXPENSES		-4,277.85	-4,277.85
		=====	=====
TOTAL NET INCOME (LOSS)		-104,743.61	-104,743.61

Balance Sheet
AS OF 1999 11

		BALANCE
1003	FIRST UNION NATIONAL BANK ACCOUNT	403.20
1004	FIRST UNION NATIONAL BANK (CAP)	2,106.51
1005	MAXCESS TRUST - SUNWEST BANK	1,950,000.00
1010	PETTY CASH	180.00

TOTAL CASH		1,952,609.75

TOTAL ACCOUNTS RECEIVABLE		0.00

TOTAL INVENTORY		0.00

TOTAL CURRENT ASSETS		1,952,609.75

TOTAL FIXED ASSET		0.00

TOTAL OTHER ASSETS		0.00

TOTAL ASSETS		1,952,609.75

		BALANCE
2000	ACCOUNTS PAYABLE CONTROLLING ACCT	70,563.96
2015	FICA PAYABLE	732.18
2020	FED. W/H TAX PAYABLE	604.21
2025	FUTA TAX	0.00
2030	SUTA TAX	788.15

TOTAL CURRENT LIABILITIES		71,113.18

TOTAL LONG TERM LIABILITIES		0.00

TOTAL LIABILITIES		71,113.18

3010	PAID IN EXCESS OF PAR	2,145,000.00
3015	CURRENT EARNINGS	134,743.41
3020	RETAINED EARNINGS	78,559.37

TOTAL STOCKHOLDER'S EQUITY		1,952,609.75

TOTAL LIABILITIES & EQUITY		1,952,609.75

EXHIBIT D - PROPOSED TARIFF

TELECOMMUNICATIONS SERVICES TARIFFTITLE SHEETSOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Maxcess, Inc.

("Maxcess"), with principal offices at 100 West Lucerne Plaza, Suite 500, Orlando, FL 32801. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: May 2, 2000

EFFECTIVE: 2000

ISSUED BY:

Daniel N. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

MAXCESS, INC.

ORIGINAL SHEET 2
SOUTH DAKOTA POC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

RESERVED FOR FUTURE USE

ISSUED: May 2, 2000
ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

EFFECTIVE: , 2000

MAXCESS, INC.

ORIGINAL SHEET 3

SOUTH DAKOTA FUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

CHECK SHEET

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

SHEET

REVISION

1	On 10/1/00
2	On 10/1/00
3	On 10/1/00
4	On 10/1/00
5	On 10/1/00
6	On 10/1/00
7	On 10/1/00
8	On 10/1/00
9	On 10/1/00
10	On 10/1/00
11	On 10/1/00
12	On 10/1/00
13	On 10/1/00
14	On 10/1/00
15	On 10/1/00
16	On 10/1/00
17	On 10/1/00
18	On 10/1/00
19	On 10/1/00
20	On 10/1/00
21	On 10/1/00
22	On 10/1/00
23	On 10/1/00
24	On 10/1/00
25	On 10/1/00
26	On 10/1/00
27	On 10/1/00
28	On 10/1/00
29	On 10/1/00
30	On 10/1/00
31	On 10/1/00
32	On 10/1/00

* New or Revised Sheet

ISSUED: May 2, 2000

EFFECTIVE:

2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

TELECOMMUNICATIONS SERVICES TARIFFTABLE OF CONTENTS

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Reserved for Future Use.....	1
Check Sheet.....	1
Table of Contents.....	1
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2.2 Use of Services.....	3
2.3 Liability of the Company.....	3
2.4 Responsibilities of the Customer.....	3
2.5 Cancellation or Interruption of Service.....	3
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ISSUED: May 2, 2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 600
Orlando, FL 32801

EFFECTIVE:

2000

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between page 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 12 cancels 3rd Revised Sheet 12. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are five levels of paragraph coding. Each level of coding is subsequent to the next higher level:

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).i
2.1.1.A.1.(a).i.(1)
2.1.1.A.1.(a).i.(1).(1)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it i.e., the number, etc., remains the same, just revised revision levels on some sheets. The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current filed with the Commission.

ISSUED: May 2, 2000
ISSUED BY:

Daniel M. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

EFFECTIVE: 2000

MAXCESS, INC.

ORIGINAL SHEET 6
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

ISSUED: May 2, 2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

EFFECTIVE:

2000

TELECOMMUNICATIONS SERVICES TARIFFSECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to determine the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code whenever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Maxcess - Used throughout this tariff to mean Maxcess, Inc., a South Dakota Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and maintains records in the 800 database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

TELECOMMUNICATIONS SERVICES TARIFF

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

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capabilities and capacity necessary for the transmission and reception of customer telecommunications traffic.

ISSUED: May 2, 2000

EFFECTIVE:

2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

TELECOMMUNICATIONS SERVICES TARIFFSECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of South Dakota. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

ISSUED: May 2, 2000

EFFECTIVE: 2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers which may be subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation, lack of satellite or other transmission medium capacity; the reduction, alteration or replicing of the United States' tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and extending parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this tariff.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

ISSUED: May 2, 2000
ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

EFFECTIVE: 1000

TELECOMMUNICATIONS SERVICES TARIFF

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, in caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other cause beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

ISSUED: May 2, 2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

EFFECTIVE:

, 2000

MAXCESS, INC.

ORIGINAL SHEET 12

SOUTH DAKOTA PUC TARIFF NO. 11

TELECOMMUNICATIONS SERVICES TARIFF

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 Reserved for Future Use
- 2.3.5 Reserved for Future Use
- 2.3.6 Reserved for Future Use

ISSUED: May 2, 2000

EFFECTIVE:

2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

TELECOMMUNICATIONS SERVICES TARIFF

- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special installation when the Customer requests and when are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for providing access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, upgrade, expand or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

TELECOMMUNICATIONS SERVICES TARIFF

2.4.6

The Customer shall ensure that the equipment and/or system is properly installed, tested and Company's facilities are not damaged. That the signals entered into the Company's network are of the proper type, frequency, power and signal level for the intended use of the equipment and in compliance with the rules set forth in this tariff, and that the signals do not cause interference, damage, personnel, or equipment owned by the Customer. In the event of a communication contribution or other action or inaction continuing to be taken which is determined as being detrimental to the Company's electrical communications network, the Company will permit such equipment to be disconnected from its channels without the need for advance notice or delay. In the event the Customer fails to maintain the equipment and/or the system properly, such resulting damage to the Company equipment, personnel, or the quality of service to other customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. In the event of a failure of satisfactory quality of service, the Company may, upon written notice, terminate the Customer's service.

2.4.7

The Customer shall pay the Company for replacement or repair or damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by negligence of the service, or by use of equipment provided by Customer or others.

2.4.8

The Customer must pay for the full amount of any Company equipment installed at Customer's premises.

2.4.9

If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

TELECOMMUNICATIONS SERVICES TARIFF

- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the applicable state regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring penalty, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may temporarily discontinue services to a Customer or may withhold the provision of services or contracted services:
- 2.5.1.A For nonpayment of any bill due the Company for more than twenty (20) days after receipt of the bill for the amount due, unless the charge is in dispute.
 - 2.5.1.B For violation of any of the provisions of this tariff.
 - 2.5.1.C For violation of any law, rule, regulation, order or any governmental authority having jurisdiction over the Company's business, or
 - 2.5.1.D By order of any court or arbitrator of a court, federal or state commission or federal, state or local governmental authority prohibiting the Company from furnishing its services.

ISSUED: May 2, 2000

EFFECTIVE: 2000

ISSUED BY:

Daniel H. Webb, CTO
100 West Lucerne Plaza, Suite 500
Orlando, FL 32801

TELECOMMUNICATIONS SERVICES TARIFF

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or area exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service with thirty (30) days written notice for the Company's standard month to month contracts. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

MAXCESS, INC.

ORIGINAL SHEET 17
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

2.6 Credit Allowance

2.6.1 Credit may be given for discounted calls, on a
per call basis.

ISSUED: May 2, 2000
ISSUED BY:

Daniel H. Webb, CEO
100 West Lucerne Plaza, Suite 100
Orlando, FL 32801

EFFECTIVE: 1999

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in Part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

ISSUED: May 2, 2000

ISSUED BY:

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2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 10 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing within 120 days after such bills are rendered. No credits, refunds, or adjustments shall be granted in demand therefore if not received by the Company in writing within such 120 day period.

TELECOMMUNICATIONS SERVICES TARIFF**2.11 Collection Costs**

In the event Company is required to institute legal proceedings to collect any amounts due to Company, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees, or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, shall be determined by a court of competent jurisdiction or by the Commission.

2.12 Taxes

All federal, state and local taxes, excise taxes, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and minimum charges taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month of the amount due, as authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$35.00 will be charged whenever a check or draft presented for payment for service is not honored by the institution on which it is written.

2.15 Reconnection Charge

A reconnection fee of \$35.00 per connection will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due to full effect of reconnection of service.

ISSUED: May 2, 2000

ISSUED BY:

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TELECOMMUNICATIONS SERVICES TARIFFSECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e., a flat-rate or flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments of one minute in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

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

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ORIGINAL COPY

TELECOMMUNICATIONS SERVICES UNIT

[illegible]

THE COMMISSIONER OF THE GENERAL LAND OFFICE
 LONDON
 1891

[illegible][illegible]

100 Feet Below A Water Level 100 Feet Below A Water Level

TELECOMMUNICATIONS SERVICES TARIFF

The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file a complaint with the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782
TTY through Relay Service South Dakota-
(800) 877-1113

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

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TELECOMMUNICATIONS SERVICES TARIFF

3.5 Service Offerings

3.5.1

1+ Dialing

This service permits customers to originate calls via switched or dedicated access lines and to terminate intrastate calls. The customer dials "1+" followed by the digits of the destination number. The digits "101XXXX" followed by "1+" are digits.

3.5.2

Travel Cards

The customer utilizes his or her "Travel Card" access number established by the company to access a terminal. When necessary, a voice prompt, the customer uses their travel card to enter an identification code consisting of the company, and the card number of the called party.

3.5.3

800 Service (Toll-Free)

This service is intended to provide toll-free access to information or services. The customer dials "800" followed by the seven-digit number of the called party. The company is responsible for the cost of the call.

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MAXCESS, INC.

ORIGINAL SHEET 25

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

3.5.4

Reserved for Future Use

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MAXCESS, INC.

ORIGINAL SHEET 26
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

Reserved for future

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ISSUED BY:

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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TELECOMMUNICATIONS SERVICES TARIFF

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this Tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. The Company will notify the Commission of such arrangements as required by Commission rules and regulations.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

MAXCESS, INC.

ORIGINAL SHEET 29

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.15 per minute

A \$4.95 per month service charge applies.
Billed in one minute increments.

4.2 Travel Cards

\$.199 per minute

A \$.25 per call service charge applies.
Billed in one minute increments.

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MAXCESS, INC.

ORIGINAL SHEET 30
SOUTH DAKOTA PUC TARIFF NO. 1
TELECOMMUNICATIONS SERVICES TARIFF

4.3 Toll Free

\$0.15 per minute

A \$10 per month per number service charge applies.
Billed in one minute increments.

4.4 Reserved for Future Use

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ISSUED BY:

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MAXCESS, INC.

ORIGINAL SHEET 31

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

4.5 Directory Assistance

\$.95

4.6 Returned Check Charge

\$20.00

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Orlando, FL 32801

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TELECOMMUNICATIONS SERVICES TARIFF4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period	Evening Rate Period	
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.9 Universal Service Fund Assessment & Pre-subscribed Interexchange Carrier Charge

The Customer will be assessed a monthly Federal Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Pre-subscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

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Daniel H. Webb, CTO
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MAXCESS, INC.
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Orlando, FL 32801

South Dakota Tariff Number 1
Original Page 1

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
MAXCESS, INC.
WITHIN THE STATE OF SOUTH DAKOTA**

Issued: May 2, 2000
Issued by:

Daniel H. Webb, Chief Technology Officer
Maxcess, Inc.

Effective:

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Issued: May 2, 2000
Issued by:

Ellen Hovey
Daniel H. Webb, Chief Technology Officer
Maxcess, Inc.
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Orlando, Florida 32801

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision	Page Number	Revision
1	Original	31	Original	61	Original	74	Original	87	Original
2	Original	32	Original	62	Original	75	Original	88	Original
3	Original	33	Original	63	Original	76	Original	89	Original
4	Original	34	Original	64	Original	77	Original	90	Original
5	Original	35	Original	65	Original	78	Original	91	Original
6	Original	36	Original	66	Original	79	Original	92	Original
7	Original	37	Original	67	Original	80	Original	93	Original
8	Original	38	Original	68	Original	81	Original	94	Original
9	Original	39	Original	69	Original	82	Original	95	Original
10	Original	40	Original	70	Original	83	Original	96	Original
11	Original	41	Original	71	Original	84	Original		
12	Original	42	Original	72	Original	85	Original		
13	Original	43	Original	73	Original	86	Original		

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate and regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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Effective:
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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by Maxcess, Inc. to customers within the state of South Dakota.

Issued: May 2, 2000
Issued by:

Effective
Daniel H. Webb, Chief Technology Officer
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SECTION 1.0 - DEFINITIONS

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

Access Line - An arrangement which connects the Customer's location to a switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - South Dakota Public Utilities Commission.

Company or Carrier - Maxcess, Inc., unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, receives, amounts or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

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DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District 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. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charge ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Service commencement Date - The first day following the date on which the Company notifies the Customer that the requested service 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 of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

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

Telephone Company - Used throughout this tariff to mean Maxcess, Inc. unless clearly indicated otherwise by the text.

TBD - To Be Determined.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of South Dakota and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

- (A) 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.
- (B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company. (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) 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 this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, 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 upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff 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.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of South Dakota without regard for its choice of laws provision.

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Effective
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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable poles, conduit, duct space, airways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company. (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of Carrier for damage 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 shall be determined by South Dakota Statute Sections 49-13-1 and 49-13-1.1.
- (B) Except for the extension of allowances to the Customer for interruptions in service in Section 2.7, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, including but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service except as determined pursuant to SDCL 49-13-1 and 49-13-1.1.
- (C) The liability of Carrier for errors in billing that result in overpayment by the customer shall be limited to a credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes, natural emergencies, insurrections, riots, wars or other civil commotions, strikes, lockouts, work stoppages or other labor difficulties, criminal actions taken against the Company, unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company provided facilities or services, or by means of the combination of company provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (2) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of or caused by any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities.
- (9) Any non-completion of calls due to network busy conditions.
- (10) Any calls not actually attempted to be completed during any period that service is unavailable.
- (11) Breach in the privacy or security of communications transmitted over Carrier's facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by its for use in an explosive atmosphere.
- (F) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- (G) CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

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' service. 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 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company. (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Company.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) 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:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer provided network control signaling equipment.

SECTION 2.6 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable effort basis at the request of the Customer. Special construction is construction undertaken

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

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Issued by:

Signature:
Daniel H. Webb, Chief Technology Officer
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Orlando, Florida 32801

SECTION 20 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company. (Cont'd)

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 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 required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 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 the South Dakota Public Utilities Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

- (A) the payment of all applicable charges pursuant to this tariff;
- (B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer, or the non-compliance by the Customer with these regulations, or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- (C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (F) 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 Company facilities and equipment or in Customer premises or the right-of-way for which Customer is responsible under Section 2.1 (E) and granting or obtaining permission for Company agents or employees to enter the premises of the Customer 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;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities and;
- (H) making Company 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expenses or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- (B) Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (C) Notwithstanding any other provision of this contract and pursuant to S.D. Codified Laws §§ 49-13-1 and 49-13-1.1, any person claiming to be damaged by Carrier may either make complaint to the Commission or may bring suit on his own behalf for the recovery of damages in any court of competent jurisdiction in South Dakota, but no person may pursue both remedies at the same time.

SECTION 2.0 - RULES AND REGULATIONS (CONTD)

2.4 Customer Equipment and Channels

2.4.1 General

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

2.4.2 Station Equipment

- (A) Terminal equipment of 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 MPOE.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to 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 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. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONTD.)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the South Dakota Public Utilities Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) 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.
- (C) 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.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations, and all user-provided wiring shall be installed and maintained in compliance with those regulations.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

- (A) 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 Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems 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 the 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.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's services immediately, with no prior notice required.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished, where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring 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. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

- (A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with South Dakota Public Utilities Commission Rules. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two and one-half twelfths of the estimated charge for the service for the ensuing twelve months. A deposit may be required in addition to an advance payment.
- (B) Upon discontinuance of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- (C) Deposits will accrue interest annually at the legal rate in accordance with South Dakota Public Utilities Commission Rules.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the South Dakota gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the South Dakota Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in South Dakota, or both, and are charged to a subscriber's telephone number or account in South Dakota.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) 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 thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) 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 thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day 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 this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentation, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within one hundred eighty (180) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules and procedure. The address of the Company and the Commission is as follows:
- Maxcess, Inc. South Dakota PUC
100 Rowland Way, Suite 145
Novato, California 94945
800-685-8486

State Capitol Building
500 East Capitol Ave
Pierre, South Dakota 57501
800-332-1782
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 8.6.2.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), 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 this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the 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).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 20 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer 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.
- (D) 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 discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental 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.

SECTION 2.0 - RULES AND REGULATIONS (CONTINUED)

2.6 Payment Arrangements. (Continued)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

SECTION 2.0 - RULES AND REGULATIONS (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) 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.
- (B) 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 cost of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) 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, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and materials; the cost of installation, engineering, labor, and supervision; general and administrative expenses; other disbursements; depreciation; maintenance; taxes; provision for return on investment; and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2A - RULES AND REGULATIONS (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services 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.

2.6.7 Bad Check Charge

A service charge of \$20.00 will be assessed in accordance with South Dakota law for all checks returned by a bank or other financial institution for insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes impossible to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this contract.
- (B) An interruption period begins when the Customer reports a service failure or circuit to be inoperative and, if necessary, removal of the system and repair. An interruption period ends when the service, facility or circuit is operation.

SECTION 2.8 - RULES AND REGULATIONS (CONTINUED)

2.7 Allowances for Interruptions in Service (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service facility or circuit is considered to be impaired but not interrupted. No credit allowance will be made for a service facility or circuit considered by the Company to be impaired.
- (D) 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 when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

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

- (A) Due to the negligence of or non-compliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power equipment, systems, communications or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) 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;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction.

2.7.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

SECTION 2.0 - RULES AND REGULATIONS. (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. 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.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service, (Continued)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

Interruptions over 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.

(F) Interruptions Over 72 Hours

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

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SECTION 2.0 - RULES AND REGULATIONS (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) 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;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Reserved for Future Use

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the South Dakota Public Utilities Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. 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. The Company 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.

2.11 Transfers and Assignments

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, except that the Company may assign its rights and duties to a) 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.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.12 Notices and Communications

- 2.12.2 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.
- 2.12.3 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff 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.
- 2.12.5 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 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) U S WEST.

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the South Dakota Public Utilities Commission reclassifies an exchange from one Rate Group to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in U S WEST's South Dakota General Subscriber Service Tariff (GSST).

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SECTION 3.0 - SERVICE AREAS (CONT'D)

3.3 Extended Area Service Additive

Certain exchanges within the Telecommunications Service Territory within South Dakota utilize an Extended Area Service additive to the rates provided in Sections 7.2, 7.3 and 7.5 of this tariff. The following chart identifies the additive rates that need to be added to the rates in those sections for the Extended Area Service rate.

3.3.1 Flat Rate Service Additive

To Be Determined

3.3.2 Message Rate Service Additive

To Be Determined

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	Residence	Business
Line Connection Charge		
First Line	TBD	TBD
Each Additional Line	TBD	TBD
Line Change Charge		
First Line	TBD	TBD
Each Additional Line	TBD	TBD
Secondary Service Order Charge	TBD	TBD

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

Duration of time, per technician	Residential	Business
Initial 15 minute increment	TBD	TBD
Each Additional 15 minute increment	TBD	TBD

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	Residence	Business
Per occasion	TBD	TBD

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the South Dakota Public Utilities Commission:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following, are offered at no charge to Customers:

Governmental fire fighting, South Dakota State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

- Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.
- Step 3: Square each difference obtained in step (b) above.
- Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO							
5:00 PM*							
5:00 PM							
TO							
11:00 PM*							
11:00 PM TO							
8:00 AM*							

DAYTIME RATE PERIOD

EVENING RATE PERIOD

EVE

NIGHT/WEEKEND RATE PERIOD

*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day
Memorial Day
Independence Day
Thanksgiving Day
Christmas Day

January 1
As Federally Observed
July 4
As Federally Observed
December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.5 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.8 Reserved for Future Use

5.9 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enables DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.10 Reserved for Future Use

5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

(A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

(B) **Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.

(C) **Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (D) **Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (I) **Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) **Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (M) **Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;

Answer the waiting call and disconnecting from the first party;

Direct the waiting caller to hold via a recording;

Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

- (N) **Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.

- (O) **Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (X) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (AA) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.
- (AB) **Three Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.14 Reserved for Future Use

5.15 Reserved for Future Use

5.16 Miscellaneous Services

5.16.1 Main Number Retention

Main Number Retention is an optional feature by which a Customer, who was formally a customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided Exchange Services. Main Number Retention service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

5.16.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

5.16.3 Vanity Number Service

This service provides for the reservation of special or unique telephone number and fax number for use with the Company-provided exchange services.

5.16.4 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the South Dakota Public Utilities Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof and will not apply to any Customer whose services may have been provisioned through resale of 's local exchange services, in whole or in part, prior to the effective date hereof.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST, (CONTINUED)

7.2 Standard Residence Local Exchange Service

Standard Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers, which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Residence Local Exchange Service are billed monthly in advance. Usage charges if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Residence Local Exchange Service lines per month. Rates and charges include Touch-tone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

TO BE DETERMINED

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service (Continued)

7.2.2 Other Monthly Recurring Charges

(A) End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Lines charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line TBD
Multi-line Customer, Per Line TBD

(B) Hunting (a.k.a. Rotary or Grouping)

The following charges apply to Standard Residence Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

To Be Determined

7.2.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.3 Usage Sensitive Charges and Allowances, (Continued)

(B) Message Service

Customers subscribing to Message Service will receive a monthly usage allowance of 30 outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call

TBD

(1) Calls to Expanded Service Areas

The following per minute rates apply to calls to points in the Expanded Service Areas as defined in the General Subscriber Service Tariff, Section A3, presently on file with the SD. PUC.

TO BE DETERMINED

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Residence Local Exchange Service, (Continued)

7.2.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

A separate non-recurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Non-recurring charges for installation of Residential lines are:

First Line	TBD
Each Additional Line(1)	TBD
"As-Is" Change Over, Per Line	TBD

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

TO BE DETERMINED

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.2 Other Monthly Recurring Charges

(A) End-User Common Line (EUCL) Recovery Charge

The following charge applies to recovery of End User Common Line charges billed to the Company by the Incumbent LEC.

Single Line Customer, Per Line	TBD
Multiline Customer, Per Line	TBD

(B) Hunting (a/k/a Rotary or Grouping)

The following charges apply to Standard Business Local Exchange lines equipped with Hunting. Rates vary based on Rate Group.

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Message Service

Customers subscribing to Message Service will receive a monthly usage allowance of 75 outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

Per Local Call

TBD

(1) Calls to Expanded Service Areas

The following per minute rates apply to calls to points in the Expanded Service Areas as defined in the U S WEST's General Subscriber Service Tariff presently on file with the SD PUC.

TO BE DETERMINED

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.3 Standard Business Local Exchange Service, (Continued)

7.3.4 Non-Recurring Charges

Non-recurring charges apply to each line installed for the Customer. Non-recurring charges are in addition to applicable service order charges contained in Section 4 of this tariff. All such charges will appear on the next bill following installation of the service.

A separate non-recurring per line charge will apply where the Customer currently has service from the Incumbent LEC and requests an "As-Is" changeover of all current service(s) and features from the Incumbent LEC to the Company without any changes in such service or features. This Change Over Charge applies in lieu of the nonrecurring charges listed in the table below.

Non-recurring charges for installation of Residential lines are:

First Line	TBD
Each Additional Line(1)	TBD
"As-Is" Change Over, Per Line	TBD

NOTES:

- (1) Additional Line installation charges apply only when 2 or more lines are installed at the same time and at the same Customer Premises.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.5 Residence and Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business and Residence Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Sections 7.2 and 7.3).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

7.5.1 Flat Rate Service

To Be Determined

7.5.2 Message Rate Service

To Be Determined

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 1 st Block of 20 DID Numbers	TBD	TBD
Each Additional Block of 20 DID Numbers	TBD	TBD
DID Trunk Termination:	TBD	TBD
Per Inward Only Trunk	TBD	TBD
Per Combination Trunk with Call Transfer		
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	TBD
Automatic Intercept Service, Per Number Referred	TBD	N/A

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SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.7 Reserved For Future Use

7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business and Residence line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Residence	Business
Three-Way Calling	TBD	TBD
Call Return	TBD	TBD
Repeat Dialing	TBD	TBD
Calling Number Delivery Blocking, Per Call	TBD	TBD

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

7.8.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Residence	Business
Flexible Call Forwarding		
Flexible Call Forwarding with Audio Calling Name		
Flexible Call Forwarding Plus		
Flexible Call Forwarding Plus with Audio Calling Name		
Call Forwarding Variable		
Call Forwarding Variable with Remote Access		
Call Forwarding Don't Answer - Basic		
Call Forwarding Don't Answer w/Ring Control		
Call Forwarding Don't Answer w/Customer Control		
Call Forwarding Busy Line - Basic		
Call Forwarding Busy Line w/Customer Control		
Call Waiting - Basic		
Call Waiting - Deluxe		
Call Waiting - Deluxe with Conferencing		

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

7.8.2 Features Offered on a Monthly Basis

Optional Calling Feature (cont'd)	Residence	Business
Caller ID - Basic		
Caller ID - Deluxe		
Caller ID - Deluxe W/ Anonymous Call Rejection		
Anonymous Call Rejection		
Call Block		
Call Return		
Call Selector		
Call Tracing		
Calling Number Delivery Blocking (per line equipped)		
Message Waiting Indication - Audible		
Message Waiting Indication - Audible and Visual		
Multiple Directory Number Distinctive Ringing - First DN		
Multiple Directory Number Distinctive Ringing - Second DN		
Preferred Call Forwarding		
Repeat Dialing		
Speed Calling (30 codes)		
Speed Calling (8 codes)		
Three Way Calling		

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings

8.1.1 General

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company use abbreviations in listings. The Company may reject a residence listing, which is judged to be advertising. It may also reject a listing it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service willing to be accepted as a listing unless the subscriber is legally doing business under that name.

A name may be repeated in the white pages only when a different address or telephone number is used.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings

(A) Names

The following names may be included in business service listings:

- (1) The name of subscriber or joint user.
- (2) The name of each business enterprise which the subscriber or joint user conducts.
- (3) The name by which the business of a subscriber or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- (4) The name of any person associated with the subscriber or joint user in the same business.
- (5) The name of any person, firm or organization which subscriber or joint user is authorized to represent or the name of an authorized representative of the subscriber or joint user.
- (6) Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing in the judgment of the Company, is not for advertising purposes. The name of a publication issued periodically by the subscriber or joint user.
- (7) The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- (8) The name of a member of subscriber's domestic establishment when business service is furnished in the subscriber's residence.
- (9) The name of a corporation which is the parent or a subsidiary of the subscriber.
- (10) The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- (11) The name of the subscriber to a sharing arrangement.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(B) Designation

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone number or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation. A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropractor, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that subscriber or another subscriber in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.2 Composition of Listings, (Continued)

(C) Address

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

(D) Telephone Number

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings

(A) Standard Listing

A standard listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 5.13.2.2 above.

(B) Indented Listing

An indented listing appears under a standard listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD
Office 125 Portland 555-4180
Residence 9 Glenway 555-8345

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's PBX trunks not included in the incoming service group, or the service furnished a different subscriber.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Continued)

8.1.3 Types of Listings, (Continued)

(C) Alternate Telephone Number Listing and Night Listing

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following:

If no answer call (telephone number)
Night calls (telephone number)
Night calls after ___ PM (telephone number)
Nights, Sundays and holidays (telephone number)
5PM to 9AM weekdays, Saturday until 9AM, Monday and holidays
(telephone number)

Such listing may be furnished as an indented listing or as a sub-caption. The telephone number in such a listing may be that of another service furnished the same subscriber or one of the subscriber's FDX trunks not included in the incoming service group, or the service furnished a different subscriber.

(D) Duplicate Listing

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

(E) Reference Listing

A subscriber having exchange service listed under different geographical headings may have an indented listing in reference form in lieu of a duplicate listing.

(F) Cross Reference Listing

A cross reference listing may be furnished in the same alphabetical group with the related listing when required for identification of the listed party and not designated for advertising purposes.

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.1 Directory Listings, (Cont'd.)

8.1.4 Free Listings

The following listings are provided at no additional charge to the Customer: one listing for each individual line service, auxiliary line or PBX system.

8.1.5 Rates for Additional Listings - Business Customers

The following rates and charges apply to additional listings requested by the Customer over and above those free listings provided for in Section 8.1.4.

Type of Listing	Residential Charge	Business Charge
Reference/Cross Reference:		
- Each Listing	TBD	TBD
Alternate Telephone Number/Night Listing:		
- Night, Sundays & Holidays	TBD	TBD
- First Line	TBD	TBD
Additional Listing	TBD	TBD
Foreign Listing	TBD	TBD
Dual Name Listing - Non Recurring		
	TBD	TBD

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.2 Non-Published Service

8.2.1 General

Non-published service means that the Customer's telephone number is not listed in the directory, not does it appear in the Company's Directory Assistance Records.

8.2.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

8.2.3 Rates and Charges

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location, if the Customer lives in a hotel, boarding house or club with listed service, or if the service is installed for a temporary period.

Non-published service charge, per month

75¢

SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.3 Non-Listed Service

8.3.1 General

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records.

8.3.2 Regulations

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

8.3.3 Rates and Charges

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location if the Customer lives in a hotel, boarding house or club with listed service or in the service is installed for a temporary period.

Non-listed service charge, per month

FBI

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SECTION 8.0 - DIRECTORY ASSISTANCE AND LISTING SERVICES

8.4 Directory Assistance Services

8.4.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call

TBD

SECTION 9.0 - RESERVED FOR FUTURE USE

9.1 Reserved For Future Use

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SECTION 10.0 - RESERVED FOR FUTURE USE

10.1 Reserved For Future Use

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SECTION 11.0 - MISCELLANEOUS SERVICES

11.1 Carrier Presubscription

11.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below.

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscriptions, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business or residence line, trunk, or port

Initial Line, or Trunk or Port

TBD

Additional Line, Trunk or Port

TBD

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SECTION 12.0 - RESERVED FOR FUTURE USE

12.1 [Reserved for Future Use]

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SECTION 13.0 - RESERVED FOR FUTURE USE

13.1 [Reserved for Future Use]

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SECTION 14.0 - RESERVED FOR FUTURE USE

14.1 [Reserved for Future Use]

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SECTION 15.0 - PROMOTIONAL OFFERINGS

15.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

15.2 Discounts

The Company may, from time to time as reflected in the price list, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included).

MAXCESS, INC.

Check Number

004494

Date Invoice Reference Voucher
02/10/2000 FILING FEES 000485

Amount
\$50.00

Balance

Page
50

T000-077

Date
02/14/2000

TOTALS ->

Amount
\$50.00

Balance

Page
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MAXCESS, INC.
14119 WEST NEWBERRY ROAD
NEWBERRY, FLORIDA 32669
(352) 332-1300

FIRST UNION NATIONAL BANK
OF FLORIDA
GAINESVILLE, FLORIDA 32605

004494

63-2/530

CHECK NO.

004494

DATE

02/14/2000

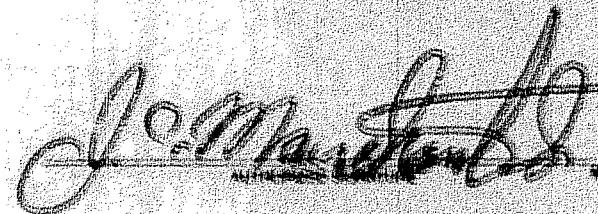
AMOUNT

*****\$50.00

Two Hun. Fifty Dollars & no/100

PAY
TO THE
ORDER
OF

SD DAKOTA PUBLIC UTILITIES COMM.



⑈004494⑈ ⑆06300002102090007855567⑈

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 27, 2000 through May 3, 2000

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

CONSUMER COMPLAINTS

CT00-068 In the Matter of the Complaint filed by Janette M. Ball, Sioux Falls, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services.

The Complainant claims that WorldCom Network charged her for long distance service without authorization. The Complainant requests credit and compensation.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Dated Docket: 04/28/00
Intervention Date: NA

CT00-069 In the Matter of the Complaint filed by Dean Electric Inc. dba: Dykstra Electric, Yankton, South Dakota, against Network Services Regarding Unauthorized Switching of 800 Services and Continued Billing for Unauthorized Services.

The complainant alleges that the first receipt for charges from Network Services appeared on an invoice dated July 19, 1999 and when contacted, Network Services informed Dean Electric, Inc. that the carrier for the 800 number remained AT&T and Network Services was only processing the billing for AT&T. In December, 1999, upon contacting AT&T to inquire about a calling plan, Dean Electric, Inc. was informed that AT&T was not providing services to the 800 number. At this time Dean Electric, Inc. realized that Network Services had performed an unauthorized switch of 800 services and immediately contacted AT&T to transfer its services back. Dean Electric, Inc. has continued to receive monthly charges from Network Services, despite many requests to cancel the services. The complainant requests that the Dean Electric, Inc. account with Network Services be closed; that its services be switched to AT&T at no additional cost, and that Dean Electric, Inc. receive a full refund of all Network Services charges.

Staff Analyst: Charlene Lund
Staff Attorney: Karen Cremer

Date Docketed: 05/02/00
Intervention Deadline: NA

CT00-070 In the Matter of the Complaint filed by Paul Janssen dba The Enterprise Auto Repair, Madison, South Dakota, against Business Options, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that charges from Business Options appeared on his billing without authorization. The Complainant seeks credit for the charges and a maximum penalty against the company.

Staff Analyst: Leni Healy
Staff Attorney: Camron Hoseck
Date Docketed: 05/03/00
Intervention Deadline: NA

CT00-071 In the Matter of the Complaint filed by Phyllis Breuer, Sioux Falls, South Dakota, against HOLD Billing Services, Sprint Communications Company L.P. and Business Options, Inc. Regarding Unauthorized Switching of Services.

The Complainant alleges that charges from HOLD, Sprint, and Business Options appeared on her billing without authorization. The Complainant requests credit of all charges and compensation for inconvenience.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Docketed: 05/03/00
Intervention Deadline: NA

ELECTRIC

EL00-013 In the Matter of the Petition of Northern States Power Company for Approval of a Customer Buyback Program.

Northern States Power Company (NSP) is proposing to add a provision to the South Dakota Electric Rate Book. This new provision will allow NSP to interrupt and thereby "purchase" energy from its large customers who reduce their load by at least one Megawatt. This option can be used upon mutual agreement of both NSP the eligible customer, whenever wholesale energy supply market prices are exceptionally high, or when NSP is affected by exceptional generation or transmission system difficulties.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Docketed: 05/01/00
Intervention Deadline: 05/19/00

TELECOMMUNICATIONS

TC98-096 In the Matter of a filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and Rural Cellular Corporation.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Rural Cellular Corporation has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-096 and was effective August 5, 1999. The first amendment addresses extending the term of the agreement.

Staff Attorney: Camron Hoseck
Date Filed: 05/03/00
Intervention Deadline: 05/19/00

TC98-099 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C.

A first amendment to an interconnection agreement between U S WEST Communications, Inc. and Midwest Wireless Communications L.L.C. and Switch 2000 L.L.C. has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket TC98-099 and was effective August 5, 1999. The first amendment addresses extending the term of the agreement.

Staff Attorney: Camron Hoseck
Date Filed: 05/03/00
Intervention Deadline: 05/19/00

TC99-007 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and CCCSD, Inc. dba Connect.

A first amendment to an interconnection agreement between U S WEST Communications and CCCSD, Inc. dba Connect has been filed with the Commission for approval. The original agreement was approved by the Commission in Docket

TC99-007 and was effective August 26, 1999. The first amendment addresses collocation and the term of the agreement.

Staff Attorney: Camron Hoseck

Date Filed: 05/03/00

Intervention Deadline: 05/19/00

TC99-023 In the Matter of the filing by U S WEST Communications, Inc. for approval of a first amendment to the interconnection agreement between it and MIDCO Communications, Inc. dba MidContinent Communications, Inc.

A first amendment to an interconnection agreement between U S WEST Communications and MIDCO Communications, Inc. dba MidContinent Communications, Inc. has been filed with the Commission for approval. The original agreement was approved in Docket TC99-023 and was effective May 5, 1999. The first amendment addresses unbundled local loops.

Staff Attorney: Camron Hoseck

Date Filed: 05/03/00

Intervention Deadline: 05/19/00

TC00-076 In the Matter of the Application of TeleCents Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

TeleCents Communications, Inc. has filed a request for a Certificate of Authority to offer resold interexchange services, including 1+ and 101XXXX direct outbound dialing, 800/888 toll-free inbound dialing, travel card service and prepaid calling card service throughout South Dakota.

Staff Analyst: Michele Farris

Staff Attorney: Camron Hoseck

Date Docketed: 05/02/00

Intervention Deadline: 05/19/00

TC00-077 In the Matter of the Application of Maxcess, Inc. for a Certificate of Authority to Provide Telecommunications Services, including Local Exchange Services, in South Dakota.

Maxcess, Inc. submitted an application on May 2, 2000 to provide facilities-based and resold interexchange and local telecommunications services in South Dakota. Maxcess requests authority to provide services throughout the state of South Dakota, however

the applicant does not seek to provide resold or facilities-based services to customers in areas that are eligible for a small or rural carrier exemption pursuant to Section 251(f)(1) of the Federal Act.

Staff Analyst: Heather Forney

Staff Attorney: Karen Cremer

Date Docketed: 05/02/00

Intervention Deadline: 05/19/00

**TC00-078 In the Matter of the Filing for Approval of a Resale Agreement
between U S WEST Communications, Inc. and NOW
Communications, Inc.**

A resale interconnection agreement between U S WEST Communications, Inc. and NOW Communications, Inc. was filed for approval pursuant to 47 U.S.C. Section 252(e). The resale agreement will provide for the resale of local telecommunications services within the geographical areas where U S WEST is the incumbent local exchange carrier.

Staff Attorney: Camron Hoseck

Date Docketed: 05/03/00

Intervention Deadline: 05/19/00

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
MAXCESS, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE)	AUTHORITY
TELECOMMUNICATIONS SERVICES,)	
INCLUDING LOCAL EXCHANGE SERVICES, IN)	TC00-077
SOUTH DAKOTA)	

On May 2, 2000, the Public Utilities Commission (Commission) received an application for a certificate of authority from Maxcess, Inc. (Maxcess).

Maxcess intends to initially offer interexchange and local exchange services. A proposed tariff was filed by Maxcess.

On May 4, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of May 19, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled July 13, 2000 meeting, the Commission considered Maxcess' request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to the condition that Maxcess not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(9) and ARSD 20:10:32:03(11).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that Maxcess has met the legal requirements established for the granting of a certificate of authority. Maxcess has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (9) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03.

The Commission approves Maxcess' application for a certificate of authority, subject to rural safeguards, and subject to the condition that Maxcess not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. The certificate of authority for Maxcess shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should Maxcess choose to provide local exchange services statewide, with respect to rural telephone companies, Maxcess will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. §

214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

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

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

FURTHER ORDERED, that the Commission shall authorize Maxcess to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company; and it is

FURTHER ORDERED, that the Commission finds good cause to waive subparagraph (8) of ARSD 20:10:24:02 and subparagraph (11) of ARSD 20:10:32:03

Dated at Pierre, South Dakota, this 21st day of July, 2000.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u><i>Helene Kees</i></u>
Date:	<u>7/21/00</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted July 13, 2000
Docket No. TC00-077

This is to certify that

MAXCESS, INC.

is authorized to provide telecommunications services in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 13th day of July, 2000



**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner