

IN THE MATTER OF THE  
APPLICATION OF GLOBAL TELELINK  
SERVICES, INC. FOR A CERTIFICATE  
OF AUTHORITY TO PROVIDE  
INTEREXCHANGE  
TELECOMMUNICATIONS SERVICES  
AND LOCAL EXCHANGE SERVICES IN  
SOUTH DAKOTA

## DATE \_\_\_\_\_

## MEMORANDA

11/15	00	Filed andocketed;
11/16	00	Weekly Filing;
12/1	00	SPITE Petition to Intervene;
12/4	00	Amended Application;
12/20	00	Order Granting Withdrawal of Intervention;
1/5	01	Supplement to Application;
1/24	00	Order Granting COA;
1/24	01	Docket Closed.

## GERRY. FRIEND &amp; SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2117

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gfslaw@gfslaw.com

November 14, 2000

**VIA OVERNIGHT MAIL**

South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

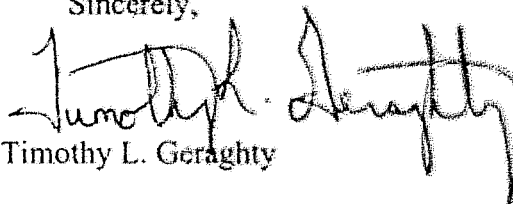
Re: Application of Global TeleLink Services, Inc. for a Certificate of Authority to Provide Local Exchange and Intrastate Interexchange Telecommunications Services as a Competitive Telecommunications Service Provider Within the State of Delaware (the "Application")

Dear Sir or Madam:

Enclosed are the original and eleven (11) copies of the Application. Please file the Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope.

If you have any questions or comments, please call the undersigned.

Sincerely,



Timothy L. Geraghty

TLG/nb  
Enc.

cc: Global TeleLink Services, Inc.  
(with enclosure)  
Charles A. Hudak  
(with enclosure)

**RECEIVED**

NOV 15 2000

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**



3. **Applicant's Attorneys' Names and Addresses.** The correct names, addresses and

telephone numbers of Applicant's attorneys are:

Charles A. Hudak, Esq.  
Timothy L. Geraghty, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

Mr. Hudak or Mr. Geraghty should be contacted in connection with questions regarding Applicant's general operation and management, as well as any tariff-related matters.

4. **Authorized Representative.** Upon grant of certification, the Commission should direct all correspondence, inquiries or data requests to:

Robert Smith, President  
Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480  
Atlanta, Georgia 30328  
Tel: (678) 731-0903  
Fax: (678) 731-0053

with a copy to:

Charles A. Hudak, Esq.  
Timothy L. Geraghty, Esq.  
Gerry, Friend & Saprnov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000



5. **South Dakota Offices.** Applicant does not maintain, and does not intend to maintain, an office in the State of South Dakota. Applicant's registered agent and address for service of process in the State of South Dakota is:

CT Corporation System  
319 South Coteau Street  
Pierre, South Dakota 57501

## **II. DESCRIPTION OF APPLICANT'S PROPOSED SERVICES**

6. **Description of Proposed Services.** Applicant seeks authority to provide local exchange and intrastate, interLATA and intraLATA toll (as permitted by the Commission) telecommunications services in the State of South Dakota. Applicant intends to provide such services (i) by reselling the services of other certificated local exchange carriers and long distance carriers operating in the State of South Dakota, (ii) by leasing unbundled network elements obtained from certificated incumbent local exchange carriers operating in the State of South Dakota and (iii) by providing services over Applicant's proposed facilities-based network.

### **a. Local Exchange Telecommunications Services**

Applicant requests authority to provide a wide variety of traditional local voice and data telecommunications services to consumers and to other telecommunications carriers in the State of South Dakota. These services may include single and multi-line residential and business services; complex services such as CENTREX, high-capacity private line (e.g., T-1, DS-1, DS-3, OC-3, OC-12), ISDN, digital subscriber line, and frame relay services; directory listing services; and optional CLASS service features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification.

### **b. Intrastate, Interexchange Telecommunications Services**

Applicant requests authority to provide facilities-based and resold interexchange (interLATA and intraLATA toll) telecommunications services to business and residential customers through use

of a combination of unbundled network elements leased from other certificated carriers, and long distance transmission facilities leased or purchased from certificated long distance carriers. Until Applicant's facilities are operational, Applicant intends to provide interexchange telecommunications resale services. Applicant's proposed interexchange services may include direct dial ("1+") services, measured toll services, private line services, toll-free (e.g., "800", "888") services, travel card services and prepaid calling card services.

c. **Billing and Customer Service Information.** Applicant intends to enter into direct billing arrangements with consumers in South Dakota. The charges, based upon the rates which will be set forth in Applicant's tariff, Applicant's name, and its toll free telephone number for customer assistance (866-487-2001) will appear on all invoices. In addition, consumers may contact Applicant's customer service representatives regarding a broad range of service matters, including (i) the types of services offered by Applicant and the rates associated with such services; and (ii) problems or concerns pertaining to the consumer's current service. Applicant's customer service representatives will be available to assist consumers twenty-four (24) hours per day, seven (7) days per week.

7. **Geographic Area to Be Served.** Applicant proposes to serve the entire State of South Dakota to the fullest extent permitted by the laws of the State of South Dakota and the orders, rules and regulations of the Commission. Therefore, a map of Applicant's proposed service areas within South Dakota will not be included.

8. **Tariff.** Applicant proposes to offer local exchange and intrastate, interexchange services within the State of South Dakota as further described in its proposed tariffs, attached hereto as Exhibit "D". Modifications to these tariffs, once approved, shall be made on such notice as is required by the Commission's rules.

### **III. APPLICANT'S TECHNICAL, FINANCIAL AND MANAGERIAL QUALIFICATIONS**

9. **Technical and Managerial Expertise.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. A description of Applicant's management team is attached hereto at Exhibit "E". Applicant has filed, or is in the process of filing, applications for authority to provide the telecommunications services described herein throughout the United States. Moreover, Applicant has not been denied authority to provide intrastate telecommunications services in any state and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (e.g. slamming).

10. **Financial Capability.** Applicant possesses sufficient financial capability to provide its facilities-based and resold local exchange and intrastate interexchange telecommunications services on a continuous basis in the State of South Dakota. Applicant's financial statements are attached hereto at Exhibit "F".

11. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Commission may impose subject to South Dakota law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide facilities-based and resold local exchange and intrastate, interexchange telecommunications services throughout the entire State of South Dakota.

12. **Procedure for Verifying Customer Ordered Changes.** Applicant intends to comply with all state or federal telecommunications statutes, rules or regulations governing the processing, verification and implementation of customer-ordered changes. Further, in order to limit customer confusion regarding Applicant's services and to avoid processing of unauthorized service change requests, Applicant will not accept or implement verbal requests for carrier changes.

#### **IV. ARGUMENT IN SUPPORT OF APPLICATION**

**13. Public Interest, Convenience and Necessity.** Commission approval of the matters described in Applicant's Application is in the public interest. Grant of Applicant's request for authority to provide local exchange and intrastate, interexchange services will increase competition for consumers of such services within the State of South Dakota. Competition, in turn, will encourage efforts by other certificated telecommunications providers to broaden the range of choices for South Dakota consumers of local exchange and long distance services. Applicant submits that, based on the information supplied herein, its proposed service offerings will provide South Dakota consumers with high quality telecommunications products and services at reasonable rates while encouraging innovation and efficiency among all providers of telecommunications products and services in the state.

WHEREFORE, Applicant respectfully requests that the Commission:

(1) issue a Certificate of Authority authorizing it to engage in the provision of facilities-based and resold local exchange and intrastate, interexchange telecommunications services within the State of South Dakota as described in this Application; and

(2) Grant any other and additional relief that the Commission may deem just and proper.

Respectfully submitted this 14<sup>th</sup> day of November, 2000.

GERRY, FRIEND & SAPRONOV, LLP

Charles A. Hudak/tg  
CHARLES A. HUDAK

Timothy L. Geraghty  
TIMOTHY L. GERAGHTY

Three Ravinia Drive  
Suite 1450  
Atlanta, GA 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

COUNSEL FOR GLOBAL TELELINK SERVICES, INC.

BEFORE THE  
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN RE:


APPLICATION OF GLOBAL TELELINK  
SERVICES, INC. FOR A CERTIFICATE OF  
PUBLIC CONVENIENCE AND NECESSITY  
TO PROVIDE LOCAL EXCHANGE SERVICE  
AND INTRASTATE INTEREXCHANGE  
SERVICES WITHIN THE STATE  
OF SOUTH DAKOTA

DOCKET NO. \_\_\_\_\_

VERIFICATION

The undersigned attests that he has reviewed this filing on behalf of Global Telelink Services, Inc. ("Applicant") in the above-mentioned proceeding; that it appears to be true and correct; and that it is hereby adopted on behalf of Applicant. By this application, and participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the South Dakota Public Utilities Commission may impose subject to South Dakota law as now or hereafter enacted.

GLOBAL TELELINK SERVICES, INC.

  
Robert Smith  
President

This document was signed in my presence  
on the 20th day of October, 2000.

Carol Jean Hawley  
Notary Public

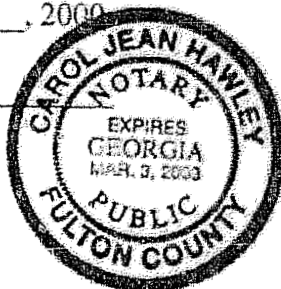


EXHIBIT "A"

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS  
AS A FOREIGN CORPORATION

# State of South Dakota



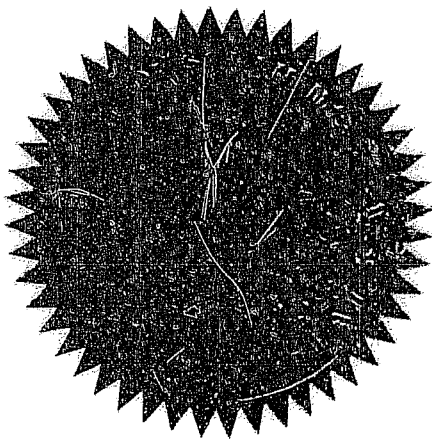
## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **GLOBAL TELELINK SERVICES, INC. D/B/A SOUTH DAKOTA G.T.S., INC. (GA)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this October 11, 2000.



Joyce Hazeltine  
Secretary of State



EXHIBIT "B"

CERTIFICATE OF INCORPORATION, ARTICLES OF INCORPORATION  
AND BY-LAWS

**NEXT**

**DOCUMENT (S)**

**BEST IMAGE**

**POSSIBLE**

Secretary of State  
Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1330

CERTIFICATE NUMBER: 0014042  
EFFECTIVE DATE: 10/01/1998  
COUNTY: ITA  
INCORPORATION: 1998  
FILING DATE: 10/01/1998  
FORM NUMBER: 111

HEMBELL L. BOWDEN  
P. O. BOX 1606  
MACON, GA 312021606

CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation  
Commissioner of the State of Georgia, do hereby certify under the  
seal of my office that

GLOBAL TELEPHONE SERVICES, INC.  
A DOMESTIC PRIVATE CORPORATION

has been duly incorporated under the laws of the State of Georgia  
on the effective date stated above by the filing of articles of  
incorporation in the office of the Secretary of State and by the  
paying of fees as provided by Title 14 of the Official Code of  
Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the  
State of Georgia on the date set forth above.



*Lewis A. Massey*

Lewis A. Massey  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
GLOBAL SECURITY SERVICES, INC.

1.

The name of the corporation shall be GLOBAL TELETYPE SERVICES, INC.

2

The purpose of the corporation shall be to engage in the business of providing information services for wholesale and retail telephone sales, processing demands and international phone calls over the internet, providing a locator system using a global positioning system, and providing other related services.

1

The corporation is hereby authorized to issue 10,000,000 shares with \$1.00 par value.



The registered agent of the corporation will be C. BROWN EDWARDS, JR., 140 Third Street, Macon, Georgia 31201, and the registered office of the corporation will be at the same address.

3

The incorporator is Wendell L. Evers, address P. O. Box 1604, Macon, Georgia 31202.

6

The mailing address of the initial principal office of the corporation will be P. O. Box 171, Emerson, Georgia 30137.

GLOBAL TELELINK SERVICE, INC.



WILLIAM L. BOWDEN, JR.

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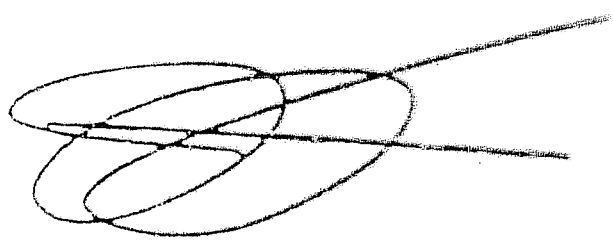
AUTHORIZATION

Mr. James Lawrence - President

GLOBAL TELEPHONE SERVICE, INC.

I, JAMES LAWRENCE, President, WENDELL L. BOWDEN of P. O. BOX 1804, Marietta, Georgia, as secretary for Global Telephone Service, Inc. to sign as secretary and use the name Global Telephone Service, Inc. in the incorporation of said company.

This 23 day of September, 1994.



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BYLAWS OF  
GLOBAL TELELINK SERVICES, INC.

ARTICLE I  
NAME AND PURPOSE OF CORPORATION

This Corporation with the name, GLOBAL TELELINK, INC., is organized pursuant to the provisions of the Georgia Business Corporation Code with the purpose of engaging for profit in the business of engaging in the business of providing long-distance networking services for wholesale and retail telephone sales, processing domestic and international phone calls over the internet, providing a locator system using a global positioning system, and providing meter reading services. The Corporation likewise shall have the authority to buy, sell, trade, encumber, lease, rent, exchange and otherwise acquire, deal with and dispose of real and personal property of every kind, character and description.

ARTICLE II  
REGISTERED OFFICE

The initial registered office of the Corporation as fixed by the Articles of Incorporation is 240 Third Street, Macon, Georgia 31201, and the registered agent at that address is C. BROWN EDWARDS, JR., but said office or said registered agent may be changed from time to time as provided in the Georgia Business Corporation Code.

ARTICLE III  
MEETINGS OF SHAREHOLDERS

**Section One - Time and Place of Meetings.** The annual meeting of the shareholders shall be held at the registered office of the Corporation at 10:00 A.M. on the second Tuesday of the fourth month following the end of the fiscal year of the Corporation or, if such day is a

legal holiday, the next following business day, unless otherwise called by the President or the Board of Directors, but any annual meeting or special meeting may be held at any place either within or without this state and at such time as the same may be called by the President or the Board of Directors.

**Section Two - Notice of Meetings.** Unless waived by shareholders entitled thereto, written notice stating the place, day, and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called shall be delivered not less than ten, nor more than fifty days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Board of Directors, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with first class postage thereon prepaid, addressed to the shareholder at such shareholder's address as it appears on the stock transfer books of the Corporation.

**Section Three - Special Meetings on Request.** Special meetings of the shareholders or a special meeting in lieu of the annual meeting shall be called by the Corporation upon the written request of the holders of not less than twenty-five percent (25%) of the outstanding shares of the Corporation entitled to vote in an election of Directors.

**Section Four - Quorum.** A majority of the shares entitled to vote, represented either in person or by proxy shall constitute a quorum. If a quorum is present, the affirmative vote of the majority of the shares represented at the meeting and entitled to vote on the subject matter shall be the act of the shareholders. When a quorum is once present to organize a meeting, the shareholders present may continue to do business at the meeting or any

adjournment thereof notwithstanding the withdrawal of enough shareholders to leave less than a quorum. The holders of a majority of the voting shares represented at the meeting, whether or not a quorum is present, may adjourn such meeting from time to time.

**Section Five - Stock Record Date.** The record date for determination of the shareholders entitled to vote at any meeting shall be not less than ten, nor more than fifty days prior to any meeting, as fixed by the Board of Directors, but if no other date is fixed, the date on which notice of a meeting is mailed or the date on which a resolution of the Board of Directors declaring a dividend is adopted, as the case may be, shall be the record date for determination of shareholders entitled to vote at such meeting or receive payment of such dividend.

**Section Six - Action Without Meeting.** Any action which could be taken at a meeting of the shareholders may be taken without a meeting if written consent shall be signed by all the shareholders setting forth the action so taken, and such consent shall have the same force and effect as a unanimous vote.

#### **ARTICLE IV** **BOARD OF DIRECTORS**

**Section One - Number of Directors.** The Board of Directors shall consist of two (2) Directors. The number of directors may be increased from time to time by amendment to these bylaws.

**Section Two - Term of Office.** At the first annual meeting of shareholders and at each annual meeting thereafter, the shareholders shall elect directors to hold office until the next succeeding annual meeting, and each director shall hold office for the term for which he is



elected and until his successor shall have been elected and qualified, or until his earlier resignation, removal from office, or death.

**Section Three - Removal of Directors.** At any shareholders meeting with respect to which notice of such purpose has been given, the entire Board of Directors or any individual director may be removed, with or without cause, by the affirmative vote of the holders of the shares entitled to vote at an election of directors.

**Section Four - Vacancies.** Any vacancy may be filled by the affirmative vote of a majority of the remaining directors, though less than a quorum of the Board of Directors, or by the sole remaining director, as the case may be, or, if the vacancy is not so filled, or if no director remains, by the shareholders. Any vacancy to be filled by reason of the removal of a director or directors as herein provided shall be filled by the shareholders or, if authorized by the shareholders, by the remaining director or directors as provided herein.

**Section Five - Meetings of Directors.** Meetings of the Board of Directors may be held at any place within or without the State of Georgia. Regular meetings shall be held at such time and place as may be from time to time determined by resolution of the Board. Special meetings shall be held at any time or place upon written notice by first class mail at least two days before the meeting, but no such notice shall be required as to any director who attends such meeting or who signs a waiver of notice thereof either before or after the meeting. Meetings may be called by the Chairman of the Board, the President of the Corporation, or by any director.

**Section Six - Action Without Meeting.** Any action which could be taken at a meeting of the Directors may be taken without a meeting if written consent shall be signed by all the

directors setting forth the action so taken, and such consent shall have the same force and effect as a unanimous vote.

## ARTICLE V OFFICERS

Section One - Selection. The Board of Directors shall elect or appoint a President, a Secretary and a Treasurer, and may elect or appoint one or more Vice Presidents. Any two or more offices may be held by the same person, except the offices of President and Secretary. Officers shall hold office until their successors have been elected or appointed and qualified or until removed by the Board of Directors.

Section Two - President. The President shall be the chief executive officer of the Corporation, shall preside at all meetings of shareholders and all meetings of directors and shall have general and active management of the business of the Corporation unless the same has been delegated by a management agreement, and shall see that all orders and resolutions of the Board or shareholders are carried into effect. The President, jointly together with any other officer shall execute all certificates of stock, notes, contracts, and other instruments or obligations of the Corporation, and generally shall perform all duties usually incident to such office and such other duties as may be required of him or her by the shareholders or the Board of Directors. The President shall make reports to the shareholders as to the condition of the company at their annual meeting and at such other times as the same may be required. The President shall have the power to hire any necessary employees, with concurrence of the Board of Directors, fix their compensation, discharge employees, make contracts, and generally to

manage, direct, and control the affairs of the Corporation at all times subject to direction by the Board of Directors.

**Section Three - Vice President.** The Vice President shall perform all duties and be vested with all authority of the President in his absence, incapacity, or failure to act, and in addition shall perform such other duties as may be required of him or her from time to time by the Board of Directors or shareholders.

**Section Four - Treasurer.** The Treasurer shall receive and have custody of all monies and securities of the Corporation and shall pay such dividends as may be declared from time to time by the Board of Directors, and shall perform such other duties as may be required of him or her by the shareholders, the Board of Directors, or the President, and such other duties as may usually devolve upon such officer. The Treasurer shall deposit funds to the credit of the Corporation in such bank or banks as the Board of Directors shall designate and shall disburse the same under the direction of the President, the Board of Directors, or the shareholders. The Treasurer shall keep regular books and accounts showing all receipts and disbursements and liabilities which books and accounts shall be open at all times for the inspection of any of the officers, directors or shareholders. At the end of each fiscal year the Treasurer shall submit to the shareholders detailed statements of receipts and disbursements and shall also from time to time at request make reports to the President, Board of Directors, or shareholders as to the financial condition of the Corporation.

**Section Five - Secretary.** The Secretary shall have care and custody of the books and seal of the Corporation, shall give required notices of meetings of shareholders or directors, shall record the proceedings of such meetings, shall affix the seal of the Corporation to all

Instruments requiring the same when authorized by the President and shall execute or attest such instruments as required when authorized by the President and the Board of Directors. The Secretary shall keep such other books and records and perform such other duties as may be assigned to him or her by the President, the Board of Directors, or shareholders.

#### **ARTICLE VI** **DIVIDENDS**

**Section One - Dividends.** The Board of Directors may from time to time declare and the Corporation shall pay dividends in cash or property out of the unreserved and unrestricted earned surplus of the Corporation or out of the unreserved and unrestricted net earnings of the current fiscal year, computed to the date of declaration of the dividend, or the next preceding fiscal year.

#### **ARTICLE VII** **CAPITAL STOCK**

**Section One - Subscription to Shares.** Subscriptions for shares shall be paid in full at such time, or in such installments and at such times as shall be determined by the Board of Directors. The shares in this Corporation have a par value of \$1.00 per share.

**Section Two - Certificates.** No certificate for shares shall be issued until the share or shares represented thereby are fully paid. Each shareholder upon payment in full for his or her shares shall be entitled to a certificate or certificates certifying the number of shares owned by him or her in the Corporation, which certificates shall be signed by the President or a Vice President and the Secretary, or an Assistant Secretary, and may be sealed with the seal of the Corporation or a facsimile thereof.

Section Three - Transfer. Shares shall be transferred only by entry upon the books of the Corporation upon a surrender of the outstanding certificate or certificates therefor, with the assignment thereof duly executed. Each certificate surrendered upon the transfer of shares shall be cancelled and pasted on the margin or stub on the book from which it was taken when issued. The stock transfer book may be closed for a period not to exceed 30 days upon resolution of the Board of Directors for the purpose of determining shareholders entitled to notice of or to vote at any meeting or to receive payment of any dividends, or to make a determination of shareholders for any other proper purpose, but if the books are not so closed, the record date for determination of shareholders shall be as provided in Article III, Section Five of these bylaws. The transfer of certificates may be restricted by contract entered into between the shareholders of the Corporation or between such shareholders and the Corporation.

ARTICLE VIII  
MISCELLANEOUS PROVISIONS AS TO CHECKS,  
DRAFTS, LOANS AND SECURITY THEREFOR

Section One. All checks and drafts shall be signed in such manner as the Board may from time to time determine.

Section Two. The President and Secretary or Treasurer of the Corporation at the occasion may arise, when in their joint judgment deem it is advantageous to the Corporation and in furtherance of any object of the Corporation or its business, may borrow money from any individual, corporation, insurance or banking institution, and may execute such note or other document as necessary or proper to evidence any such loan and may execute such deed, security instrument, or other document as may be necessary or proper to secure the payment of

such loan, may renew such evidence of indebtedness, and security instrument from time to time, and may pledge and assign to any individual, corporation, insurance company or banking institution any property of the Corporation, real or personal, to secure such indebtedness, may substitute other properties in lieu of that so pledged or assigned or conveyed to secure such indebtedness, and may do such other act or acts as may be necessary to properly secure the person or institution from whom such money is borrowed.

**Section Three.** The President and Secretary are authorized to accept warranty deeds, deeds to secure debt, or other security instruments on behalf of the Corporation and in furtherance of any object or purpose of the business of the Corporation.

**Section Four.** All deeds, security instruments, notes, contracts, other agreements to which the Corporation shall be a party, and any other document executed by the Corporation shall be signed by the President, and his or her signature shall be attested by the Secretary or an Assistant Secretary or the Treasurer and the corporate seal shall be affixed. When such document is so executed and the seal is affixed, any third party without knowledge, or reason to know, to the contrary, may rely on such document as being what it purports to be, and as having been duly authorized as the act of the Corporation.

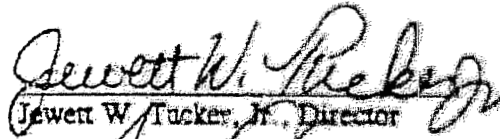
#### **ARTICLE IX** **SEAL**

The corporate seal shall be in the following form:

ARTICLE X  
AMENDMENT

These bylaws may be altered, amended, or repealed and new bylaws adopted by the Board of Directors, but any bylaws adopted by the Board of Directors may be altered, amended or repealed, and new bylaws adopted, by the shareholders. Action by the shareholders with respect to bylaws shall be taken by an affirmative vote of a majority of all shares entitled to elect directors, and action by the directors with respect to bylaws shall be taken by an affirmative vote of a majority of all directors then holding office.

The foregoing bylaws were adopted by the Board of Directors of the Corporation at its organizational meeting held as shown in the minutes to which these bylaws are annexed, in witness of which the undersigned directors have hereunto subscribed their signatures.

  
Jewett W. Tucker, Jr., Director


  
Robert Smith, III, Director

EXHIBIT "C"

SHAREHOLDERS

Jewett W. Tucker  
660 Peachtree Dunwoody Road, Suite 480  
Atlanta, Georgia 30328

Robert M. Smith  
660 Peachtree Dunwoody Road, Suite 480  
Atlanta, Georgia 30328



EXHIBIT "D"

TARIFFS

Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480  
Atlanta, Georgia 30328

South Dakota Public Utilities Commission Tariff No. 1  
Original page 1

TITLE SHEET

LOCAL EXCHANGE SERVICES TARIFF

This Tariff applies to the local, Facilities-Based and Resold Telecommunications Services furnished by Global TeleLink Services, Inc. between one or more points in the State of South Dakota. This Tariff is on file with the South Dakota Public Service Commission and copies may be inspected during normal business hours at Global TeleLink Services, Inc.'s principal place of business located at 6600 Peachtree Dunwoody Road, Building 600, Suite 480, Atlanta, Georgia 30328.

LOCAL EXCHANGE SERVICES TARIFF

Issued:

Effective:

Issued by: Bob Smith, President  
Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480

CHECK LIST

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

<u>Page No.</u>	<u>Revision</u>	<u>Page No.</u>	<u>Revision</u>
1	Original	31	Original
2	Original	32	Original
3	Original	33	Original
4	Original	34	Original
5	Original	35	Original
6	Original	36	Original
7	Original	37	Original
8	Original	38	Original
9	Original	39	Original
10	Original	40	Original
11	Original	41	Original
12	Original	42	Original
13	Original	43	Original
14	Original	44	Original
15	Original	45	Original
16	Original	46	Original
17	Original	47	Original
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#### SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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### TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.  
2.1.1.  
2.1.1.1.  
2.1.1.1.(A).

D. Check Lists - When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list sets forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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SECTION 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 Carrier's location or switching center.

Asymmetrical: High Speed Digital Connection Services in which the data rates to and from the End-User's Premises may differ.

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

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

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

Carrier: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Commission: The South Dakota Public Service Commission, the regulating entity within the State of South Dakota.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment: Terminal equipment provided by the Customer.

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SECTION 1

TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

End Office: The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

GB: Gigabytes, denotes billions of bytes.

GBps: Gigabytes per second, denotes billions of bytes per second.

High Speed Digital Connection Service: Any data service offered by the Company herein or any combination of such services.

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at the Company's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second, denotes thousands of bits per second.

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 refers to the incumbent local telephone company in the area also served by the Company.

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

Month-to-Month: Services ordered by the Customer and provided by the Company with no agreed fixed term of months.

Mbps: Megabits per second, denotes millions of bits per second.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

MOU: Minutes of Use

Node: Any Company or Customer location that is capable of performing Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of  $n \times 51.840$  Mbps. OC-3 = 155.52 Mbps. OC-12 = 622 Mbps.

Port: An equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

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

Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2     RULES AND REGULATIONS

2.1.     Application of Tariff

- 2.1.1.     This tariff sets forth intrastate rates and rules applicable to the provision by Global TeleLink Services, Inc. ("Global" or "Company") of facilities-based, local voice and high speed data transmission services and resold voice and data services within the State of South Dakota. Global's services are furnished subject of the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2.     The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 2.1.3.     Some of Global's services are provided through the company's own facilities, as well as those leased from the incumbent local exchange carrier.
- 2.1.4.     The rates and regulations contained in this Tariff apply only to the services furnished by Global and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.5.     The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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2.2. Use of Services

- 2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of Carrier's services 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.
- 2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Application for Services

- 2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by Company.
- 2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.
- 2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

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2.4. Assignment or Transfer

- 2.4.1. All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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2.5. Contracts

- 2.5.1. Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. (See also Rate Schedule and Section 2.12.) The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. The Company shall make available any ICB to the Commission upon request.

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2.6. Deposits

- 2.6.1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- 2.6.2. A deposit may not exceed the actual or estimated rates and charges for the service for a two and one-half months estimated bill. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.
- 2.6.3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.6.4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at a rate specified by the Commission.
- 2.6.5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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2.7. Notices

- 2.7.1. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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2.8. Billing and Payment

- 2.8.1. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer disc, or 5) via electronic transmission. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 2.8.2. The Company shall bill for all services rendered in compliance with any applicable statute, rule or regulation.
- 2.8.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month. The late factor will be applied for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company.
- 2.8.4. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes shall be separately stated on the Customer's invoice.

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2.9. Disputed Bills

- 2.9.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.9.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the South Dakota Public Utilities Commission, Capitol Building, 1<sup>st</sup> Floor, Pierre, South Dakota 57501.
- 2.9.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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2.10. Discontinuance and Restoration of Service

2.10.1. Carrier may discontinue service without notice for any of the following reasons:

2.10.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2.10.1.2. If a Customer or User uses Carrier's services in a manner to violate the law.

2.10.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur in twenty-nine (29) days with reasons specified, followed by another written notice of termination via first class mail, five (5) days prior to discontinuation, the Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.3. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.10.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.10.5. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law: the Company may immediately discontinue or suspend service under this tariff without incurring any liability.
- 2.10.7. Upon the Company's discontinuance of service to the Customer as provided herein, 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 under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.
- 2.10.9. Without incurring liability, Carrier 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 Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.10.10. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

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2.11. Information to be Provided to the Public

- 2.11.1. The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.
- 2.11.2. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

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2.12. Term Agreements

- 2.12.1. The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

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2.13. Service Connections and Equipment on Customer's Premises

- 2.13.1. The Customer or Authorized User shall allow the Company continuous access and right of way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.13.2. The Company undertakes to use reasonable efforts to make available services to a Customer on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.13.3. The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.13.4. Title to all components of the service provided by the Company, including equipment on Customer's Premise or End-User's Premise, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.13.5. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2.13. Service Connections and Equipment on Customer's Premises (cont'd)

- 2.13.6. The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.13.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.13.8. The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefore. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

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- 2.13.9. The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:
- 2.13.9.1 Upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- 2.13.9.2 for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

- 2.13.10. The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- 2.13.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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2.14. Limitation of Service and Equipment

- 2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.14.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.14.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.14.4. The Company reserves the right to discontinue service (See Section 2.13), limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.14.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, 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.

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2.15. Prohibited Uses

- 2.15.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.15.2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.15.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.16. Non-Routine Installation

- 2.16.1. At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

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2.17. Obligations of the Customer

The Customer shall be responsible for:

- 2.17.1. The payment of all applicable charges as set forth in this tariff.
- 2.17.2. Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.17.3. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;
- 2.17.4. Obtaining, maintaining, and otherwise having full responsibility for rights-of way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.
- 2.17.5. 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 services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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2.17. Obligations of the Customer (cont'd)

- 2.17.6. 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 services and equipment in any Customer or End-User Premise or the rights-of way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company.
- 2.17.7. Making Company services 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.
- 2.17.8. Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.17.9. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.10. The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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2.18. Liability of the Company

- 2.18.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.18.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.18.3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

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2.18. Liability of the Company (cont'd)

- 2.18.4. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.18.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.18.6. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.18.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.18.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.18.9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of way approvals and delays in actual construction work.
- 2.18.10. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.18.11. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.18.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

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2.18. Liability of the Company (cont'd)

- 2.18.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.18.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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2.19. Promotions

- 2.19.1. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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2.20. Maintenance and Testing

- 2.20.1. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.20.2. 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

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2.21. Taxes and Surcharges

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer is responsible for the payment of any applicable sales, use, excise, access or other local, state, and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based on the provision, sale, or use of the Company's service.

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2.22. Directory Listing Service

- 2.22.1. The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 2.22.2. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 2.22.3. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 2.22.4. In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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2.23. 911 Emergency Service ("911 Service")

- 2.23.1. 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 2.23.2. The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 2.23.3. Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new street, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 2.23.4. By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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SECTION 3: DESCRIPTION OF SERVICES

3.1. Description of Data Services

- 3.1.1. The Company provides digital connections at a variety of speeds between customer-designated premises and the Company's statistically multiplexed network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week, non-dial-up basis. Service may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment, provided that any such ICB shall be made available for inspection by the Commission upon request.
- 3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.
- 3.1.3. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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### 3.2. Description of Rates and Charges for Data Services

- 3.2.1. The Company offers rates on a "month to month" basis, and on a Term Agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.
- 3.2.2. Pricing is structured in two components: a one-time charge for hardware and installation and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms. (Note: "NA" indicates service is not available on that basis.)

<u>Speed</u>	<u>Type</u>	<u>One-Time Charges</u>	<u>Recurring Monthly Service for Month-to- Month</u>	<u>Recurring Monthly Service for Contract</u>
384 Kbps	Symmetrical	\$ 1000	NA	\$300
512 Kbps	Symmetrical	\$ 1000	NA	\$360
768 Kbps	Symmetrical	\$ 1000	NA	\$430
1.024 Mbps	Symmetrical	\$ 1000	NA	\$500
3 84 Kbps- 7.0 Mbps	Asymmetrical	\$ 1700	\$ 360 + \$ 10 per GB capped at \$900	NA
DS -1	NA	\$ 1500	\$500, plus \$50 per mile	NA
DS-3	NA	\$3,000	\$4,000, plus \$100 per mile	NA

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3.3. Description of Local Exchange Voice Service

3.3.1. Local Calling Areas

Geographically defined Local Calling Areas are associated with each Home Exchange in which the Carrier's services are furnished. The Exchange boundaries are the same as those defined in the tariffs of the incumbent local exchange carrier.

3.3.2. Local Exchange Services

Local Exchange Service (LES) is made available by reselling local calling services and optional line features that are provided by authorized Local Exchange Carriers. LES provides the Customer with the ability to originate and receive calls to/from all other stations on the public switched telecommunications network. Monthly Recurring and Nonrecurring Charges will be imposed as specified below. Monthly Recurring Charges will be applied in advance.

LES is available to both residential and single and multi-line business Customers and is furnished subject to the availability of the Local Exchange Carrier's facilities.

3.4. Description of Line Rates and Charges for Local Exchange Voice Service

Customers will be charged applicable recurring and nonrecurring charges as specified below.

3.4.1. Local Access Line

Monthly recurring charge, per individual line, for touch-tone service:

<u>Residence</u>	<u>Business</u>
\$20.45	\$49.40

3.4.2. Nonrecurring Service Installation Charges

3.4.2.1. Conversion Charge

This charge is applied to existing Local Exchange Carrier lines converted to the Carrier's Service.

Per Line: \$5.00

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3.4.2.2. New Line Installation Charge

This charge is applied to initial new line installations on each order for service. A separate charge will be applied to each new line installed as part of the same order for service.

Initial Installation, per line (establishing service or moving to another premises - NRC)

	<u>Residence</u>	<u>Business</u>
	\$42.50	\$58.25
Initial Installation, per line		(other charges - NRC)
	<u>Residence</u>	<u>Business</u>
	\$16.75	\$30.00

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3.4.3. Optional Line Features

An LES Customer may order the following option line features at the Monthly Recurring Charge specified below. Nonrecurring installation charges will be applied to all orders for optional services submitted subsequent to initial LES service installation.

Optional Features, per month:

	<u>Residence</u>	<u>Business</u>
a) Three Way Conference Calling:	\$4.50	\$4.50
b) Call Forwarding Variable:	\$4.00	\$3.00
c) Call Forwarding -- Don't Answer:	\$1.00	\$3.50
d) Call Forwarding - Busy:	\$1.00	\$3.50
e) Call Forwarding Remote Access:	\$5.25	\$8.95
f) Speed Dialing:	\$2.50	\$3.50
g) Expanded Speed Dialing:	\$3.00	\$5.50
h) Call Waiting:	\$4.50	\$5.95
i) Call ID:		
Number Only:	\$7.00	\$9.50
With Name:	\$7.50	\$9.95

Per Activation Features

There are no connection charges associated with the following features:

	<u>Residence</u>	<u>Business</u>
a) Call Return		
Monthly:	\$4.50	\$4.95
Per Activation Charge:	\$0.75	\$0.75
b) Call Trace	\$4.00	\$4.95
b) Continuous Redial		
Monthly:	\$3.75	\$4.50
Per Activation Charge:	\$0.75	\$0.75

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3.4.4. Directory Listings

a)	Non-published Telephone Number	\$2.75
b)	Non-Directory Listed Number	\$1.50
c)	Initial White Pages Listing	\$-0-
d)	Additional White Pages Listing	\$1.20

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3.4.5. Prescribed Interexchange Carrier Charge

Customers may presubscribe LES local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line                      \$5.00

3.4.6. Timing of Messages

3.4.6.1. Chargeable time begins when connection is established between the calling station and the called station.

3.4.6.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.4.6.3. Chargeable time does not include time lost because of faults or defects in the connection.

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3.7. Directory Assistance

Access to directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intraLATA directory assistance call and \$0.85 for each interLATA directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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3.8. Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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TITLE SHEET

Interexchange Facilities-Based and Resold Telecommunications Services

This Tariff applies to the intrastate, interLATA, Facilities-Based and Resold Telecommunications Services furnished by Global Telelink Services, Inc. between one or more points in 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 Global TeleLink Services, Inc.'s principal place of business located at 6600 Peachtree Dunwoody Road, Building 600, Suite 480, Atlanta, Georgia 30328.

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Effective:

CHECK LIST

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

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Building 600, Suite 480  
Atlanta, Georgia 30328

Effective:

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### SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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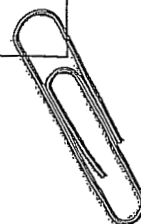
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### TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.  
2.1.1.  
2.1.1.1.  
2.1.1.1(A).

D. Check Lists - When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list sets forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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## SECTION 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 Carrier's location or switching center.

Asymmetrical: High Speed Digital Connection Services in which the data rates to and from the End-User's Premises may differ.

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

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

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

Carrier: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment: Terminal equipment provided by the Customer.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Commission: The South Dakota Public Service Commission, the regulating entity within the State of South Dakota.

End Office: The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

GB: Gigabytes, denotes billions of bytes.

GBps: Gigabytes per second, denotes billions of bytes per second.

High Speed Digital Connection Service: Any data service offered by the Company herein or any combination of such services.

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at the Company's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second, denotes thousands of bits per second.

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 refers to the incumbent local telephone company in the area also served by the Company.

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

Month-to-Month: Services ordered by the Customer and provided by the Company with no agreed fixed term of months.

Mbps: Megabits per second, denotes millions of bits per second.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Message Toll Service: A service that provided facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU: Minutes of Use

Node: Any Company or Customer location that is capable of performing Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of  $n \times 51.840$  Mbps. OC-3 = 155.52 Mbps, OC-12 = 622 Mbps.

Port: An equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

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

Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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## SECTION 2 RULES AND REGULATIONS

### 2.1. Application of Tariff

- 2.1.1. This tariff sets forth intrastate rates and rules applicable to the provision by Global TeleLink Services, Inc. ("Global" or "Company") of facilities-based, intrastate, interexchange voice and high speed data transmission services and resold voice and data services within the State of South Dakota. Global's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 2.1.3. Some of Global's data services are provided through the company's own facilities, as well as those leased from the incumbent local exchange carrier. Global's voice services will involve the resale of the Message Toll Services (MTS) of underlying common carriers.
- 2.1.4. The rates and regulations contained in this Tariff apply only to the services furnished by Global and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.5. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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2.2. Use of Services

- 2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of Carrier's services 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.
- 2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Application for Services

- 2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by Company.
- 2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.
- 2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

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2.4. Assignment or Transfer

- 2.4.1. All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

2.5. Contracts

- 2.5.1. Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. (See also Rate Schedule and Section 2.12.) The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

2.6. Deposits

- 2.6.1. The Company may, in order to safeguard its interests, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- 2.6.2. A deposit may not exceed the actual or estimated rates and charges for the service for a two-month period. The fact that a deposit has been made in no way relieves the Customer from complying with the Company's requirement as to the prompt payment of bills.

2.6. Deposits (cont'd)

- 2.6.3. At such time as the provision of the service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded. After the Customer has established a one year prompt payment record, such a deposit will be refunded or credited to the Customer account at any time prior to the termination of the provision of the service to the Customer.
- 2.6.4. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company. Deposits held will accrue interest at a rate specified by the Commission or at the rate of three (3) per annum if the Commission has not specified a rate.
- 2.6.5. If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

2.7. Notices

- 2.7.1. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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2.8. Billing and Payment

- 2.8.1. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in: 1) a paper format, 2) a paper format bill summary with a magnetic tape to provide the detailed information of the bill, 3) magnetic tape only, 4) computer disc, or 5) via electronic transmission. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 2.8.2. The Company shall bill for all services rendered within 180 days of the dates during which service is used.
- 2.8.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month. The late factor will be applied for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company.
- 2.8.4. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes shall be separately stated on the Customer's invoice.

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2.9. Disputed Bills

- 2.9.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 120 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.9.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the South Dakota Public Utilities Commission.
- 2.9.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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2.10. Discontinuance and Restoration of Service

2.10.1. Carrier may discontinue service without notice for any of the following reasons:

2.10.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2.10.1.2. If a Customer or User uses Carrier's services in a manner to violate the law.

2.10.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur in fifteen (15) days with reasons specified, followed by another written notice of termination via first class mail, five (5) days prior to discontinuation, the Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.3. For Returned Checks: The Customer whose check or draft is returned unpaid or any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.10.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.10.5. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: the Company may immediately discontinue or suspend service under this tariff without incurring any liability.
- 2.10.7. Upon the Company's discontinuance of service to the Customer as provided herein, 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 under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected and Customer pays a deposit at the Company's discretion. Nonrecurring charges apply to restored services.
- 2.10.9. Without incurring liability, Carrier 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 Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.10.10. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

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2.11. Information to be Provided to the Public

- 2.11.1. The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.
- 2.11.2. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.12. Term Agreements

- 2.12.1. The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge may apply to early termination of a Term Agreement.

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2.13. Service Connections and Equipment on Customer's Premises

- 2.13.1. The Customer or Authorized User shall allow the Company continuous access and right of way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.13.2. The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.13.3. The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.13.4. Title to all components of the service provided by the Company, including equipment on Customer's Premise or End-User's Premise, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.13.5. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2.13. Service Connections and Equipment on Customer's Premises (cont'd)

- 2.13.6. The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.13.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.13.8. The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

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- 2.13.9. The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

2.13.9.1. Upon termination, interruption or suspension of the service in connection with which the equipment was used; and

2.13.9.2. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

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

- 2.13.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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2.14. Limitation of Service and Equipment

- 2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.14.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.14.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.14.4. The Company reserves the right to discontinue service (See Section 2.13), limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.14.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, 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.

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Effective:

2.15. Prohibited Uses

- 2.15.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.15.2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.15.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.16. Non-Routine Installation

- 2.16.1. At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

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2.17. Obligations of the Customer

The Customer shall be responsible for:

2.17.1. The payment of all applicable charges as set forth in this tariff.

Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.17.2. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;

2.17.3. Obtaining, maintaining, and otherwise having full responsibility for rights-of way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.

2.17.4. 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 services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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2.17. Obligations of the Customer (cont'd)

- 2.17.5. 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 services and equipment in any Customer or End-User Premise or the rights-of-way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company.
- 2.17.6. Making Company services 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.
- 2.17.7. Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.17.8. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.9. The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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2.18. Liability of the Company

- 2.18.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- 2.18.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.18.3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.18.4. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- 2.18.5. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.18.6. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.

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2.18. Liability of the Company (cont'd)

- 2.18.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.18.8. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.18.9. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of way approvals and delays in actual construction work.
- 2.18.10. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.18.11. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.18.12. The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1 " or to any other person who may be affected by the dialing of the digits "9-1-1 ".
- 2.18.13. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.18. Liability of the Company (cont'd)

- 2.18.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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2.19. Promotions

- 2.19.1. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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2.20. Maintenance and Testing

- 2.20.1. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.20.2. 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

2.21. Taxes and Surcharges

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer is responsible for the payment of any applicable sales, use, excise, access or other local, state, and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based on the provision, sale, or use of the Company's service.

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SECTION 3. DESCRIPTION OF SERVICES

3.1. Description of Data Services

- 3.1.1. The Company provides digital connections at a variety of speeds between customer-designated premises and the Company's statistically multiplexed network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week, non-dial-up basis. Service may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment.
- 3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.
- 3.1.3. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be Fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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3.2. Description of Rates and Charges for Data Services

- 3.2.1. The Company offers rates on a "month to month" basis, and on a Term Agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.
- 3.2.2. Pricing is structured in two components: a one-time charge for hardware and installation and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms. (Note: "NA" indicates service is not available on that basis.)

<u>Speed</u>	<u>Type</u>	<u>One-Time Charges</u>	<u>Recurring Monthly Service for Month-to- Month</u>	<u>Recurring Monthly Service for Contract</u>
384 Kbps	Symmetrical	\$ 1000	NA	\$300
512 Kbps	Symmetrical	\$ 1000	NA	\$360
768 Kbps	Symmetrical	\$ 1000	NA	\$430
1.024 Mbps	Symmetrical	\$ 1000	NA	\$500
3.84 Kbps- 7.0 Mbps	Asymmetrical	\$ 1700	\$ 3.60 + \$ 10 per GB capped at \$900	NA
DS-1	NA	\$ 1500	\$500, plus \$50 per mile	NA
DS-3	NA	\$3,000	\$4,000, plus \$100 per mile	NA

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3.3. Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of South Dakota.

3.4. Description of Rates and Charges for Message Toll Service

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

3.4.1. The following rates apply on a per minute basis to all direct dialed calls:

<u>DAY</u>			<u>EVENING</u>		<u>NIGHT/ WEEKEND</u>	
<u>RATE</u>	<u>INITIAL</u>	<u>EACH</u>	<u>INITIAL</u>	<u>EACH</u>	<u>INITIAL</u>	<u>EACH</u>
<u>MILEAGE</u>	<u>PERIOD</u>	<u>ADD'L</u>	<u>PERIOD</u>	<u>ADD'L</u>	<u>PERIOD</u>	<u>ADD'L</u>
		<u>MINUTE</u>		<u>PERIOD</u>		<u>PERIOD</u>
0 - 16	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17-+	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000

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3.4.2. Timing of Messages

- 3.4.2.1. Chargeable time begins when connection is established between the calling station and the called station.
- 3.4.2.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 3.4.2.3. Chargeable time does not include time lost because of faults or defects in the connection.

3.5. Directory Assistance

Access to directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intraLATA directory assistance call and \$0.85 for each interLATA directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

3.6. Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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EXHIBIT "E"

BIOGRAPHICAL INFORMATION  
REGARDING MANAGEMENT OF GLOBAL TELELINK SERVICES, INC.

## **Robert M. Smith**

As President of Global TeleLink Services, Inc. ("GTS"), Mr. Smith has the technical and managerial experience to ensure the Company's success. After graduating with an Associate degree from Columbia College in 1968, Mr. Smith developed expertise in creating and installing software programs for the commercial banking industry, and eventually formed his own company. Following the sale of this Company, Mr. Smith gained further business experience when he formed High Technology Liquidators, which manufactured and sold micro computers to TV and catalog resellers such as the Home Shopping, Danmark, Fingerhut and Convenience Value Networks. Utilizing the technical, managerial and business experience he had gained through his prior work experiences, Mr. Smith began writing software applications for the prepaid phone industry, and subsequently assisted in the formation of the GTS.

## **Jewett Tucker**

As Vice President of GTS, Mr. Tucker contributes over twenty (20) years of business and managerial experience to GTS. As Founder and President of Southeast Timberland Inc. ("SET"), Mr. Tucker developed and maintained a successful timber and natural resources business with operations throughout the United States. Mr. Tucker assisted in the formation of GTS in 1998, and since that time has managed the financial operations of GTS and assisted in the development of new products and services. Mr. Tucker's extensive business and management background will provide GTS with valuable assistance in all aspects of its business operations.

Mr. Tucker received his B.A. in Advertising and Public Relations from the University of Georgia.

## **Robert Needham**

As GTS's Chief Technology Officer, Mr. Needham contributes significant technical and managerial experience to GTS. After serving fifteen (15) years as Vice President of Operations and Finance for several major banks and savings and loans institutions, Mr. Needham focused his efforts on facilitating the growth and use of computers in the business industry. Over the past decade, he has installed and configured some of the largest and most complicated network systems in the world for companies like ABB, Mid Ohio Tool and Design, Pacific Gas and Electric and Intel. In addition, he has held major project responsibilities for companies such as Compaq, Freuhaut, Boise Cascade, Harris Broadcasting, Cabletron, CNN and others.

Mr. Needham's unique and heavily detailed background in systems, networking, project engineering, network communications, backbone architecture, firewall systems and telecommunications will provide GTS with assistance in many areas as it commences its operations.

## **Todd Burt**

As Director of Research and Development, Mr. Burt brings over twenty-five (25) years of telecommunications experience to GTS. After attending Virginia Polytechnic Institute in Blacksburg, VA., Mr. Burt spent ten (10) years designing, building and installing custom telephony circuits for the burgeoning interconnect industry. In 1983, he served as Operations Manager for Ericsson, where he managed a team of nine (9) individuals providing telecommunications services throughout New York, New Jersey, and Connecticut. Following his employment with Ericsson, he joined NEC, and assisted in the development of a curriculum designed for technicians installing the NEC telephony product. After NEC, Mr. Burt was employed by Sprint for six (6) years, and then accepted a position with Executone as its Southeast Regional Product Manager. Prior to joining GTS, Mr. Burt served as the Southeast District Sales Manager for Natural MicroSystems, where he developed OEM relationships with manufacturers of various telecommunications products.

## **Robert A. Fisak**

Mr. Fisak's international experiences in conjunction with the business experience he has gained from the formation of his own consulting firm will add a global perspective to the business operations of GTS, where he currently serves as Vice President of Operations. Following his service as Captain in the U.S. Army, Mr. Fisak served as a special agent for the Federal Reserve System, where he directed various security operations both domestically and internationally. In addition, he served as a member of the Secret Service for twenty (20) years, where his responsibilities included threat assessment, threat suppression and special investigations under the leadership of Presidents Ford, Carter, Reagan, Bush and Clinton.

Retiring from the Secret Service in 1996, Mr. Fisak founded The Hunter Group, Inc. in Atlanta, Georgia, a security consulting firm that provides investigative support to the legal, accounting, financial and business communities.

Mr. Fisak received his B.A. in Economics from the University of Maryland and participated in the Masters of Criminal Justice Program at George Washington University.

EXHIBIT "F"

FINANCIAL STATEMENTS

Applicant will submit its financial statements to the Commission under trade secret protection.

# CONTINUATION

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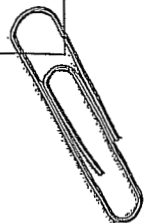
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South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of November 9, 2000 through November 15, 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**

**CT00-108** In the Matter of the Complaint filed by Vern L. Douville, Chamberlain, South Dakota, against America's Tele-Network Corp. Regarding Unauthorized Switching of Services.

Complainant alleges that his long distance carrier was switched in May or June, 2000, without his permission. He requested reimbursement for all of the America's Tele-Network long distance charges, the \$5.00 switching fee and the maximum penalty of \$1000.00.

Staff Analyst: Charlene Lund

Staff Attorney: Kelly Frazier

Date Docketed: 11/13/00

Intervention Deadline: N/A

**ELECTRIC**

**EL00-033** In the Matter of the Petition of Xcel Energy, Inc. for a Statement to the Securities and Exchange Commission Regarding Investment in Foreign Utilities.

Xcel Energy, Inc. has filed a petition with for the Public Utilities Commission to certify to the SEC that: (1) the SDPUC has the authority and resources to protect the ratepayers subject to its jurisdiction; (2) the SDPUC intends to exercise its authority; and (3) the SDPUC does not object to the SEC's granting of authority to Xcel Energy Inc. to invest in exempt wholesale generators (EWGs) and foreign utility corporate organizations (FUCOs) in an amount up to 100% of its consolidated retained earnings.

Staff Analyst: David Jacobson

Staff Attorney: Kelly Frazier

Date Docketed: 11/15/00

Intervention Deadline: 12/01/00

**TELECOMMUNICATIONS**

**TC00-183** In the Matter of the Filing by Qwest Corporation for Approval of its Cost Recovery True-Up for Dialing Parity Implementation.

Qwest Corporation filed a confidential True-Up Study supporting the implementation of a revised Equal Access and Network Reconfiguration Recovery Charge (EANRC) to the Switched Access Tariff. "The EANRC price will change from \$0.001108 to \$0.000874. The decrease in price is due

to an increase in demand from what was originally forecasted. Qwest [Corporate] requests approval of these revisions on January 1, 2001."

Staff Analyst: Harlan Best

Staff Attorney: Karen Cremer

Date Docketed: 11/13/00

Intervention Deadline: 12/01/00

**TC00-184      In the Matter of the Application of Global TeleLink Services, Inc. for a  
Certificate of Authority to Provide Interexchange Telecommunications  
Services and Local Exchange Services in South Dakota.**

Global TeleLink Services, Inc. (Global) is seeking a Certificate of Authority to provide local exchange and intrastate interexchange service in South Dakota. Global intends to provide a wide variety of traditional local voice and data telecommunications services to consumers and other telecommunications carriers in South Dakota. These services may include single and multi-line residential and business services, CENTREX, high-capacity private line, ISDN, single subscriber line, frame relay services, directory listing, and optional CLASS service features.

Staff Analyst: Heather Forney

Staff Attorney: Kelly Frazier

Date Docketed: 11/15/00

Intervention Deadline: 12/01/00

You may receive this listing and other PUC publications via our website or via internet e-mail.  
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>.

Richard D. Coit  
Executive Director  
richcoit@sditc.org  
http://www.sditc.org

December 1, 2000

William Bullard  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Re: SD-PUC Docket TC 00-184 In the Matter of the Application of Global Telelink Services, Inc. for a Certificate of Authority to Provide Local Exchange Service and Intrastate Interexchange Services within the State of South Dakota

Dear Bill:

Enclosed for filing in the above referenced matter are the original and ten (10) copies of an SDITC Petition to Intervene.

Please distribute these as needed to Commissioners and Staff.

Thank you for your assistance.

Sincerely,



Richard D. Coit,  
Executive Director  
and General Counsel

RECEIVED

DEC 11 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION



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

**IN THE MATTER OF THE APPLICATION  
OF GLOBAL TELELINK SERVICES, INC.  
FOR A CERTIFICATE OF AUTHORITY TO  
PROVIDE LOCAL EXCHANGE SERVICE AND  
INTRASTATE INTEREXCHANGE SERVICES  
WITHIN THE STATE OF SOUTH DAKOTA**

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**DOCKET TC00-184**

**RECEIVED**

**DEC 11 2000**

**SDITC Petition to Intervene**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

The South Dakota Independent Telephone Coalition ("SDITC") hereby petitions the Commission for intervention in the above captioned proceeding pursuant to SDCL 1-26-17.1 and ARSD §§ 20:10:01:15.02, 20:10:01:15.03 and 20:10:01:15.05. In support hereof, SDITC states as follows:

1. SDITC is an incorporated organization representing the interests of numerous cooperative, independent and municipal telephone companies operating throughout the State of South Dakota.

2. As expressly noted in the Bylaws of SDITC, duly adopted by the Coalition, "one of the primary purposes for the formation and existence of the South Dakota Independent Telephone Coalition is representation by the Coalition before the South Dakota Public Utilities Commission." The member companies of SDITC have delegated to the SDITC Board of Directors and its President the authority to intervene on their behalf in PUC proceedings that will or might potentially impact their common interests.

3. On November 15, 2000, Global TeleLink Services, Inc. ("Global TeleLink") filed an application with the Commission for a "Certificate of Authority to provide "Local Exchange Service and Intrastate Interexchange Services" within the State of South Dakota.

4. Under the application filed, Global TeleLink is seeking a statewide certification. Paragraph 7 of the application states that "Applicant proposes to serve the entire State of South Dakota to the fullest extent permitted by the laws of the State of South Dakota and the orders, rules and regulations of the Commission." In light of this request, Global TeleLink does not include with its application a service area map in accordance with the requirement set forth in ARSD § 20:10:32:03(8). No indication is given in the application whether Global TeleLink has

complied with the provisions of SDCL § 49-31-70 and ARSD § 20:10:32:04 which require that notice of the application for a certificate of authority be provided to other telecommunications service providers already holding certificates of authority to provide local exchange services in South Dakota.

5. All of the SDITC member companies operate as "rural telephone companies" for purposes of the Federal Telecommunications Act of 1996 and also the state laws enacted in 1998 addressing local exchange competition (SDCL §§ 39-31-69, et. seq.).

6. Because the application filed by Global TeleLink seeks a statewide certificate of authority for local exchange services and because of the rural safeguard issues, clearly all of the SDITC member local exchange carriers ("LECs") have an interest in and stand to be impacted by this proceeding. SDITC seeks intervention in this proceeding based on the individual interests of each of its member LECs and based on their common interest to ensure that the rural safeguard provisions contained in the state statutes and within the Commission's administrative rules are properly applied. With respect to the application for a certificate of authority filed by Global TeleLink, SDITC has some concerns.

7. First, SDITC believes the application, insofar as it relates to certification for local exchange service is deficient for failing to provide all of the information required by ARSD § 20:10:32:03. More specifically, SDITC believes that more information is needed to comply with ARSD § 20:10:32:03, subsections 7(b), (8), (9), (10), (11), (12), (15) and (16). The application, as filed, provides either none or only general information regarding these items and should either be supplemented or viewed as incomplete and rejected by the Commission pursuant to ARSD § 20:10:32:06.

8. SDITC is also concerned because Global TeleLink has not indicated that it would comply with the additional service obligations imposed on local service providers in rural service areas pursuant to SDCL § 49-31-73 and ARSD §§ 20:10:32:15 thru 20:10:32:17. Before granting Global TeleLink a certificate of authority to provide any local exchange services, this Commission must insist on compliance with these additional service obligations in rural service areas or, in the alternative, Global TeleLink must follow the waiver process prescribed under both the state statute and in the Commission rules. This waiver process requires a finding by the Commission that the waiver would not "adversely impact universal service, that quality of services would be continued, and that it would otherwise be in the public interest." SDCL § 49-

31-73. Under Section 20:10:32:18 of the Commission's administrative rules, Global TeleLink, as the applicant company, has the burden to prove that granting it a waiver of the ETC service obligations would be consistent with these standards.

9. Based on all of the foregoing, SDITC alleges that it is an interested party in this matter and would seek intervening party status.

Dated this 16<sup>th</sup> day of December, 2000.

Respectfully submitted:

THE SOUTH DAKOTA INDEPENDENT  
TELEPHONE COALITION

By: 

Richard D. Coit  
Executive Director and General Counsel



# CERTIFICATE OF SERVICE

I hereby certify that an original and ten (10) copies of the foregoing document were hand-delivered on the 1st day of December, 2000 to:

William Bullard  
Executive Director  
South Dakota Public Utilities Commission  
500 East Capitol Avenue  
Pierre, SD 57501

Copies were sent by First Class Mail via U.S. Postal Service to:

Charles A. Hudak  
Timothy L. Geraghty  
Attorneys for Global Telelink Services, Inc.  
Gerry, Friend & Saponov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, GA 30346-2131

Dated this 1st day of December, 2000.



Richard D. Coit, Executive Director  
South Dakota Independent Telephone Council  
Post Office Box 57  
320 East Capitol Avenue  
Pierre, South Dakota 57501-0057

ORIGINAL

GERRY. FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2117

(770) 390-9500

FACSIMILE (770) 395-0000

EMAIL: gfslaw@gfslaw.com

RECEIVED

December 13, 2000

DEC 14 2000

VIA OVERNIGHT MAIL

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

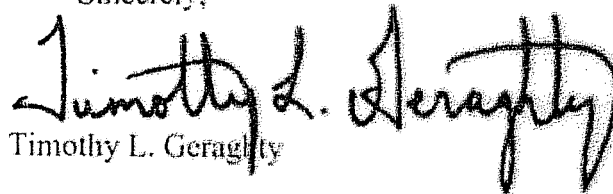
Re: Amended Application of Global TeleLink Services, Inc. d/b/a South Dakota GTS  
("Applicant") for a Certificate of Authority to Provide Local Exchange and Intrastate  
Interexchange Telecommunications Services as a Competitive Telecommunications  
Service Provider Within the State of South Dakota (the "Amended Application"). SD  
PUC Docket TC00-184

Dear Sir or Madam:

Enclosed are the original and eleven (11) copies of the Amended Application. Please file the Amended Application in your usual fashion and return one (1) file-stamped copy to us in the enclosed envelope. In addition, attached at Exhibit "B" of the Amended Application are Applicant's Financial Statements. Applicant requests that the Financial Statements, which are sealed in an envelope and labeled "CONFIDENTIAL", be treated as trade secret information.

If you have any questions or comments, please call the undersigned.

Sincerely,

  
Timothy L. Geraghty

TLG/nb  
Enc.

cc: Global TeleLink Services, Inc.  
(with enclosure)  
Charles A. Hudak, Esq.  
(without enclosure)

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

IN RE:	)	
	)	
APPLICATION OF GLOBAL TELELINK	)	
SERVICES, INC. D/B/A SOUTH DAKOTA	)	
GTS FOR A CERTIFICATE OF	)	
AUTHORITY TO PROVIDE LOCAL	)	DOCKET NO. TC99-184
EXCHANGE SERVICE AND	)	
INTRASTATE INTEREXCHANGE	)	
SERVICES WITHIN THE STATE	)	
OF SOUTH DAKOTA	)	

**AMENDED APPLICATION OF GLOBAL TELELINK SERVICES, INC.**

**COMES NOW** Global TeleLink Services, Inc. d/b/a South Dakota GTS (the "Applicant"), a Georgia corporation, and hereby files with the South Dakota Public Utilities Commission (the "Commission"), pursuant to the laws of the State of South Dakota and to the Commission's Rules and Regulations, an Amended Application for a Certificate of Authority to provide facilities-based and resold local exchange and intrastate, interexchange services within the State of South Dakota. In compliance with the Commission's Rules and Regulations, the following information is provided:

**I. DESCRIPTION OF THE APPLICANT**

1. **Applicant's Name and Address.** Applicant's correct name and physical and email addresses are:

Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480  
Atlanta, Georgia 30328  
Tel: (678) 731-0903  
Fax: (678) 731-0053  
Email: gts@gtsgateway.com

2. **Applicant's Corporate Officers and Directors.** A list of Applicant's corporate officers and directors and their addresses is attached hereto at Exhibit "A".

3. **Applicant's Name in South Dakota.** Applicant will provide its services in South Dakota under the name South Dakota GTS.

4. **Applicant's Corporate Information and Structure.**

- (a) Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480  
Atlanta, Georgia 30328  
Tel: (678) 731-0903  
Fax: (678) 731-0053  
Email: [gts@gtsgateway.com](mailto:gts@gtsgateway.com)

Applicant's registered agent in the State of South Dakota is:

CT Corporation System  
319 South Coteau Street  
Pierre, South Dakota 57501

- (b) A list of Applicant's shareholders owning twenty percent (20%) or more ownership or management interest was attached at Exhibit "C" of the Application, which was filed with the Commission on November 15, 2000 (the "Application").

- (c) Applicant was incorporated under the laws of the State of Georgia on October 1, 1998. Applicant's articles of incorporation and by-laws were attached at Exhibit "B" of the Application.

- (d) Applicant's Certificate of Authority to transact business in South Dakota was attached at Exhibit "A" of the Application.

5. **Applicant's Telecommunications Experience.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. A description of Applicant's management team was attached at Exhibit "E" of the Application. Applicant has filed, or is in the process of filing, applications for authority to provide the telecommunications services described herein throughout the United States. Moreover, Applicant has not been denied authority to provide intrastate telecommunications services in any

state and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (e.g., slamming).

6. **Applicant's Affiliates.** Applicant does not have any affiliates, subsidiaries or parent organizations.

7. **Description of Proposed Services.** Applicant seeks authority to provide local exchange and intrastate, interLATA and intraLATA toll (as permitted by the Commission) telecommunications services in the State of South Dakota. Applicant intends to provide such services (i) by reselling the services of other certificated local exchange carriers and long distance carriers operating in the State of South Dakota, (ii) by leasing unbundled network elements obtained from certificated incumbent local exchange carriers operating in the State of South Dakota and (iii) by providing services over Applicant's proposed facilities-based network. Applicant estimates that it will begin providing its services within six (6) to nine (9) months of certification.

a. **Local Exchange Telecommunications Services**

Applicant requests authority to provide a wide variety of traditional local voice and data telecommunications services to consumers and to other telecommunications carriers in the State of South Dakota. These services may include single and multi-line residential and business services, complex services such as CENTREX, high-capacity private line (e.g., T-1, DS-1, DS-3, OC-3, OC-12), ISDN, digital subscriber line, and frame relay services; directory listing services; and optional CLASS service features such as call waiting, call forwarding, three-way calling, speed dialing, call return, unpublished number and caller identification.

b. **Intrastate, Interexchange Telecommunications Services**

Applicant requests authority to provide facilities-based and resold interexchange (interLATA and intraLATA toll) telecommunications services to business and residential customers through use

of a combination of unbundled network elements leased from other certificated carriers, and long distance transmission facilities leased or purchased from certificated long distance carriers. Until Applicant's facilities are operational, Applicant intends to provide interexchange telecommunications resale services. Applicant's proposed interexchange services may include direct dial ("1+") services, measured toll services, private line services, toll-free (e.g., "800", "888") services, travel card services and prepaid calling card services.

8. **Geographic Area to Be Served.** Applicant proposes to serve customers within the exchanges of Qwest Communications, Inc.

9. **Managerial Expertise and Ability to Respond to Customer Complaints.** Applicant has sufficient technical and managerial ability to provide the services for which authority is requested in this Application. A description of Applicant's management team was attached at Exhibit "E" of the Application. In addition, Applicant possesses the necessary personnel to respond to customer complaints and to maintain compliance with any Commission quality of service requirements. With respect to complaints, customers may contact Applicant's customer service representatives toll-free at (866) 487-2001, regarding a broad range of service matters, including: (i) the types of services offered by Applicant and the rates associated with such services; and (ii) problems or concerns pertaining to the consumer's current service. Applicant's customer service representatives will be available to assist consumers twenty-four (24) hours per day, seven (7) days per week.

10. **Applicant's Provision of Services.** Applicant's plans to provide emergency services, operator services and directory services are detailed in Applicant's Local Exchange Services Tariff. Applicant intends to provide intrastate interexchange services as described herein and in Applicant's Interexchange Telecommunications Tariff.

11. **Financial Capability.** Applicant possesses sufficient financial capability to provide its

facilities-based and resold local exchange and intrastate interexchange telecommunications services on a continuous basis in the State of South Dakota. Applicant's financial statements are attached hereto at Exhibit "B".

12. **Interconnection Information.** Applicant filed a letter with Qwest requesting resale and facilities-based interconnection negotiations on October 13, 2000. Qwest responded to same by letter dated October 31, 2000. Applicant and Qwest are currently in the process of negotiating a region-wide facilities-based and resale interconnection agreement. A copy of Applicant's letter to Qwest requesting interconnection negotiations is attached hereto at Exhibit "C".

13. **Tariffs.** Applicant's tariffs were attached at Exhibit "D" of the Application.

14. **Cost Support.** Applicant's tariffs were attached at Exhibit "D" of the Application.

15. **Marketing.** Applicant intends to market its services in South Dakota through the use of television, radio and Internet advertisements, as well as through other businesses in South Dakota. Applicant does not intend to telemarket its services in South Dakota.

16. **Rural Service Obligations.** Inasmuch as Applicant only intends to provide the services described herein to customers within the exchanges served by Qwest, the rural service obligations imposed pursuant to ARSD 20:10:32:15 are inapplicable to Applicant.

17. **State Certifications.** Applicant is certificated to provide the services for which it seeks authority herein in the states of Georgia, Kentucky, Montana, New York, Texas, Vermont, Washington, Wisconsin and Wyoming. In addition, Applicant is authorized to provide facilities-based and resold interexchange services in the State of Idaho. Applicant is in good standing in every state in which it is certificated. Moreover, Applicant has not been denied authority to provide intrastate telecommunications services in any state and has not been subject to any regulatory penalties for violating state or federal telecommunications statutes, rules or regulations (e.g., slamming).

18. **Applicant's Attorneys' Names and Addresses.** The correct names, addresses and telephone numbers of Applicant's attorneys are:

Charles A. Hudak, Esq.  
Timothy L. Geraghty, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000  
Email: [tgeraghty@efslaw.com](mailto:tgeraghty@efslaw.com)

Mr. Hudak or Mr. Geraghty should be contacted in connection with questions regarding Applicant's general operation and management, as well as any tariff-related matters. Upon grant of certification, the Commission should direct all correspondence, inquiries, complaints and data requests to:

Robert Smith, President  
Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480  
Atlanta, Georgia 30328  
Tel: (678) 731-0903  
Fax: (678) 731-0053

with a copy to:

Charles A. Hudak, Esq.  
Timothy L. Geraghty, Esq.  
Gerry, Friend & Sapronov, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

19. **Billing Arrangements.** Applicant intends to enter into direct billing arrangements with consumers in South Dakota. The charges, based upon the rates which will be set forth in Applicant's tariff, Applicant's name, and its toll free telephone number for customer assistance (866-487-2001) will appear on all invoices.



20. **Procedure for Verifying Customer Ordered Changes.** Applicant intends to comply with all state or federal telecommunications statutes, rules or regulations governing the processing, verification and implementation of customer-ordered changes. Further, in order to limit customer confusion regarding Applicant's services and to avoid processing of unauthorized service change requests, Applicant will not accept or implement verbal requests for carrier changes.

21. **Complaints Against Applicant.** There have been no complaints filed against Applicant with any state or federal agency regarding the unauthorized switching of a customer's telecommunications provider or for charges for services which have not been ordered from Applicant.

22. **Waivers.** Inasmuch as Applicant only intends to serve customers within the exchanges of Qwest, Applicant requests a waiver from the rural service obligations imposed pursuant to ARSD 20:10:32:15.

23. **Federal Tax Identification Number.** Applicant's federal tax identification number is 58-2420415.

24. **Compliance with Laws.** By submitting this application, and by participating in all proceedings necessary to effect certification, Applicant hereby asserts its willingness and ability to comply with all rules and regulations that the Commission may impose subject to South Dakota law as now or hereafter enacted. Accordingly, by this application, Applicant seeks such approval and authority as may be required for Applicant to provide facilities-based and resold local exchange and intrastate, interexchange telecommunications services throughout the entire State of South Dakota.

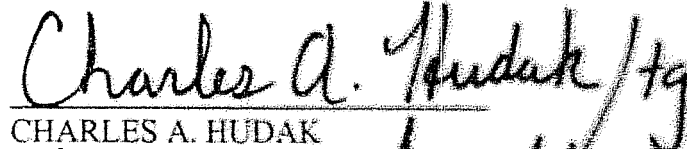
WHEREFORE, Applicant respectfully requests that the Commission:

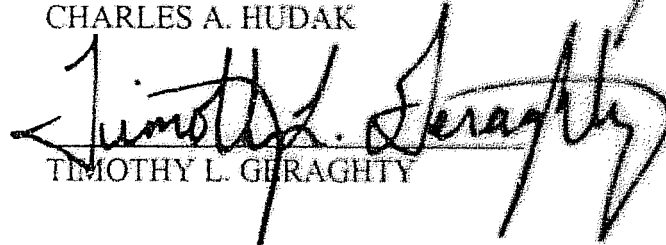
(1) issue a Certificate of Authority authorizing it to engage in the provision of ~~facilities~~-based and resold local exchange and intrastate, interexchange telecommunications services within the State of South Dakota as described in this Application; and

(2) Grant any other and additional relief that the Commission may deem just and proper.

Respectfully submitted this 13<sup>th</sup> day of December, 2000.

GERRY, FRIEND & SAPRONOV, LLP

  
CHARLES A. HUDAK

  
TIMOTHY L. GERAGHTY

Three Ravinia Drive  
Suite 1450  
Atlanta, GA 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

COUNSEL FOR GLOBAL TELELINK SERVICES, INC. D/B/A SOUTH DAKOTA GTS

**EXHIBIT "A"**

**OFFICERS AND DIRECTORS**

Robert M. Smith, President  
660 Peachtree Dunwoody Road, Suite 480  
Atlanta, Georgia 30328

Jewett W. Tucker, Vice President  
660 Peachtree Dunwoody Road, Suite 480  
Atlanta, Georgia 30328

EXHIBIT "C"

LETTER TO QWEST REQUESTING INTERCONNECTION

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2117

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gfslaw@gfslaw.com

October 23, 2000

VIA CERTIFIED MAIL NO. Z 452 482 624  
RETURN RECEIPT REQUESTED

Ms. Heidi Higer  
Director - Qwest Communications Corp.  
1801 California Street  
Suite 2410  
Denver, Colorado 80202

Re: Request for Interconnection Negotiations Pursuant to Section 251(c)(1) of  
the Telecommunications Act of 1996 ("1996 Act")

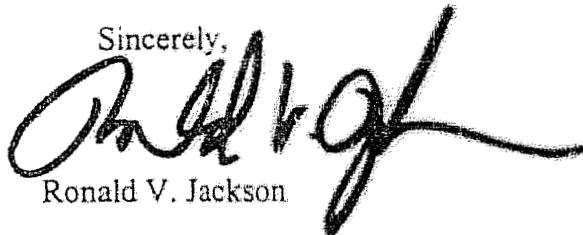
Dear Ms. Higer:

Global TeleLink Services, Inc. ("Global TeleLink"), by its undersigned counsel, hereby respectfully requests Qwest Communications ("Qwest") to begin good faith negotiation of an agreement for interconnection, unbundling and resale in the States of Arizona, Colorado, Idaho, Iowa, Minnesota, Montana, Nebraska, New Mexico, North Dakota, Oregon, South Dakota, Utah, Washington and Wyoming.

Global TeleLink respectfully requests a written response to this letter by November 6, 2000. Upon receipt of Qwest's written response, we look forward to discussing a mutually agreeable negotiation schedule.

Should you have any questions or comments, please do not hesitate to contact us.

Sincerely,



Ronald V. Jackson

RVJ/cm

cc: Mr. Robert M. Smith, President  
Global TeleLink Services, Inc.  
Walt A. Sapronov, Esq.

**EXHIBIT "B"**

**FINANCIAL STATEMENTS**

Applicant's financial statements are being submitted under trade secret protection.

CONFIDENTIAL

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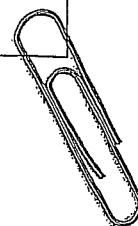
Continuation

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

IN THE MATTER OF THE APPLICATION OF )  
GLOBAL TELELINK SERVICES, INC. FOR A )  
CERTIFICATE OF AUTHORITY TO PROVIDE )  
INTEREXCHANGE TELECOMMUNICATIONS )  
SERVICES AND LOCAL EXCHANGE )  
SERVICES IN SOUTH DAKOTA )

ORDER GRANTING  
WITHDRAWAL OF  
INTERVENTION

TC00-184

On November 15, 2000, the Public Utilities Commission received an application from Global Telelink Services, Inc. (Global) seeking a certificate of authority to provide interexchange telecommunications services and local exchange services in South Dakota. Global intends to provide a wide variety of traditional local voice and data telecommunications services to consumers and other telecommunications carriers in South Dakota. These services may include single and multi-line residential and business services, CENTREX, high-capacity private line, ISDN, digital subscriber line, frame relay services, directory listing, and optional CLASS service features.

On November 16, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of December 1, 2000, to interested individuals and entities. The South Dakota Independent Telephone Coalition, Inc. (SDITC) filed a Petition to Intervene on December 1, 2000.

The Commission has jurisdiction over this matter pursuant to SDCL 1-26-17.1, Chapter 49-31 SDCL, and ARSD 20:10:01:15.02 through 20:10:01:15.05.

At a regularly scheduled meeting of December 12, 2000, the Commission considered this matter. SDITC requested that it be allowed to withdraw its Petition to Intervene. The Commission found that SDITC's request to withdraw its Petition to Intervene should be granted. It is therefore

ORDERED, that SDITC's request to withdraw its Petition to Intervene is granted.

Dated at Pierre, South Dakota, this 20<sup>th</sup> day of December, 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: Alaine Kelso

Date: 12/21/00

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

GERRY, FRIEND & SAPRONOV, LLP

ATTORNEYS AT LAW

SUITE 1450

THREE RAVINIA DRIVE

ATLANTA, GEORGIA 30346-2117

(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: gfslaw@gfslaw.com

January 4, 2001

RECEIVED

JAN 05 2001

VIA OVERNIGHT MAIL

South Dakota Public Utilities Commission  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

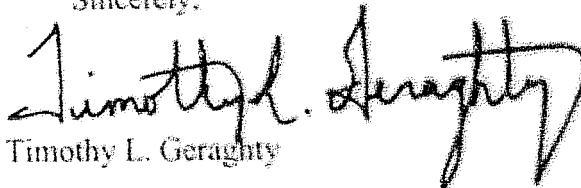
Re: Application of Global TeleLink Services, Inc. d/b/a South Dakota GTS ("Applicant")  
for a Certificate of Authority to Provide Local Exchange and Intrastate Interexchange  
Telecommunications Services as a Competitive Telecommunications Service  
Provider Within the State of South Dakota ("Application"); SD PUC Docket TC00-  
184

Dear Sir or Madam:

Enclosed are the original and eleven (11) copies of a Supplement to the Application. Please  
file the Supplement in your usual fashion and return one (1) file-stamped copy to us in the enclosed  
envelope.

If you have any questions or comments, please call the undersigned.

Sincerely,

  
Timothy L. Geraghty

TLG/nb

Enc.

cc: Global TeleLink Services, Inc.  
(with enclosure)  
Charles A. Hudak, Esq.  
(without enclosure)

JAN 15 2001

BEFORE THE

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN RE:

)  
)  
APPLICATION OF GLOBAL TELELINK  
SERVICES, INC. D/B/A SOUTH DAKOTA  
)  
GTS FOR A CERTIFICATE OF  
)  
AUTHORITY TO PROVIDE LOCAL  
)  
EXCHANGE SERVICE AND  
)  
INTRASTATE INTEREXCHANGE  
)  
SERVICES WITHIN THE STATE  
)  
OF SOUTH DAKOTA )

DOCKET NO. TC00-184

SUPPLEMENTAL FILING OF  
GLOBAL TELELINK SERVICES, INC.

COMES NOW, Global TeleLink Services, Inc. d/b/a South Dakota GTS (the "Applicant") and hereby files this Supplemental Filing with the South Dakota Public Utilities Commission (the "Commission") in connection with its Application for a Certificate of Authority to Provide Local Exchange Services and Intrastate Interexchange Services ("Application") in the above-referenced matter. In response to the Commission staff's requests, Applicant states as follows.

1. Surety Bond. Applicant intends to bill its customers in arrears for its local exchange and interexchange telecommunications services and does not intend to require any prepayments or deposits for the provision of such services. Applicant has revised its tariffs to eliminate any requirement of prepayments or deposits and requests that the Commission waive its request that Applicant post a \$25,000 bond.

2. Applicant's Email Address. The email address of Applicant's representative to whom all inquiries should be made regarding complaints and regulatory matters is [tracy@gateway.com](mailto:tracy@gateway.com).

3. **Provision of Services.** Applicant intends to provide interexchange telecommunications services through use of a combination of unbundled network elements leased from other certificated carriers, and long distance transmission facilities leased or purchased from certificated long distance carriers. Initially, Applicant intends to resell local exchange services and to provide access to 911 services, operator services, directory assistance and telecommunications relay services through its underlying incumbent local exchange carriers. At such time as Applicant provides facilities-based service, it will establish, as will be further described in its interconnection agreement with Qwest Corporation, appropriate interconnection arrangements that will ensure that customers obtain adequate access to emergency 911 services, operator services, directory assistance and telecommunications relay services in South Dakota.

3. **Marketing.** Applicant intends to market its services in South Dakota through the use of television, radio and Internet advertisements, as well as through other businesses in South Dakota. Applicant does not intend to telemarket its services and does not intend to engage in multilevel marketing in South Dakota.

4. **Revised Tariffs.** Applicant's local exchange and intrastate interexchange tariffs, which have been revised in accordance with the Commission's requests, are attached hereto at Exhibit "A".

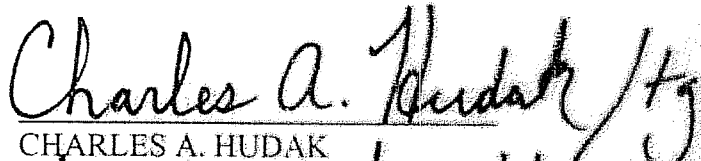
**WHEREFORE**, Applicant respectfully requests that the Commission:

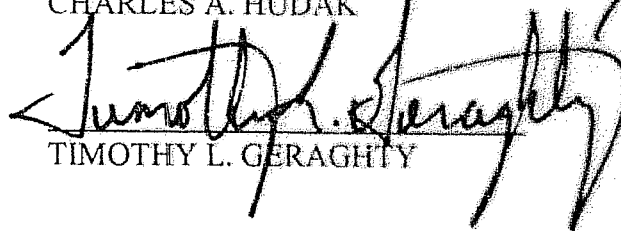
(1) issue a Certificate of Authority authorizing it to engage in the provision of facilities-based and resold local exchange and intrastate, interexchange telecommunications services within the State of South Dakota as described herein and in its Application; and

(2) grant any other and additional relief that the Commission may deem just and proper.

Respectfully submitted this 4<sup>th</sup> day of January, 2001.

GERRY, FRIEND & SAPRONOV, LLP

  
CHARLES A. HUDAK

  
TIMOTHY L. GERAGHTY

Three Ravinia Drive  
Suite 1450  
Atlanta, GA 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000

COUNSEL FOR GLOBAL TELELINK SERVICES, INC. D/B/A SOUTH DAKOTA GTS

EXHIBIT "A"

REVISED TARIFFS

TITLE SHEET

LOCAL EXCHANGE SERVICES TARIFF

This Tariff applies to the local, Facilities-Based and Resold Telecommunications Services furnished by Global TeleLink Services, Inc. between one or more points in the State of South Dakota. This Tariff is on file with the South Dakota Public Service Commission and copies may be inspected during normal business hours at Global TeleLink Services, Inc.'s principal place of business located at 6600 Peachtree Dunwoody Road, Building 600, Suite 480, Atlanta, Georgia 30328.

LOCAL EXCHANGE SERVICES TARIFF

Issued:

Effective:

Issued by: Bob Smith, President  
Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
Building 600, Suite 480  
Atlanta, Georgia 30328

CHECK LIST

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

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SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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### TARIFF FORMAT

A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.

C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.

2.1.  
2.1.1.  
2.1.1.1.  
2.1.1.1.(A).

D. Check Lists - When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list sets forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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SECTION I 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 Carrier's location or switching center.

Asymmetrical: High Speed Digital Connection Services in which the data rates to and from the End-User's Premises may differ.

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

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

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

Carrier: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Commission: The South Dakota Public Service Commission, the regulating entity within the State of South Dakota.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment: Terminal equipment provided by the Customer.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

End Office: The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

GB: Gigabytes, denotes billions of bytes.

GBps: Gigabytes per second, denotes billions of bytes per second.

High Speed Digital Connection Service: Any data service offered by the Company herein or any combination of such services.

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at the Company's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second, denotes thousands of bits per second.

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 refers to the incumbent local telephone company in the area also served by the Company.

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

Month-to-Month: Services ordered by the Customer and provided by the Company with no agreed fixed term of months.

Mbps: Megabits per second, denotes millions of bits per second.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

MOU: Minutes of Use

Node: Any Company or Customer location that is capable of performing Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of  $n \times 51.840$  Mbps. OC-3 = 155.52 Mbps. OC-12 = 622 Mbps.

Port: An equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

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

Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2 RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.1. This tariff sets forth intrastate rates and rules applicable to the provision by Global TeleLink Services, Inc. ("Global" or "Company") of facilities-based, local voice and high speed data transmission services and resold voice and data services within the State of South Dakota. Global's services are furnished subject of the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 2.1.3. Some of Global's services are provided through the company's own facilities, as well as those leased from the incumbent local exchange carrier.
- 2.1.4. The rates and regulations contained in this Tariff apply only to the services furnished by Global and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.5. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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2.2. Use of Services

- 2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of Carrier's services 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.
- 2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Application for Services

- 2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by Company.
- 2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.
- 2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

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2.4. Assignment or Transfer

- 2.4.1. All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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2.5. Contracts

- 2.5.1. Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. (See also Rate Schedule and Section 2.12.) The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date. The Company shall make available any ICB to the Commission upon request.

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2.6. RESERVED FOR FUTURE USE

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2.7. Notices

- 2.7.1. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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2.8. Billing and Payment

- 2.8.1. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in a paper format or a paper format bill summary with a magnetic tape to provide the detailed information of the bill. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 2.8.2. The Company shall bill for all services rendered in compliance with any applicable statute, rule or regulation.
- 2.8.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month. The late factor will be applied for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company.
- 2.8.4. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes shall be separately stated on the Customer's invoice.

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2.9. Disputed Bills

- 2.9.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for these services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.9.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the South Dakota Public Utilities Commission, Capitol Building, 1<sup>st</sup> Floor, Pierre, South Dakota 57501. The Commission's toll free and TTY through Relay South Dakota telephone number is (800) 877-1113.
- 2.9.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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2.10. Discontinuance and Restoration of Service

2.10.1. Carrier may discontinue service without notice for any of the following reasons:

2.10.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2.10.1.2. If a Customer or User uses Carrier's services in a manner to violate the law.

2.10.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur in twenty-nine (29) days with reasons specified, followed by another written notice of termination via first class mail, five (5) days prior to discontinuation, the Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.3. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.10.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.10.5. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefore within the time permitted by law: the Company may immediately discontinue or suspend service under this tariff without incurring any liability.
- 2.10.7. Upon the Company's discontinuance of service to the Customer as provided herein, 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 under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges apply to restored services.
- 2.10.9. Without incurring liability, Carrier 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 Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.10.10. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

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2.11. Information to be Provided to the Public

- 2.11.1. The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.
- 2.11.2. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

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2.12. Term Agreements

- 2.12.1. The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge applies to early termination of a Term Agreement.

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2.13. Service Connections and Equipment on Customer's Premises

- 2.13.1. The Customer or Authorized User shall allow the Company continuous access and right of way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.13.2. The Company undertakes to use reasonable efforts to make available services to a Customer on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.13.3. The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.13.4. Title to all components of the service provided by the Company, including equipment on Customer's Premise or End-User's Premise, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.13.5. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2.13. Service Connections and Equipment on Customer's Premises (cont'd)

- 2.13.6. The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.13.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.13.8. The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefore. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

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2.13.9. The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

2.13.9.1 Upon termination, interruption or suspension of the service in connection with which the equipment was used; and

2.13.9.2 for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear.

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

2.13.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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2.14. Limitation of Service and Equipment

- 2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.14.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.14.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.14.4. The Company reserves the right to discontinue service (See Section 2.13), limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.14.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, 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.

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2.15. Prohibited Uses

- 2.15.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.15.2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.15.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.16. Non-Routine Installation

- 2.16.1. At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

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2.17. Obligations of the Customer

The Customer shall be responsible for:

2.17.1. The payment of all applicable charges as set forth in this tariff.

2.17.2. Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

2.17.3. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;

2.17.4. Obtaining, maintaining, and otherwise having full responsibility for rights-of way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.

2.17.5. 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 services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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2.17. Obligations of the Customer (cont'd)

- 2.17.6. 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 services and equipment in any Customer or End-User Premise or the rights-of way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company.
- 2.17.7. Making Company services 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.
- 2.17.8. Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.17.9. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.10. The Customer or Authorized User is responsible for ensuring that Customer-provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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2.18. Liability of the Company

- 2.18.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons. Liability shall also be determined in accordance with SDCL §§ 49-13-1 and 49-13-1.1.
- 2.18.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption and SDCL §§ 49-13-1 and 49-13-1.1 shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.18.3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.

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2.18 Liability of the Company (cont'd)

- 2.18.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.18.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company.
- 2.18.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.18.7 The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.18.8 The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.18.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.

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2.18. Liability of the Company (cont'd)

- 2.18.10. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.18.11. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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2.19. Promotions

- 2.19.1. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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2.20. Maintenance and Testing

- 2.20.1. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.20.2. 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

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2.21. Taxes and Surcharges

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer is responsible for the payment of any applicable sales, use, excise, access or other local, state, and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based on the provision, sale, or use of the Company's service.

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2.22. Directory Listing Service

- 2.22.1. The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.
- 2.22.2. The Company may limit the length of any listing in the directory by the use of abbreviations when, in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.
- 2.22.3. The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identity of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify Customer prior to withdrawing any listing which is found to be in violation of this subpart.
- 2.22.4. In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

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2.23. 911 Emergency Service ("911 Service")

- 2.23.1. 911 Service permits Customers to reach appropriate emergency services including police, fire and medical services.
- 2.23.2. The Company undertakes no responsibility to inspect or to monitor 911 Service facilities to discover errors, defects, or malfunctions in 911 Service.
- 2.23.3. Upon the Company's transmittal of a Customer's 911 Service record, including the Customer's name, address and telephone number, to the appropriate Public Safety Agency, such agency is solely responsible for the accuracy of the Customer's street name, address, telephone number, appropriate police, fire, ambulance or other agencies' jurisdiction over such address, as well as any and all changes as they occur in the establishment of new street, the closing or abandonment of existing streets, the modification of municipal or county boundaries, the incorporation of new cities or any other similar matter that may affect the routing of 911 Service calls to the proper Public Safety Answering Point.
- 2.23.4. By dialing 911, the 911 Service calling party waives all privacy rights afforded by non-listed and non-published Service to the extent that the Customer's telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

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SECTION 3: DESCRIPTION OF SERVICES

3.1. Description of Data Services

- 3.1.1. The Company provides digital connections at a variety of speeds between customer-designated premises and the Company's statistically multiplexed network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week, non-dial-up basis. Service may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment, provided that any such ICB shall be made available for inspection by the Commission upon request.
- 3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.
- 3.1.3. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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3.2. Description of Rates and Charges for Data Services

- 3.2.1. The Company offers rates on a "month to month" basis, and on a Term Agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.
- 3.2.2. Pricing is structured in two components: a one-time charge for hardware and installation and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms. (Note: "NA" indicates service is not available on that basis.)

<u>Speed</u>	<u>Type</u>	<u>One-Time Charges</u>	<u>Recurring Monthly Service for Month-to- Month</u>	<u>Recurring Monthly Service for Contract</u>
384 Kbps	Symmetrical	\$ 1000	NA	\$300
512 Kbps	Symmetrical	\$ 1000	NA	\$360
768 Kbps	Symmetrical	\$ 1000	NA	\$430
1.024 Mbps	Symmetrical	\$ 1000	NA	\$500
3.84 Kbps- 7.0 Mbps	Asymmetrical	\$ 1700	\$ 360 + \$ 10 per GB capped at \$900	NA
DS -1	NA	\$ 1500	\$500, plus \$50 per mile	NA
DS-3	NA	\$3,000	\$4,000, plus \$100 per mile	NA

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3.3. Description of Local Exchange Voice Service

3.3.1. Local Calling Areas

Geographically defined Local Calling Areas are associated with each Home Exchange in which the Carrier's services are furnished. The Exchange boundaries are the same as those defined in the tariffs of the incumbent local exchange carrier.

3.3.2. Local Exchange Services

Local Exchange Service (LES) is made available by reselling local calling services and optional line features that are provided by authorized Local Exchange Carriers. LES provides the Customer with the ability to originate and receive calls to/from all other stations on the public switched telecommunications network. Monthly Recurring and Nonrecurring Charges will be imposed as specified below. Monthly Recurring Charges will be applied in advance.

LES is available to both residential and single and multi-line business Customers and is furnished subject to the availability of the Local Exchange Carrier's facilities.

3.4. Description of Line Rates and Charges for Local Exchange Voice Service

Customers will be charged applicable recurring and nonrecurring charges as specified below.

3.4.1. Local Access Line

Monthly recurring charge, per individual line, for touch-tone service:

<u>Residence</u>	<u>Business</u>
\$20.45	\$49.40

3.4.2. Nonrecurring Service Installation Charges

3.4.2.1. Conversion Charge

This charge is applied to existing Local Exchange Carrier lines converted to the Carrier's Service.

Per Line: \$5.00

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3.4.2.2. New Line Installation Charge

This charge is applied to initial new line installations on each order for service. A separate charge will be applied to each new line installed as part of the same order for service.

Initial Installation, per line (establishing service or moving to another premises - NRC)

Residence  
\$42.50

Business  
\$58.75

Initial Installation, per line

(other charges - NRC)

Residence  
\$16.75

Business  
\$30.00

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3.4.3. Optional Line Features

An LES Customer may order the following option line features at the Monthly Recurring Charge specified below. Nonrecurring installation charges will be applied to all orders for optional services submitted subsequent to initial LES service installation.

Optional Features, per month:

	<u>Residence</u>	<u>Business</u>
a) Three Way Conference Calling:	\$4.50	\$4.50
b) Call Forwarding Variable:	\$4.00	\$3.00
c) Call Forwarding -- Don't Answer:	\$1.00	\$3.50
d) Call Forwarding - Busy:	\$1.00	\$3.50
e) Call Forwarding Remote Access:	\$5.25	\$8.95
f) Speed Dialing:	\$2.50	\$3.50
g) Expanded Speed Dialing:	\$3.00	\$5.50
h) Call Waiting:	\$4.50	\$5.95
i) Call ID:		
Number Only:	\$7.00	\$9.50
With Name:	\$7.50	\$9.95

Per Activation Features

There are no connection charges associated with the following features:

	<u>Residence</u>	<u>Business</u>
a) Call Return		
Monthly:	\$4.50	\$4.95
Per Activation Charge:	\$0.75	\$0.75
b) Call Trace	\$4.00	\$4.95
b) Continuous Redial		
Monthly:	\$3.75	\$4.50
Per Activation Charge:	\$0.75	\$0.75

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3.4.4. Directory Listings

a)	Non-published Telephone Number	\$2.75
b)	Non-Directory Listed Number	\$1.50
c)	Initial White Pages Listing	\$-0-
d)	Additional White Pages Listing	\$1.20

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3.4.5. Prescribed Interexchange Carrier Charge

Customers may presubscribe LES local access lines to their intrastate, interLATA long distance carrier of choice. Following the Customer's initial presubscription of each line, any subsequent change will incur a per line charge.

Per line	\$5.00
----------	--------

3.4.6. Timing of Messages

3.4.6.1. Chargeable time begins when connection is established between the calling station and the called station.

3.4.6.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.

3.4.6.3. Chargeable time does not include time lost because of faults or defects in the connection.

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3.5. RESERVED FOR FUTURE USE

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3.7. Directory Assistance

Access to directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intraLATA directory assistance call and \$0.85 for each interLATA directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

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3.8. Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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TITLE SHEET

Interexchange Facilities-Based and Resold Telecommunications Services

This Tariff applies to the intrastate, interLATA, Facilities-Based and Resold Telecommunications Services furnished by Global Telelink Services, Inc. between one or more points in 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 Global TeleLink Services, Inc.'s principal place of business located at 6600 Peachtree Dunwoody Road, Building 600, Suite 480, Atlanta, Georgia 30328.

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### CHECK LIST

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

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SYMBOLS USED IN THIS TARIFF

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including listing, rate, rule, or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

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### TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1.
  - 2.1.1.
  - 2.1.1.1.1.
  - 2.1.1.1.1.(A).
- D. Check Lists - When a tariff filing is made with the Commission, an undated check list accompanies the tariff filing. The check list sets forth the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check list is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check list if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check list to find out if a particular page is the most current on file with the Commission.

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SECTION 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 Carrier's location or switching center.

Asymmetrical: High Speed Digital Connection Services in which the data rates to and from the End-User's Premises may differ.

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

Authorized User: A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

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

Carrier: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Common Carrier: An authorized company or entity providing telecommunications services to the public.

Company: Global TeleLink Services, Inc. ("Global") the issuer of this tariff.

Customer: The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment: Terminal equipment provided by the Customer.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Commission: The South Dakota Public Service Commission, the regulating entity within the State of South Dakota.

End Office: The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

End-User Premises: A location designated by the Customer for the purposes of connecting to the Company's services.

GB: Gigabytes, denotes billions of bytes.

GBps: Gigabytes per second, denotes billions of bytes per second.

High Speed Digital Connection Service: Any data service offered by the Company herein or any combination of such services.

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

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the customer and at the Company's sole discretion.

Interruption: The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

Kbps: Kilobits per second, denotes thousands of bits per second.

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 refers to the incumbent local telephone company in the area also served by the Company.

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

Month-to-Month: Services ordered by the Customer and provided by the Company with no agreed fixed term of months.

Mbps: Megabits per second, denotes millions of bits per second.

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SECTION 1 TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Message Toll Service: A service that provided facilities for telecommunications between different local calling areas of the same LATA in accordance with the regulations and schedule of rates specified in this tariff. The rates specified in this tariff are in payment for all services furnished between the calling and called stations.

MOU: Minutes of Use

Node: Any Company or Customer location that is capable of performing Multiplexing.

OC-n: Optical Carrier-n. A SONET optical signal transmitted at rates of  $n \times 51.840$  Mbps. OC-3 = 155.52 Mbps. OC-12 = 622 Mbps.

Port: An equipment system or subsystem set aside for the sole use of a specific Customer.

Recurring Charges: Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

Service: Any means of service offered herein or any combination thereof.

Service Order Form: The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Station: The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Synchronous Optical Network (SONET): A set of international standards for fiber based transmission systems. SONET defines standard optical carrier transmission rates and utilizes a modular multiplexing signal approach based on the application of Synchronous Transport Signals.

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

Term Agreement: An agreement between the Company and the Customer for a fixed term of months.

Terminal Equipment: Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer for each circuit.

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SECTION 2 RULES AND REGULATIONS

2.1. Application of Tariff

- 2.1.1. This tariff sets forth intrastate rates and rules applicable to the provision by Global TeleLink Services, Inc. ("Global" or "Company") of facilities-based, intrastate, interexchange voice and high speed data transmission services and resold voice and data services within the State of South Dakota. Global's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.
- 2.1.2. The rates, rules, terms, and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.
- 2.1.3. Some of Global's data services are provided through the company's own facilities, as well as those leased from the incumbent local exchange carrier. Global's voice services will involve the resale of the Message Toll Services (MTS) of underlying common carriers.
- 2.1.4. The rates and regulations contained in this Tariff apply only to the services furnished by Global and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.5. The Customer is entitled to limit the use of Carrier's services by end users at the Customer's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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2.2. Use of Services

- 2.2.1. Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2. The use of Carrier's services 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.
- 2.2.3. Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.4. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.5. Customer's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3. Application for Services

- 2.3.1. A Customer desiring to obtain Service must complete a Service Order Form provided by Company.
- 2.3.2. Cancellation of Application for Service: Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.
- 2.3.3. Cancellation of Service: The Customer may have service discontinued upon written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a Term Agreement.

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2.4. Assignment or Transfer

- 2.4.1. All service provided under this tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

2.5. Contracts

- 2.5.1. Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. (See also Rate Schedule and Section 2.12.) The terms and conditions of such contract offering are subject to the agreement of both the Customer and the Company. Any specific contract will be made available to similarly situated Customers in substantially similar circumstances. Contracts are available to any similarly situated Customer that places an order within 30 days of their effective date.

2.6. RESERVED FOR FUTURE USE

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2.7. Notices

- 2.7.1. Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service; postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised tariff pages.

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2.8. Billing and Payment

- 2.8.1. The Company shall bill on a current basis all charges incurred by and credits due to the Customer. The Customer may receive its bill in a paper format or a paper format bill summary with a magnetic tape to provide the detailed information of the bill. The Company shall bill for all services provided during the designated billing period. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- 2.8.2. The Company shall bill for all services rendered on a monthly basis.
- 2.8.3. Payment for bills is due on the due date indicated on the bill. If any portion of the payment is received by the Company after the payment due date, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be one and a half percent per month. The late factor will be applied for the number of days from the payment due date to and including the date that the customer actually makes the payment to the Company.
- 2.8.4. The Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, or other local, state and Federal taxes, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the services rendered by the Company. Such taxes shall be separately stated on the Customer's invoice.

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2.9. Disputed Bills

- 2.9.1. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- 2.9.2. Unless disputed, the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the South Dakota Public Utilities Commission. The Commission's toll free and TTY through Relay South Dakota telephone number is (800) 877-1113.
- 2.9.3. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits or penalties will apply.

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2.10. Discontinuance and Restoration of Service

2.10.1. Carrier may discontinue service without notice for any of the following reasons:

2.10.1.1. If a Customer or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.

2.10.1.2. If a Customer or User uses Carrier's services in a manner to violate the law.

2.10.2. For Nonpayment: Upon written notice by first class U.S. mail stating that discontinuance of service will occur in fifteen (15) days with reasons specified, followed by another written notice of termination via first class mail, five (5) days prior to discontinuation, the Company may discontinue service or cancel an application for service without incurring any liability when there is an unpaid balance for service that is overdue.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.3. For Returned Checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to discontinuance of service in the same manner as provided for nonpayment of overdue charges.
- 2.10.4. For any violation of law or of any of the provisions governing the furnishing of service under this tariff: The Customer shall be subject to discontinuance of service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service.
- 2.10.5. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of service, without notice, when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.10.6. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: the Company may immediately discontinue or suspend service under this tariff without incurring any liability.
- 2.10.7. Upon the Company's discontinuance of service to the Customer as provided herein, 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 under this tariff during the remainder of the minimum term for which such services would have otherwise been provided to the Customer to be immediately due and payable.

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2.10. Discontinuance and Restoration of Service (cont'd)

- 2.10.8. If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges apply to restored services.
- 2.10.9. Without incurring liability, Carrier 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 Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.10.10. Service may be discontinued by Carrier, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assist in a new authorization code to replace the one that has been deactivated.

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2.11. Information to be Provided to the Public

- 2.11.1. The Company will promptly advise Customers who may be affected of new, revised or optional rates applicable to their service.
- 2.11.2. Pertinent information regarding the Company's services, rates and charges shall be provided directly to Customers, or shall be available for inspection at the Company's local business address.

2.12. Term Agreements

- 2.12.1. The Company offers Term Agreements wherein the Customer agrees to retain specified volumes of Company services for a mutually agreed upon length of time. A Termination Liability charge may apply to early termination of a Term Agreement.

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2.13. Service Connections and Equipment on Customer's Premises

- 2.13.1. The Customer or Authorized User shall allow the Company continuous access and right of way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this tariff.
- 2.13.2. The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.13.3. The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.13.4. Title to all components of the service provided by the Company, including equipment on Customer's Premise or End-User's Premise, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.
- 2.13.5. Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.

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2.13. Service Connections and Equipment on Customer's Premises (cont'd)

- 2.13.6. The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.13.7. The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.13.8. The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice therefor. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

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2.13.9. The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

2.13.9.1. Upon termination, interruption or suspension of the service in connection with which the equipment was used; and

2.13.9.2. for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear.

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

2.13.11. Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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2.14. Limitation of Service and Equipment

- 2.14.1. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.14.2. The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this tariff or the law.
- 2.14.3. The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.14.4. The Company reserves the right to discontinue service (See Section 2.13), limit service, or to impose requirements as necessary to meet its legal obligations, or when such obligations have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.14.5. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, 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.

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2.15. Prohibited Uses

- 2.15.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.15.2. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer 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.
- 2.15.3. A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

2.16. Non-Routine Installation

- 2.16.1. At the Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on the Company's customary charges for similar effort and materials 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.

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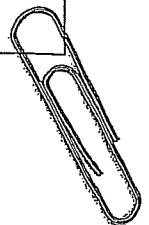
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2.17. Obligations of the Customer

The Customer shall be responsible for:

- 2.17.1. The payment of all applicable charges as set forth in this tariff.

Damage or loss of the Company's services or equipment caused by the acts or omissions of the Customer or Authorized User, or the non-compliance by the Customer or Authorized User with these regulations, or by fire or theft or other casualty on the premises of the Customer or Authorized User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;

- 2.17.2. Providing as specified from time to time by the Company any needed personnel, equipment, space and power to operate Company services and equipment installed on the premises of the Customer or Authorized User and the level of power, heating and air conditioning necessary to maintain the proper environment on such premises;

- 2.17.3. Obtaining, maintaining, and otherwise having full responsibility for rights-of way and conduit necessary for installation of equipment to provide service to the Customer or Authorized User from the cable building entrance or the property line of the land on which the structure in which the Customer's Premise or End-User's Premise is located to the applicable Premise. Any and all costs associated with the obtaining and maintaining of the rights-of way described herein, including the costs of altering the structure to permit installation of the Company-provided service or equipment, 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.

- 2.17.4. 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 services and equipment. The Customer may be required to install and maintain Company services and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

2.17. Obligations of the Customer (cont'd)

- 2.17.5. 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 services and equipment in any Customer or End- User Premise or the right-of way for which the Customer or Authorized User is responsible, and obtaining permission for Company agents or employees to enter the Customer or End-User Premise at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of service as stated herein, removing the services and equipment of the Company;
- 2.17.6. Making Company services 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;
- 2.17.7. Keeping the Company's services and equipment located on the Customer's or End-User's Premise or rights-of way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's services or to the locations of such services and equipment.
- 2.17.8. Customer-provided equipment on the Customer or End-User Premises, the operating personnel there, and the electric power consumed by such equipment, shall be provided by and maintained at the expense of the Customer or Authorized User. Conformance of Customer-provided equipment with part 68 of the FCC Rules is the responsibility of the Customer.
- 2.17.9. The Customer or Authorized User is responsible for ensuring that Customer- provided equipment connected to Company services and equipment is compatible with such services and equipment. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons.

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Global TeleLink Services, Inc.  
6600 Peachtree Dunwoody Road  
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Atlanta, Georgia 30328

2.18. Liability of the Company

- 2.18.1. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services, functions, and products furnished under this tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons. Liability shall also be determined in accordance with SDCL §§ 49-13-1 and 49-13-1.1.
- 2.18.2. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption and SDCL §§ 49-13-1 and 49-13-1.1 shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.
- 2.18.3. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.18.4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided services or equipment.
- 2.18.5. The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company.

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2.18. Liability of the Company (cont'd)

- 2.18.6. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.18.7. The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- 2.18.8. The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- 2.18.9. The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with service.
- 2.18.10. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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2.18. Liability of the Company (cont'd)

- 2.18.14. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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2.19. Promotions

- 2.19.1. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations.

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2.20. Maintenance and Testing

- 2.20.1. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.
- 2.20.2. 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 or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. 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 services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. 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 services, equipment, and personnel from harm.

2.21. Taxes and Surcharges

Federal excise tax and state and local sales, use, and similar taxes are not included in the rates set forth in this tariff, and shall be billed as separate line items where applicable. The Customer is responsible for the payment of any applicable sales, use, excise, access or other local, state, and federal taxes, charges or surcharges (excluding taxes on the Company's net income) imposed on or based on the provision, sale, or use of the Company's service.

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SECTION 3. DESCRIPTION OF SERVICES

3.1. Description of Data Services

- 3.1.1. The Company provides digital connections at a variety of speeds between customer-designated premises and the Company's statistically multiplexed network. Company's services may be provided using a variety of digital transmission technologies, using the Company's own services and equipment and/or the facilities of others. Service is provided on a 24 hour per day, 7 day per week, non-dial-up basis. Service may be provided by the Company on an Individual Case Basis (ICB), depending on such factors as length and volume of commitment.
- 3.1.2. Depending on such factors as length of loops involved, quality of loops and other factors, service may not be available to all Customer or End-User premises. Special construction charges may apply in each case. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services.
- 3.1.3. The Company shall have no responsibility with respect to billings, charges, or disputes related to services used by the Customer which are not included in the services herein including, without limitation, any local, regional and long distance services not offered by the Company. The Customer shall be Fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the service provider.

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3.2. Description of Rates and Charges for Data Services

3.2.1. The Company offers rates on a "month to month" basis, and on a Term Agreement contract basis, with rates based on a number of customer factors, including commitment to a volume of service for a fixed term of months.

3.2.2. Pricing is structured in two components: a one-time charge for hardware and installation and a recurring monthly service charge. Both the one-time charge and the recurring monthly service charge decrease in contracts with longer service terms. (Note: "NA" indicates service is not available on that basis.)

<u>Speed</u>	<u>Type</u>	<u>One-Time Charges</u>	<u>Recurring Monthly Service for Month-to- Month</u>	<u>Recurring Monthly Service for Contract</u>
384 Kbps	Symmetrical	\$ 1000	NA	\$300
512 Kbps	Symmetrical	\$ 1000	NA	\$360
768 Kbps	Symmetrical	\$ 1000	NA	\$430
1,024 Mbps	Symmetrical	\$ 1000	NA	\$500
3 84 Kbps- 7.0 Mbps	Asymmetrical	\$ 1700	\$ 3 60 + \$ 10 per GB capped at \$900	NA
DS -1	NA	\$ 1500	\$500, plus \$50 per mile	NA
DS-3	NA	\$3,000	\$4,000, plus \$100 per mile	NA

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3.3. Description of Message Toll Service

Message Toll Service calling service provides a Customer with the ability to originate calls from a Company-provided access line to other stations on the public switched telephone network bearing the designation of any central office exchanges, areas, and zones outside of the Customer's Local Calling Area but within the State of South Dakota.

3.4. Description of Rates and Charges for Message Toll Service

The service is flat rated and billed in six (6) second increments. The duration of each call will be rounded to the nearest higher increment for billing purposes. Additionally, fractional cents will be rounded to the nearest higher cent.

3.4.1. The following rates apply on a per minute basis to all direct dialed calls:

<u>DAY</u>			<u>EVENING</u>		<u>NIGHT WEEKEND</u>	
<u>RATE</u>	<u>INITIAL</u>	<u>EACH</u>	<u>INITIAL</u>	<u>EACH</u>	<u>INITIAL</u>	<u>EACH</u>
<u>MILEAGE</u>	<u>PERIOD</u>	<u>ADD'L</u>	<u>PERIOD</u>	<u>ADD'L</u>	<u>PERIOD</u>	<u>ADD'L</u>
		<u>MINUTE</u>		<u>PERIOD</u>		<u>PERIOD</u>
0 - 16	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
17-+	0.2000	0.2000	0.2000	0.2000	0.2000	0.2000

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3.4.2. Timing of Messages

- 3.4.2.1. Chargeable time begins when connection is established between the calling station and the called station.
- 3.4.2.2. Chargeable time ends when the calling station "hangs up" thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released by automatic timing equipment in the telephone network.
- 3.4.2.3. Chargeable time does not include time lost because of faults or defects in the connection.

3.5. Directory Assistance

Access to directory assistance may be obtained by dialing 1+555-1212 or 411 for listings within the originating area code and by dialing 1 + (area code) + 555-1212 for other listings. Subscriber will be billed \$0.50 for each intraLATA directory assistance call and \$0.85 for each interLATA directory assistance call. The directory assistance charge applies to each call regardless of whether the directory assistance bureau is able to furnish the requested telephone number.

3.6. Rates for Hearing or Speech Impaired

For properly certified hearing or speech impaired Subscribers who communicate via a TDD, the Company will issue upon request a credit for certain intrastate toll charges for calls made between TDDs. The credit will appear on the Customer's subsequent bill and will be equal to applying the Evening Rate during business day hours and Night/Weekend rate during the Evening rate period. Subscribers using TDDs with the assistance of the relay center will receive a credit equal to fifty percent (50%) of the rate for the applicable rate period. If either the Subscriber or the called party indicates that either party is both hearing and visually impaired, the call shall be discounted by twenty-five percent (25%) of the applicable rate. Such credit does not apply to surcharges on per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

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

IN THE MATTER OF THE APPLICATION OF )	ORDER GRANTING
GLOBAL TELELINK SERVICES, INC. D/B/A )	CERTIFICATE OF
SOUTH DAKOTA GTS FOR A CERTIFICATE )	AUTHORITY
OF AUTHORITY TO PROVIDE )	
INTEREXCHANGE TELECOMMUNICATIONS )	TC00-184
SERVICES AND LOCAL EXCHANGE )	
SERVICES IN SOUTH DAKOTA )	

On November 15, 2000, the Public Utilities Commission (Commission) received an application for a certificate of authority from Global TeleLink Services, Inc. d/b/a South Dakota GTS (Global).

Global proposes to offer a wide variety of traditional local voice and data telecommunications services to consumers and other telecommunications carriers in South Dakota. These services may include single and multi-line residential and business services, CENTREX, high-capacity private line, ISDN, digital subscriber line, frame relay services, directory listing services, and optional CLASS service features. A proposed tariff was filed by Global.

On November 16, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of December 1, 2000, to interested individuals and entities. South Dakota Independent Telephone Coalition, Inc. filed to intervene on December 1, 2000, and withdrew its petition to intervene on December 12, 2000. At its regularly scheduled January 17, 2001, meeting, the Commission considered Global's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Global not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission, and subject to rural safeguards.

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 Global has met the legal requirements established for the granting of a certificate of authority. Global 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.

The Commission approves Global's application for a certificate of authority, subject to the condition that Global not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission, and subject to rural safeguards. The certificate of authority for Global 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 Global choose to provide local exchange services statewide, with respect to rural

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

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

FURTHER ORDERED, that the Commission shall authorize Global to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company.

Dated at Pierre, South Dakota, this 24<sup>th</sup> day of January, 2001.

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>Alaine Kelbo</u>
Date:	<u>1/25/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Pam Nelson  
PAM NELSON, Vice Chairman

Laska Schönfelder  
LASKA SCHÖNFELDER, 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 as of the date of the  
Order Granting Certificate of Authority  
Docket No. TC00-184

*This is to certify that*

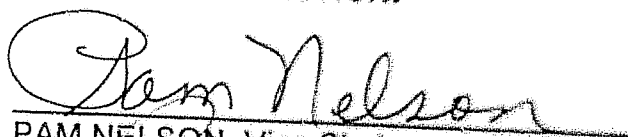
**GLOBAL TELELINK SERVICES, INC.  
D/B/A SOUTH DAKOTA GTS**

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

This certificate is issued in accordance with SDCL 49-31-3 and 49-31-69  
and ARSD 20:10:24:02 and 20:10:32:03, 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 24th day of January, 2001.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**

  
PAM NELSON, Vice Chairman

  
LASKA SCHOENFELDER, Commissioner

