

TC01-043

KC/A*

TC01-043

PROJECT NO.

In the Matter of

IN THE MATTER OF THE APPLICATION OF NOS COMMUNICATIONS, INC. FOR A CERTIFICATE OF AUTHORITY TO PROVIDE LOCAL EXCHANGE SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	Description
4/19/01	Filed and posted
4/26/01	Public Hearing
5/10/01	Supplemental information
5/10/01	SDPUC Petition to Intervene
5/18/01	Letter withdrawing petition to Intervene
5/21/01	Revised Page 16 Application
7/10/01	Revised Brief
9/14/01	Order Granting Case
9/14/01	Check Cash

TC01-043

The Helein Law Group, P.C.

Telecommunications
E-Commerce
Technology
Corporate & Finance
Trademarks
Insurance Rights
Contract Litigation
General Business Law

8180 Greensboro Drive
Suite 700
McLean, VA 22102

(703) 714-1300 (Telephone)
(703) 714-1330 (Facsimile)
mail@helein.com

Management Consulting Group
Global Telecompetition Consultants, Inc. (GTC)
(703) 714-1320 (Telephone)

RECEIVED

APR 19 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Writer's Direct Dial Number
(703) 714-1318

Writer's E-mail Address
jwagner@helein.com

April 18, 2001

Via Overnight Delivery

Mr. William Bullard, Executive Secretary
South Dakota Public Utilities Commission
State Capitol, 500 E. Capitol Avenue
Pierre, SD 57501

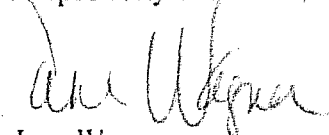
Re: NOS Communications, Inc.
Application for a Certificate of Public Convenience and Necessity to
Provide Resold and Facilities-Based Intrastate Local Exchange Services

Dear Mr. Bullard:

On behalf of NOS Communications, Inc. ("NOS"), we hereby submit an original and ten (10) copies of its Application for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Intrastate Local Exchange Services.

Please date-stamp the extra copy and return it to the undersigned in the enclosed postage-prepaid envelope. Should you have any questions with respect to this matter, please contact me.

Respectfully submitted,


Jane Wagner

Enclosures

BEFORE THE
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

RECEIVED
APR 19 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Registration of)
NOS Communications, Inc.)
Authority to Provide)
Intrastate Telecommunications)
Services within South Dakota)
_____)

Docket No. _____

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, NOS Communications, Inc. ("NOS" or "Applicant") submits the following registration information:

1. The name, address and telephone number of the applicant.

NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121
Phone: (702) 547-8692
Toll-Free: (800) 455-4667
Fax: (702) 547-8546

2. Then name under which the Applicant will provide these services if different than in subdivision (1) of this section;

Not Applicable.

3. If the applicant is a corporation:

(a) The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority.

The Company was formed as a Corporation under the laws of the State of Maryland on November 15, 1989. Applicant's certificate of authority to transact business in South Dakota is included as Exhibit A.

(b) The location of its principal office, if any, in this state and the name and address of its current registered agent.

Principal office in South Dakota: None

Registered Agent: Corporation Service Company
503 South Pierre Street
Pierre, South Dakota 57501

(c) A copy of its articles of Incorporation.

NOS's Articles of Incorporation are attached as Exhibit B.

(d) A list of the names and addresses of the current corporate officers

NOS's officers are as follows:

Joseph T. Kopy	President
Michael W. Arnau	CEO
Randy Lemmo	Vice President of Operations

All Officers may be contacted at the corporation headquarters address.

(e) The names and addresses of the ten common stockholders who hold 30% or more shares of common stock.

	<u>% Ownership</u>
Rosette Delug	50%
Robert Lichenstein	50%

(f) The names and addresses of subsidiaries owned or controlled by the applicant.
Not applicable.

4. If the applicant is a partnership, the name, title and business address of each partner, both general and limited.

Not Applicable.

5. A specific description of the telecommunications services the applicant intends to offer.

Applicant proposes to offer all forms of local services, including measured, flat rate, PBX, Centrex and value added service on a facilities-based and reold basis. All services are available twenty-four (24) hours per day, seven (7) days a week.

6. **A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected use of the equipment.**

NOS will use unbundled network platform, including link, transport, signaling, switching and collection.

7. **The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.**

NOS intends to offer service throughout the entire state of South Dakota.

8. **A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; the terms and conditions of service; the access charges and a copy of the applicant's tariff book.**

NOS has the financial resources to successfully provide intrastate resale telecommunications services in South Dakota. In support of NOS' financial ability to provide the services it proposes, financial statements are offered at Exhibit C. Applicant considers this information proprietary and confidential and, therefore, files it under seal. See Motion for Protective Order at Exhibit D. The terms and conditions of service, as well as all rates and charges are provided in NOS' proposed tariff in Exhibit E.

9. **The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters.**

For correspondence concerning this application:

The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
Phone: (703) 714-1300
Fax: (703) 714-1330

For correspondence concerning ongoing operations:

Glenn T. Stockton
Chief Counsel, Tariff and Regulatory Affairs
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, Nevada 89121
Phone: (702) 547-8692
Fax: (702) 547-8546

10. Applicant is currently authorized to provide resold intrastate, interexchange telecommunications services in all 48 lower states. Applicant is also currently authorized to provide resold local exchange telecommunications services in Arizona, California, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Nevada, New York, New Jersey, Ohio, Pennsylvania, South Carolina, Texas, Virginia, and Washington. Applicant either has applications pending or is in the process of filing applications in the following states: Arkansas, Colorado, Connecticut, Delaware, D.C., Florida, Idaho, Iowa, Kansas, Maine, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, N. Carolina, N. Dakota, Oklahoma, Oregon, Rhode Island, S. Dakota, Tennessee, Utah, Vermont, Wisconsin, and Wyoming.

11. **A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.**

Applicant plans to initially market its services in South Dakota through targeted mass media, direct mail programs, and an Internet-based marketing campaign. NOS has in place a rigorous training program for its sales personnel. See outline of program attached as Exhibit F. Company will target the residential and small business market.

12. Determination of Competitive Classification.

NOS requests an Emerging Competitive classification for its services. NOS will offer competitive resold intrastate service within the State of South Dakota. These services are similar to and substitutes for telecommunications services provided by numerous other carriers in the state.

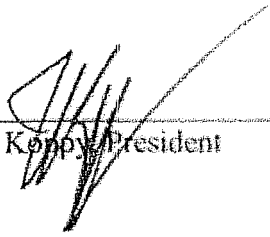
13. Supporting cost data for Initial Filing.

NOS will charge rates that will enable it to make a profit and will not undercharge in order to disadvantage its competitors. Additional cost data is provided in Exhibit G.

As evidenced by the foregoing application, NOS is fully qualified to offer and provide local exchange service within the state of South Dakota. Therefore, NOS respectfully requests that the Commission grant this application at its earliest convenience.

Dated this 12th day of April, 2001.

Respectfully Submitted,



Joseph T. Kopp, President

NOS COMMUNICATIONS, INC.

EXHIBIT A

Certificate of Authority to Transact Business in South Dakota



STATE OF SOUTH DAKOTA
Secretary of State



Certificate Of Authority

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application of
NOS COMMUNICATIONS, INC. (ND)
.....
for a Certificate of Authority to transact business in this State, duly signed and verified, pursuant to the provisions of the South Dakota Business Corporation Act, have been received in this office and are found to conform to law.

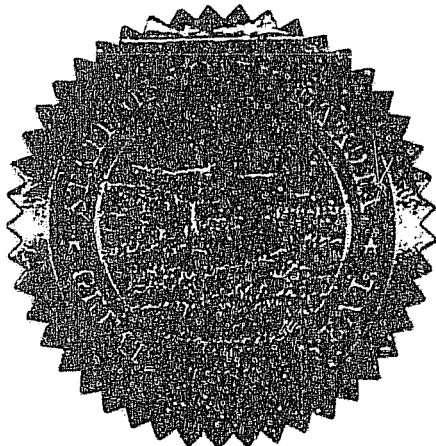
ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issued this Certificate of Authority to
NOS COMMUNICATIONS, INC.
.....
to transact business in this State under the name of
NOS COMMUNICATIONS, INC.
.....
and attach hereto a duplicate of the Application for such Certificate.

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 13th day of

NOVEMBER, A.D. 19 92

Joyce Hazeltine
Secretary of State

Deputy



NOS COMMUNICATIONS, INC.

EXHIBIT B

Articles of Incorporation

ARTICLES OF INCORPORATION
OF
NQS COMMUNICATIONS, INC.

APPROVED AND RECEIVED FOR RECORD BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION
ON MARYLAND NOVEMBER 15, 1989 AT 8132 OTTUM A. M. AND CERTIFICATES
WITHIN AND THEREIN RECORDED

RECORDED AND INDEXED
FEE PAID

RECORDED AND INDEXED
FEE PAID

RECORDED AND INDEXED
FEE PAID

20.00

20.00

U2906444

TO THE CLERK OF THE CIRCUIT COURT

MONTGOMERY COUNTY

IT IS HEREBY CERTIFIED THAT THE ABOVE PAYMENTS, TOGETHER WITH ALL PAYMENTS MADE THEREON, HAVE
BEEN RECEIVED, APPROVED AND RECEIVED BY THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND.

RETURN TO:
JAMES M. NOWAK
17 W. JEFFERSON STREET, STE. 202
ROCKVILLE MD 20850

10203012048

A 312935



STATE OF MARYLAND

RECORDED IN THE RECORDS OF THE

I hereby certify that this is a true and complete copy of the
page documents as filed in this office. DATED: 11/17/89

DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: Christina J. Watson

This stamp replaces our previous certification system. Effective: 10/84

NOS COMMUNICATIONS, INC.

EXHIBIT C

Financial Information

CONFIDENTIAL

[]

NOS COMMUNICATIONS, INC.

EXHIBIT D

Motion for a Protective Order to Preserve
Confidentiality of Application Exhibit

**BEFORE THE SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Registration of NOS Communications, Inc.)
Authority to Provide Intrastate)
Telecommunications Services within)
the State of South Dakota)

**MOTION FOR A PROTECTIVE ORDER TO PRESERVE
CONFIDENTIALITY OF APPLICATION EXHIBITS**

In support of its Application to the South Dakota Public Utilities Commission ("SDPUC") for Authority to Provide Local Exchange and Interexchange Telecommunications Services on a Resale Basis in South Dakota, NOS Communications, Inc. ("NOS" or "Applicant"), by its attorneys, moves for a protective order to preserve the confidentiality of Applicant's financial information, to be submitted as Applicant's Exhibit C to its Application. In support whereof Applicant incorporates by reference the information set forth in its application and provides the following information and arguments:

- (1) Financial information requested by the SDPUC in Exhibit C concerns the most recent financial statements for 2000. Applicant considers such information proprietary and confidential.
- (2) NOS is a privately owned company seeking to provide local and interexchange telecommunications services in South Dakota. Given the competitive environment in which NOS must operate, it is imperative that NOS be allowed to disclose its financial resources under seal, precluding its numerous competitors from gaining access to this sensitive material.

(3) In addition, the SDPUC may be guided by the fact that maintaining the confidentiality of NOS's financial statements will in no way prejudice NOS's competitors. The SDPUC will have the financial information necessary for it to make an informed decision about granting NOS's application to provide resale local and interexchange telecommunications service. The SDPUC will, therefore, be able to ensure that NOS complies with SDPUC requirements. NOS will therefore receive no regulatory advantage over its competitors.

(4) NOS requests protection of its expected customer base for the same competitive reasons. Providing NOS's competitors with such confidential and proprietary information will not assist the Commission in reaching its decision and is not necessary to protect any cognizable interest of NOS's competitors.

WHEREFORE, Applicant respectfully moves the SDPUC for a protective order to preserve the confidentiality and limit the dissemination of financial information contained in Exhibit C to the Commission's members and staff.

Respectfully submitted this ___ day of _____ 2001.

For NOS Communications, Inc.

The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(v) (703) 714-1300
(f) (703) 714-1330

**BEFORE THE SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Registration of NOS Communications, Inc.)
Authority to Provide Intrastate)
Telecommunications Services within)
the State of South Dakota)

ORDER

Upon consideration of NOS Communications, Inc.'s Motion For a Protective Order to Preserve Confidentiality of Application Exhibit C, it is on this ___ Day of _____, 2001,

ORDERED that Exhibit C, regarding financial information, to the above captioned application be protected from public view and held in the strictest confidentiality by the South Dakota Public Utilities Commission.

Administrative Law Judge

NOS COMMUNICATIONS, INC.

EXHIBIT E

Proposed Tariff

TITLE SHEET

RESOLD TELECOMMUNICATIONS TARIFF

OF

NOS Communications, Inc.

4380 Boulder Highway
Las Vegas, NV 89121

This Tariff applies to the Resold Telecommunications Services furnished by NOS Communications, Inc. ("Carrier") 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 Carrier's principal place of business.

CHECK SHEET

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

<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>
1	Original			36	Original
2	Original	SECTION 3		37	Original
3	Original	19	Original	38	Original
4	Original	20	Original	39	Original
5	Original	21	Original	40	Original
6	Original			41	Original
		SECTION 4		42	Original
SECTION 1		22	Original	43	Original
7	Original			44	Original
8	Original	SECTION 5		45	Original
9	Original				
		23	Original	SECTION 6	
SECTION 2		24	Original	46	Original
10	Original	25	Original		
11	Original	26	Original		
12	Original	27	Original		
13	Original	28	Original		
14	Original	29	Original		
15	Original	30	Original		
16	Original	31	Original		
17	Original	32	Original		
18	Original	33	Original		
		34	Original		
		35	Original		

TABLE OF CONTENTS

TITLE SHEET..... 1

CHECK SHEET..... 2

TABLE OF CONTENTS..... 3

SYMBOLS..... 4

TARIFF FORMAT..... 5

APPLICATION OF TARIFF..... 6

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS..... 7

SECTION 2. RULES AND REGULATIONS..... 10

 2.1 UNDERTAKING OF THE COMPANY..... 10

 2.2 USE OF SERVICES..... 10

 2.3 LIABILITY OF CARRIER..... 11

 2.4 RESPONSIBILITIES OF THE CUSTOMER..... 13

 2.5 CANCELLATION OR INTERRUPTION OF SERVICES..... 15

 2.6 BILLING ARRANGEMENTS..... 17

 2.7 VALIDATION OF CREDIT..... 17

 2.8 CONTESTED CHARGES..... 17

 2.9 BILLING ENTITY CONDITIONS..... 18

 2.10 DEPOSITS..... 18

 2.11 TAXES..... 18

SECTION 3. DESCRIPTION OF SERVICES..... 19

 3.1 1+ INBOUND/OUTBOUND SWITCHED AND DEDICATED LONG DISTANCE SERVICES..... 19

 3.2 LONG DISTANCE SERVICE AREA..... 19

 3.3 CALLING CARD SERVICE..... 19

 3.4 TIMING OF CALLS..... 19

 3.5 LOCAL EXCHANGE SERVICE..... 20

 3.6 LOCAL EXCHANGE SERVICE AREA..... 20

 3.7 EMERGENCY CALLS (ENHANCED 911)..... 21

 3.8 PROMOTIONS..... 21

SECTION 4. RATES AND CHARGES..... 22

 4.1 LONG DISTANCE TOLL USAGE RATES..... 22

 4.2 CALLING CARD USAGE RATES..... 22

 4.3 DIRECTORY ASSISTANCE..... 22

SECTION 5. LOCAL EXCHANGE SERVICE..... 23

 5.1 SERVICE CHARGES..... 23

 5.2 EXCHANGE AREAS..... 27

 5.3 LOCAL EXCHANGE SERVICE (DESCRIPTION AND RATES)..... 32

SECTION 6. CUSTOM CALLING FEATURES..... 47

SYMBOLS

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

- (C) - Signifies a **changed** condition or regulation.
- (D) - Signifies a **deleted** or **discontinued rate**, regulation or condition.
- (I) - Signifies a change resulting in an **increase** to a Customer's bill.
- (M) - Signifies material **moved** from another Tariff location.
- (N) - Signifies a **new** rate, regulation or condition.
- (R) - Signifies a change resulting in a **reduction** to a Customer's bill.
- (T) - Signifies a change in **text** but no change in rate or charge.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.. For example, the 4th revised Sheet cancels the 3rd revised Sheet 14. Because of various suspension periods deferrals, etc. the P.U.C. follows in their Tariff approval process, the most current sheet number on file with the P.U.C. is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are 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.A
 - 2.1.A.1
 - 2.1.A.1.a
- D. Check Sheets - When a Tariff filing is made with the P.U.C., an undated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the P.U.C.

NOS Communications, Inc.

South Dakota Tariff No. 1

Issued: April 19, 2001

Original Page 6

Effective: April 20, 2001

APPLICATION OF TARIFF

This Tariff set forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunication services by means of resold services of NOS Communications, Inc.

The provision of local exchange, regional toll, and long distance telecommunications services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues.

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.

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.

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.

Billed Party - The person or entity responsible for payment of the Company's service.

Business Day - Monday-Friday 8:00am-5:00; Saturdays, Sundays and legal holidays are not recognized as business days.

Called Station - The termination point of a call.

Calling Card - A card issued by the Company containing sufficient information to enable charges for calls made to be properly billed on a pre-arranged basis. (see "Travel Card" definition)

Calling Station - The originating point of a call.

Carrier -or- Common Carrier - An authorized company or entity providing underlying network telecommunications services to the public.

Company or Carrier - NOS Communications, Inc.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

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

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Debit Card - A Calling Card issued by the Company in return for pre-payment of an amount certain by the Customer. (see "Travel Card" definition)

Commission or P.U.C. - South Dakota Public Utilities Commission.

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

ILEC - Incumbent Local Exchange Carrier.

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 applicable by law.

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

Local Exchange Carrier - A company which furnishes local exchange telecommunications services.

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

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

Residential Rules - The Rules and Regulations Relating to Telephone Service to Residential Customers as adopted by the South Dakota Public Utilities Commission and applicable South Dakota law.

Subscriber - (see "Customer" definition)

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

Travel Card - A pre-paid or post-paid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charges to a Carrier-issued debit Travel Card will be charged against the debit account.

User - Any person or entity which makes use of services provided under this Tariff.

Verified Account Code - A numerical code used to identify users or groups of users on an account and to allocate the costs of service accordingly. Account codes are verified by a pre-defined list of codes maintained by the Company.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.A. This Tariff contains the regulations and rates applicable to the resale of local, intrastate and interstate telecommunications services provided by Company to business and residential customers within the State of South Dakota.
- 2.1.B. Company is a pure reseller and as such has no direct control over availability of service switching, operator services, 911 or E911 emergency service. Company is not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Company resells the Telecommunications Services of underlying common carriers.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier 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.D. The Customer is entitled to limit the use of Carrier's services by End User's at the Customer's facilities.

2.2 Use of Services

- 2.2.A. Carrier's Services may be used for any lawful propose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. 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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

- 2.2.C. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

- 2.3.A. Due to unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.3.B. When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. No credit shall be issued for interruptions of less than six (6) hours.
- 2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out to mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental, or exemplary damages.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.E. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.4.H. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that End Users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to End Users. The Customer is also responsible for the payment of charges for calls originated at The Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

- 2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 2.4.E.1 If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- 2.4.E.2 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff. The Company reserves the right to refuse an application of service made by a present or former Customer who is, or was previously, indebted to the Company.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B. following:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - a. 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.
 - b. If a Customer or User uses Carrier's services in a manner to violate the law.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service (Cont'd)

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than ten (10) days to remove the cause for discontinuance.
3. In cases of non-payment of charges due, the Customer will be given five (5) days written notice via first class mail that disconnection will take place. Disconnection may take place at any time within five (5) business days of mailing of the notice.
4. Customer may be given an opportunity to make full payment of all undisputed charges by negotiating a mutually agreeable payment plan. If Customer breaks a payment plan with the Company, Company is not obligated to enter into any further plans. Service may be terminated in accordance with these procedures.
5. Service will not be discontinued on any non-business day where Carrier is not prepared to accept payment of the amount due and to reconnect.

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspection 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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.D. 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.

2.6 Billing Arrangements

2.6.A. Customers will be billed directly by Carrier or its intermediary.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) day after Carrier renders the bills.

2.6.C. Carrier may impose a late payment charge of 1.5% (18% per year) on any bill not paid within thirty (30) days of receipt by the Customer.

2.6.D. Carrier agrees to abide by all rules and regulations imposed upon it by the P.U.C. and applicable South Dakota law.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.8 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or End User, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges (Cont'd)

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

2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

The South Dakota Public Utilities Commission
State Capitol, 500 East Capitol Street
Pierre, SD 57501-5070
Telephone: (605) 773-3201
Facsimile: (605) 773-3809

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not generally require a deposit from the Customer. At Carrier's discretion, a deposit may be required in accordance with applicable South Dakota law.

2.11 Taxes

All federal excise taxes, FCC charges/fees and state and local sales taxes, are billed as separate line items on periodic bills and are not included in the quoted rates in this Tariff. Customer shall be responsible for all applicable taxes.

SECTION 3. DESCRIPTION OF SERVICES

3.1 1+ Inbound/Outbound Switched and Dedicated Long Distance Services

The Company offers 1+ inbound/outbound intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2 Long Distance Service Area

Company's long distance services are available in all equal access exchanges throughout the state.

3.3 Calling Card Service

The Company's Calling Card Service permits Customers to place calls utilizing Company issued Calling Cards for billing purposes.

3.4 Timing of Calls

3.4.A. Long distance, usage charges are based on the actual usage of the Company's service. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.4.B. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds for intrastate long distance calls. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.4.C. There is no charge for incomplete calls.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Local Exchange Service

The Company provides a Customer with a voice-grade communications channel and unique telephone number address(es) which enable the Customer to:

1. Place calls to any calling station in the local calling area as defined in this tariff;
2. Receive calls from any calling station in the local calling area as defined in this tariff;
3. Access Enhanced 911 Emergency Service of the underlying carrier;
4. Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
5. Access Operator Services;
6. Access Directory Assistance Services;
7. Place or receive calls to 800/888/877 telephone numbers;
8. Access Telecommunications Relay Service.

3.6 Local Exchange Service Area

- 3.6.A. Unless otherwise indicated in this tariff, the exchange areas for all customers whose premises are located in US West territory, will be the same as US West exchange areas.
- 3.6.B. The Company concurs with US West exchange areas and exchange maps listed in its respective Local Exchange Tariffs which are on file with the Commission.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Emergency Calls (Enhanced 911)

Allows Customers to reach the appropriate emergency services including police, fire and medical assistance. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the appropriate emergency services provider located closest to the Caller's location. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

Carrier has no control over the E911 services of its underlying carrier, and shall not be liable for any harm of any kind (including but not limited to damage to person, property or guests) for the failure of any E911 service.

3.8 Promotions

Carrier may from time to time offer promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotions are subject to P.U.C. Tariff approval.

SECTION 4. LONG DISTANCE RATES AND CHARGES

4.1 Long Distance Toll Usage Rates

The following are usage charges which apply to all 1+, direct dialed intrastate long distance calls. These rates are in effect 24 hours per day, 7 days a week.

4.1.A. Switched and Dedicated Inbound and Outbound Usage Rates \$.099/minute

4.2 Calling Card Usage Rates

Calling Card Usage Rates Calling card calls are billed in 6 second increments with and 18 second minimum.

<u>18 second minimum</u>	<u>6 second increments</u>
--------------------------	----------------------------

\$0.075	\$0.025
---------	---------

4.3 Directory Assistance

Per Use	\$0.50
---------	--------

SECTION 5 - Local Exchange Service

5.1 Service Charges

5.1.1 Nonrecurring Charges

A. General

1. A nonrecurring charge is a one-time charge made under certain conditions, to connect, move or change telephone service or facilities.
2. Nonrecurring charges, where applicable, are specified with services as stated in each section of this Tariff, unless otherwise specified or included in this section.
3. Nonrecurring charges apply, except as specified in this section or in other sections of the Tariff, to customer-initiated moves and changes of service and maintenance of inside wire. A change is when telephone service is changed at the customer's request.
4. Nonrecurring charges for moves or changes apply separately to each unit of service moved or changed.

Where the charge is the estimated cost of all moves, changes or rearrangements made at one time, apply the estimated cost as defined in Section 4.

5. To move items of service subject to Installation Charges, apply the Installation Charge unless otherwise specified, plus the applicable nonrecurring charges specified elsewhere in this Tariff.

B. Terms and Conditions

1. Nonrecurring charges do not apply for Company initiated work, including, but not limited to the following:
 - a. Public Access Line Service.
 - b. Telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
 - c. Work to move or change customer's telephone service if required and initiated by the Company.
 - d. Hotel Message Rate Trunks.
 - e. Service Stations.

SECTION 5 - Local Exchange Service

5.1 Service Charges (Cont'd)

5.1.1 Nonrecurring Charges (Cont'd)

B. Terms and Conditions (Cont'd)

2. Nonrecurring charges do not apply for the following customer initiated requests providing work is limited to that specified:

- a. Complete termination of service.
- b. Suspension of service without reference of calls.
- c. The "From" portion of work involved in a transfer of service from one to another premises.
- d. The temporarily detaching and subsequently reaffixing interior wiring or connecting block (without a change in location) incident to remodeling or rearrangement of furniture.
- e. The reestablishment of service following destruction of a customer's premises or a portion thereof resulting from explosion, fire, flood, storm, accident or the action of a public enemy. In such cases, and when possible, service up to and including the Network Interface will be reestablished without nonrecurring charges. At the customer's option, the reestablished service may be at an immediately occupied location or a subsequently occupied location.
- f. The establishment of Company-owned main service in place of stations formerly served by Service Station Companies.
- g. Disconnection and/or removal of the following items of service providing no other work subject to nonrecurring charges is involved:
 - Main or extension station lines.
 - Other items of service for which a recurring charge applies or substitutions of services that result in a reduction in recurring charges.

SECTION 5 -Local Exchange Service

5.1 Service Charges (Cont'd)

5.1.1 Nonrecurring Charges (Cont'd)

B. Terms and Conditions (Cont'd)

2. (Cont'd)

h. Establishing, changing or discontinuing arrangements for:

- Mail bill Address Arrangements
- Other special Billing Arrangements

i. Cancellation of Orders.

Changes in primary listings for either residence or business service due to a change in responsibility provided service and billing are continuous and no final bill is rendered.

Nonrecurring Charges apply, as appropriate, for change in class of service.

SECTION 5 - Local Exchange Service

- 5.1 Service Charges (Cont'd)
- 5.1.1 Nonrecurring Charges (Cont'd)
- 5.1.1.1 Terms and Conditions (Cont'd)

4 Nonrecurring Charges

- a. A nonrecurring charge is a one-time charge made under certain conditions, to connect, move or change telephone service or facilities.
- b. Nonrecurring charges, where applicable, are specified with services as stated in each section of the Tariff, unless otherwise specified or included in this section.
- c. Nonrecurring charges do not apply for the following customer initiated requests providing work is limited to that specified:

- Changes from one to another grade of service (one-, two-, four-party or rural service) including changes in wiring which may be required by such change in grade.

- d. Nonrecurring charges apply as appropriate for change in class of service.

e. Charges

	NONRECURRING CHARGE	
	RESIDENCE	BUSINESS
• Change due to regrading from business to residence service, each	\$9.55	\$10.00
• Change of any class of local service to any other class of local service[1]	\$9.55	\$10.00

(1) Does not apply to residence customers converting from flat rate service to measured service, measured service to flat rate service, or between any Local Measured Service offerings.

SECTION 5 - Local Exchange Service

5.1 Exchange Areas

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS

A. General

Extended Area Service entitles the customer to service without other charge to all access lines connected with a designated exchange, commonly called Extended Area Service. EAS refers to such service provided by means of special extended service circuits between the two exchanges.

Extended area service may not be terminated once established except through a termination plan that continues rates for a sufficient period of time after the investment is removed to recover costs. Such consideration may be made on a case-by-case basis.

Where EAS is provided, the exchanges with which it is provided are shown indented below the principal exchange.

EXCHANGE	RATE GROUP
Aberdeen	E
Cresbard(1)	
Fredrick(1)	
Mallota(1)	
Arlington	C
Lake Preston	
Belle Fourche	C
Nisland(1)	
W. Belle Fourche	
Canton-Fairview	C
Worthing(1)	
Cavour E	
Huron Iroquois	
Chamberlain	C
Pt. Thompson(1)	
Kimball(1)	
Pakwana(1)	
Rehance(1)	
Colman	C
Plaudreau	

(1) Non-Company Exchanges.

Issued: April 19, 2001

SECTION 5 - Local Exchange Service

5.2 Exchange Areas (Cont'd)

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP
Deadwood	E
Lead	
Spearfish	
Whitewood	
W. Spearfish	
DeSmet	C
Lake Preston	
Elk Point	A
Flandreau	C
Colman	
Harrisburg	F
Lennox[1]	
Sioux Falls Tea	
Hill City	G
Hermosa[1]	
Keystone[1]	
Rapid City	
Huron	E
Cavour	
Hitchcock[1]	
Iroquois	
Wolsey[1]	
Iroquois	E
Cavour	
Huron	
Lake Preston	C
Arlington (includes towns of Badger and Hetland)	
DeSmet	

[1] Non-Company Exchanges.

SECTION 5 - Local Exchange Service

5.2 Exchange Areas (Cont'd)

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP
Sioux Falls	I
Baltic[1]	
Brandon[1]	
Garretson[1]	
HarrisburgHartford[1]	
Tea Valley Springs[1]	
Redfield	C
Doland[1]	
Tulare[1]	
Colton[1]	
Crooks[1]	
Dell Rapids[1]	
Sisseton	C
Claire City[1]	
New Effington[1]	
Peever[1]	
Rosholt[1]	
Veblen[1]	
Spearfish	E
Deadwood	
Lead	
Whitewood	
W. Spearfish	
Sturgis	C
Tea I	
Harrisburg Lennox[1]	
Sioux Falls	
Timber Lake	B
Vermillion	C
Volga-Bruce	C
Brookings Municipal[1]	
Brookings Rural[1]	
Sinai[1]	

[1] Non-Company Exchanges.

Issued: April 19, 2001

SECTION 5 - Local Exchange Service

5.2 Exchange Areas (Cont'd)

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) PLANS (Cont'd)

EXCHANGE	RATE GROUP
Watertown	E
Castlewood[1]	
Florence[1]	
Hayti[1]	
Lake Norden[1]	
South Shore[1]	
Willow Lake[1]	
Whitewood	E
Deadwood	
Lead	
Spearfish	
W. Spearfish	
Yankton	E
Irene (Includes community of Mayfield)[1]	
Lesterville[1]	
Tabor[1]	
Wakonda (Includes towns of Gayville and Volin)[1]	

[1] Non-Company Exchanges.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

A. Application of Business and Residence Rates

General

- a. This section describes the application of business and residence rates.
- b. Business service is furnished to customers at a location that is primarily used for performing a business, trade or practice.
- c. Residence service is furnished at a location used primarily for domestic purposes.
- d. Where residence service is permitted in non-residential locations, such as at churches or elementary schools, only one-party service shall be provided within the base rate area. Also where shared usage with another party would not be practical, such as fraternity and sorority houses or similar locations, only one-party service shall be provided within the base rate area.
- e. Customers changing from business service to residence service will be assigned a different telephone number. Referral to the new residence number assigned will not be provided.

2. Business Service

Business rates apply at the following locations:

- Office, stores, factories and all other places of a strictly business nature
- Hospitals.
- Administrative locations of nursing homes and homes for the aged.
- Colleges and universities (excluding dormitories)
- Senior High, Junior High Schools and elementary schools.
- Day care centers.
- Administrative offices of church organizations such as denominational state or district headquarters. (Does not include individual churches.)

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

A.2. (Cont'd)

- Quarters occupied by charitable organizations, libraries, clubs, civic organizations and fraternal societies. Where the quarters of a club or fraternal society are infrequently used, such as for weekly meetings, and no attendant or administrative staff is provided, residence service may be installed. Fraternal societies, as here used, does not include college fraternity or sorority houses in which members lodge or board.
- At any location, including residence, where the customer advertises with a business listing, except when a residence number is an alternative call number in connection with a business telephone number.
- At any location provided to or through a reseller of local exchange service.

3 Residence Service[1]

Residence rates apply at the following locations:

- Private residences. This location typically contains cooking and sleeping facilities.
- Buildings which are a part of the customer's domestic establishment and used only for domestic purposes such as private garages, stables and boat houses.
- Private rooms or apartments including those located in hotels, clubs, nursing homes and homes for the aged where the service is confined.
- College dormitories, fraternity and sorority houses where the members lodge or board.
- Rooms occupied by clubs or fraternal societies which are infrequently used, such as for weekly meetings, and no attendant or staff is regularly provided (see also definition under Business Service).
- Churches, even though the telephone is to be used for church administrative purposes. See "Business Service" for administrative offices of church organizations.

[1] Except for schools and churches, Rotary Service will not be provided on residential service.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

B. Residence Individual Auxiliary Lines

1. During such period as a residence customer has a regular residence individual line in service at their place of dwelling, at the regular rate for the exchange involved, one or more residence individual auxiliary lines may be installed on the same premises and in the same dwelling unit for the use of the immediate family for whose use the initial residence individual line is in service.
2. Such residence individual auxiliary lines may not be numbered consecutively nor served on a rotary (hunting) basis with the primary service. They may be nonlisted or nonpublished according to usual practice, if desired, and are furnished at a monthly rate, equal to the monthly rate for a residence one-party (flat rate) line, as covered following for the exchange in which furnished. In zoned areas or exchanges, the rate is related to the zone rate for such service; otherwise extra exchange line mileage charges apply.

5.3.1 MEASURED SERVICE

A. Residence Only Service

1. Description

Residence only service is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available. The rates for usage vary based on the number of local messages, the duration (holding time) of each message, the distance between calling and called numbers, and the time of day the call is made.

2. Terms and Conditions

- a. One-party residence subscribers in exchanges with the necessary measuring capabilities will have an option of maintaining their current telephone service or subscribing to Residence only service.
- b. In exchanges where this service is offered, multiparty service will be obsolete, except where limited by outside plant facilities. Those customers who currently subscribe to multiparty service will be allowed to retain such service at their present location.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service

A.2 (Cont'd)

- c. Nonrecurring charges do not apply to residence customers converting from flat rate service to measured service, measured service to flat rate service, or between any Local Measured Service offerings.
- d. Residence only local usage charges will not apply to calls placed on the Measured Service line to the Company Business Office, Repair Service, Directory Assistance, or to 911 or "O" for Emergency Agencies, such as Police, Fire, Rescue or Ambulance.
- e. Residence only and flat rate service will not be allowed for business customers on the same premises, with the exception of
 - (1) The non-administrative, inward terminations at a Telephone Answering Bureau.
 - (2) A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal service exchange.
 - (3) The selection of either flat rate service or measured service for all administrative lines of a Radio Carrier.
- f. The following services are not offered the option of subscribing to Residence Only.
 - (1) Non-administrative lines of Radio Carriers.
 - (2) Business Service.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

A. Residence Only Service (Cont'd)

3. Rates and Charges

a. The maximum one-party monthly billing or fixed monthly rates and usage charges for sent paid local calls originating on this service line will not exceed 150 percent of the current one-party residence flat rate charges. Sent paid local calls include Dial Station-to-Station, Operator Station-to-Station and Person-to-Person calls.

b. The following rates and charges are applicable to individual line Residence Only Service.

	NONRECURRING CHARGE	MONTHLY RATE
(1) Rate Groups A, C, E, G and I		
• Each line	\$25.00	\$11.05
(2) Rate Groups B and D[1]		
• Each line		
- BRA	25.00	8.00
- OBRA	25.00	11.00

c. The basic monthly rates for Residence only service include usage allowances as follows:

	USAGE ALLOWANCE
• Each line	\$2.50

(1) The method of applying the usage allowance will be as shown following:

- The usage allowance is applied only toward sent paid usage charges accumulated above.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

[1] See Rates and Charges specified in the following for applicable Touch-Tone charges.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

A.3. (Cont'd)

d. The following usage charges apply for local calls over the call allowance:

CALL AREA	DEFINITION[1]	INITIAL MINUTE FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Intraexchange EAS	\$0.05	\$0.010
B	0 - 22 Miles	\$0.07	\$0.020
C	23 - 30 Miles	\$0.09	\$0.025
D	31 - 40 Miles	\$0.11	\$0.030
E	41 - 55 Miles	\$0.13	\$0.035

Local calls to points within the Residence Areas customer's exchange are considered intraexchange calls.

For this Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).

e. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

[1] Local calls to points outside the measured service customer's exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

A.3. (Cont'd)

h. Measured Usage Charges

- (1) Measured usage charges are applicable to local messages completed on a dial station-to-station basis.
- (2) The initial period rate is the rate in effect at the time the connection is established. The rate for each additional period is the rate in effect at the beginning of each additional period.
- (3) Measured usage charges accumulate on a monthly basis commencing on the billing date.

i. Initial and Additional Periods

- (1) Initial period usage charges are for a connection of one minute or any fraction thereof.
- (2) Additional period usage charges are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

j. Determining Usage Charges

- (1) Refer to the usage charge table.
- (2) If the call is during the discount period as defined in the rate discount and application period table, apply the percent discount.

k. Discounts

- (1) The discount for the reduced rate period given in the rate discount and application period table following is expressed as a percent reduction of the sum of the initial and additional period charges calculated at the rates published in the usage charges table and is applied to message connections established during the period indicated in the rate discount and application period table.
- (2) The initial period discount is the discount in effect at the time the connection is established. The discount for each additional period is the discount in effect at the beginning of each additional period.

Issued: April 19, 2001

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

A.3. (Cont'd)

l. Rates Applicable on Certain Holidays

On New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply.

m. Local Discount Time Periods

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
9:00 AM	Day Rate Period						
9:00 PM	Full Rate						
9:00 PM	Evening, Night and Weekend Rate Period						
9:00AM	50% Discount						

- Discounts do not apply to operator service charges.
- Discounts apply to initial minute and additional minutes.

B. Hourly Usage Package Service (Residence Only)

1. Description

Hourly Usage Package Service is local exchange service for which rates are based upon exchange access and usage.

2. Terms and Conditions

- a. Hourly Usage Package Service is available to residence customers in exchanges where central office facilities are available.
- b. In an exchange where Hourly Usage Package Service is offered, multiparty service will no longer be offered, except where limited by outside plant facilities. Those customers who currently subscribe to multiparty service will be allowed to retain such service at their present location.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

B.2. (Cont'd)

c. The following services are not offered the option of subscribing to Hourly Usage Package Service:

- Multiparty Service
- Business Service

3. Rates and Charges

a. The following rates and charges are applicable to individual line Hourly Usage Package Service.

(1) Rate Groups A, C, E, G and I

PACKAGE	NONRECURRING CHARGE	MONTHLY RATE
• 3 Hour Package	\$25.00	\$11.05 (1)
• 6 Hour Package	\$25.00	\$13.15
• 9 Hour Package	\$25.00	\$15.25 (1)

(2) Rate Groups B and D[1]

• 3 Hour Package	\$25.00	\$ 8.00
- OBRA	\$25.00	\$11.00
• 6 Hour Package		
- BRA	\$25.00	\$10.10
- OBRA	\$25.00	\$13.10
• 9 Hour Package		
- BRA	\$25.00	\$12.20
- OBRA	\$25.00	\$15.20

b. The Hourly Usage Package Service additional usage charge is for each sent paid local calling minute exceeding the package rate. The timing of local messages is as specified in section C.3 following.

	USAGE CHARGE
• Additional usage charge, per minute	\$0.02

[1] See Rates and Charges specified in the following for applicable Touch-Tone charges.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

B.3. (Cont'd)

- c. Hourly Usage Package Service usage charges will not apply to calls placed on an Hourly Usage Package Service line to the Company Business Office, Repair Service, Directory Assistance, or to 911 or "O" for Emergency Agencies, such as police, fire, rescue or ambulance.
- d. Each Hour package includes an hourly usage allowance.
- The method of applying the hourly usage allowance is the same as additional usage and:
- The usage allowance is applied only toward sent paid usage charges.
 - No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.
- e. Nonrecurring charges do not apply to residence customers converting from flat rate service *or* measured service, measured service to flat rate service, or between any Local Measured Service offerings.
- f. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C. Service Business Only

1. Description

Business only service is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available. The rates for usage vary based on the number of local messages, the duration (holding time) of each message, the distance between calling and called numbers, and the time of day the call is made.

2. Terms and Conditions

- a. In exchanges where this service is offered, multiparty business service is no longer offered except where limited by facilities or equipment. Those customers who currently subscribe to multiparty business service will be allowed to retain such service at the current location.
- b. Nonrecurring charges, specified in section 5.1 will not apply for conversion to this service or for conversion back to the previous service within 12 months of the date at which this service is offered in the central office serving the customer. After this 12-month period, nonrecurring charges will apply to conversions from measured to flat-rate services.
- c. Business only service usage charges do not apply to calls placed to the Company Business Office, Repair Service, Directory Assistance, 911 or "O" for Emergency agencies such as police, fire, rescue or ambulance, or to long distance.
- d. Combinations of this service and flat rate service will not be allowed on the same premises, with the exception of
 - The non-administrative, inward terminations at a Telephone Answering Bureau.
 - A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal serving exchange for the Measured Service lines.
 - The selection of either flat rate service or measured service for all administrative lines of a Radio Carrier.
- e. Usage billing will be on a bulk basis.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C. Service Business Only (Cont'd)

3. Rates and Charges

a. The following rates and charges are applicable to individual line Business Only Service.

	NONRECURRING CHARGE	MONTHLY RATE
(1) Rate Groups A, C, E, G and I		
• Each line	\$47.00	\$28.65
(2) Rate Groups B and D[1]		
• Each line		
- BRA	\$47.00	\$25.00
- OBRA	\$47.00	\$28.00

c. The basic monthly rates for Business only service include usage allowances as follows:

	USAGE ALLOWANCE
• Each line	\$5.00

The method of applying the usage allowance will be as shown following:

- The usage allowance is applied only toward sent paid usage charges accumulated above.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

[1] See Rates and Charges specified in the following for applicable Touch-Tone charges.

Issued: April 19, 2001

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C.3. (Cont'd)

e. The following usage charges apply to business only service in addition to the above rates for completed calls which are originated on the Business Only lines:

CALL AREA	DEFINITION[1]	INITIAL MINUTE FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Intraexchange EAS	\$0.05	\$0.010
B	0 - 22 Miles	\$0.07	\$0.020
C	23 - 30 Miles	\$0.09	\$0.025
D	31 - 40 Miles	\$0.11	\$0.030
E	41 - 55 Miles	\$0.13	\$0.035

For Business Only Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).

d. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

e. The timing of local messages is the same as specified for Residence Only Service.

[1] The exchange usage charges shown will be discounted based on time of day and day of week originated as specified elsewhere.

[2] Local calls to points within the Business Only Customer's Exchange are considered intraexchange calls. Local calls to points outside the Business Only Customer's Exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C.3. (Cont'd)

f. Rates Applicable on Certain Holidays

On Christmas Day, New Year's Day, Independence Day, Thanksgiving Day and Labor Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply.

g. Local Discount Time Periods

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
9:00 AM	Day Rate Period						
9:00 PM	Full Rate						
9:00 PM	Evening, Night and Weekend Rate Period						
9:00AM	50% Discount						

- Discounts apply to initial minute and additional minutes.
- Discounts do not apply to operator service charges.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

D. Hearing or Speech Impairment Discount

Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate by a Telecommunications Device for the Deaf (TDD) - sometimes referred to as a teletypewriter or TTY device - will receive, upon written application to the Company, credit on day, evening, and certain night rates intrastate dial station-to-station calls from a certified account premises where a TDD is located.

The credit given for these dial station-to-station calls will be a 35% discount of the full day rates for 9 a.m. to, but not including, 9 p.m. weekdays, a 60% discount of the full day rate for 9 p.m. to, but not including, 9 a.m. weekdays and all hours for weekends. For certain holidays as specified below, the 60% discount will apply unless a lower rate as specified earlier in this paragraph would apply.

For a customer with more than one line or trunk, written application will be required for each line or trunk.

The billing period for this discount will be determined by the toll billing date. The customer will receive the discount at the beginning of the next toll billing period after application approval. The customer has the option of withdrawing at either the beginning or ending of the billing period. A nonrecurring charge does not apply to establish this service.

SECTION 6 - CUSTOM CALLING FEATURES

All the following rates are charged on a per month. For any service there is a one-time installation fee. The installation fees are the same for all of the custom calling services except Voice Mail

	<u>Residential</u>	<u>Business</u>
Installation Fees	\$10.00	\$20.00
Call Waiting	\$5.00/month	\$5.00/month
Call Forwarding	\$3.00/month	\$3.50/month
Busy Line	+\$1.85/month	+\$3.00/month
Three Way Calling		\$4.00/month
Per Use	\$0.75	\$0.75
Speed Dialing		
8 code	\$2.00/month	\$3.00/month
30 code	\$3.00/month	\$4.00/month
Distinctive Ring	\$1.00/month	\$1.00/month
Repeat Dialing	\$3.50/month	\$3.50/month
Per Use	\$0.75	\$0.75
Caller ID with Name	\$6.95/month	\$6.95/month
Call Trace		
Per Activation	\$1.55	\$1.55
*69	\$2.95/month	\$3.00/month
Per Use	\$0.75	\$0.75
Call Waiting ID	\$1.00/month	\$1.00/month
Voice Mail	\$6.95/month	\$12.75/month

NOS COMMUNICATIONS, INC.

EXHIBIT F

Outline of Sales Training Program

Applicant's Sales Training Program consists of the following practices

- A) Prescreen Phone Interview
- B) One (1) Hour On-site Interview
- C) Two (2) Training Sessions
- D) Six (6) hours of classroom and in-the-field coaching comprised of Face-to-Face and Event Sales.

Each prescreen phone interview follows the same script with the objective of offering the most qualified candidates an opportunity to schedule the On-site interview. The On-site interview includes a forty-five (45) minute dialogue to discuss Applicant's Face-to-Face sales program, its service, and review the candidate's past experience.

Candidate is also required to complete an employment application. This application is forwarded to Applicant's Human Resources Consultant. All candidates for sales positions must pass a comprehensive background check.

Once the Candidate has passed the 2 interviews and the background check, he/she is required to go through 6 hours of rigorous classroom and in-the-field training. Candidates meet with a Training Coach, who teaches them the standard sales script. Candidates are videotaped giving the sales presentation, and each candidate's performance is viewed by the Coach and fellow candidates. Candidates also are required to review and know all the features and benefits of the Applicant's program.

After Candidates have successfully completed the classroom portion of the training, each candidate must go through 2 hours of in-the-field training, where they work one-on-one and in small groups with their Training Coach. The initial training is concluded with a final 2 hour classroom debriefing. Candidates are encouraged to discuss issues raised by their in-the-field experience, and to effectively and accurately communicate the Company's message and product.

NOS COMMUNICATIONS, INC.

EXHIBIT G

Cost Support Information

SOUTH DAKOTA PROJECTED REVENUES
LOCAL SERVICE

ESTIMATED CUSTOMERS

1 ST YR.	2 ND YR.	3 RD YR.	4 TH YR.	5 TH YR.
184	203	224	246	272

ESTIMATED ANNUAL REVENUES

\$39,627	45,110	51,072	57,658	65,280
----------	--------	--------	--------	--------

ESTIMATED ANNUAL EXPENSES

\$20,606	23,458	26,557	29,982	33,946
----------	--------	--------	--------	--------

ESTIMATED EARNINGS BEFORE INTERESTS & TAXES

\$19,021	21,653	24,515	27,667	31,334
----------	--------	--------	--------	--------

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of April 19, 2001 through April 25, 2001

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

CT01-015 **In the Matter of the Complaint filed by Delores Denke, Rapid City, South Dakota, against Qwest Corporation Regarding Deceptive Practice.**

The Complainant alleges that she was not made aware of the distinction between interstate and intrastate providers. The Complainant further states that she was not aware that Qwest was her instate provider and feels that Qwest has taken advantage of her by not making it clear that they offered instate long distance automatically. The Complainant requests that Qwest be responsible for the charges on her phone bill and that Qwest notify all customers that there is a difference in instate and out of state providers.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Filed: 04/19/01
Intervention Deadline: N/A

TELECOMMUNICATIONS

TC01-043 **In the Matter of the Application of NOS Communications, Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.**

NOS Communications, Inc. (NOS) is seeking a Certificate of Authority to provide local exchange telecommunications services throughout South Dakota. NOS intends to offer all forms of local services, including measured, flat rate, PBX, Centrex, and value added service on a facilities-based and resold basis.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 04/19/01
Intervention Deadline: 05/11/01

TC01-044 **In the Matter of the Application of T-NETIX Telecommunications Services, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

T-NETIX Telecommunications Services, Inc (T-NETIX) is seeking a Certificate of Authority to provide intrastate interexchange telecommunications services throughout South Dakota. T-NETIX intends to offer specialized call processing and other services to the corrections industry. The services will be limited to collect calls initiated by inmates from coin telephones in correctional facilities. T-NETIX will offer call control features including: one-way, out-going only service; blocked access to "411", 800/ 888/877, 900 and other calls; caller ID blocking to outside parties, and call recording and management.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 04/23/01
Intervention Deadline: 05/11/01

Telecommunications
E-Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Corporate Litigation
General Business Law

The Helein Law Group, P.C.

8180 Greensboro Drive
Suite 700
McLean, VA 22102

(703) 714-1300 (Telephone)
(703) 714-1330 (Facsimile)
mail@helein.com

Management Consulting Group
Global Telecompetition Consultants, Inc. (GTC)
(703) 714-1320 (Telephone)

Writer's Direct Dial Number
(703) 714-1318

RECEIVED

MAY 10 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Writer's E-mail Address
jwagner@helein.com

May 9, 2001

Via Overnight Delivery

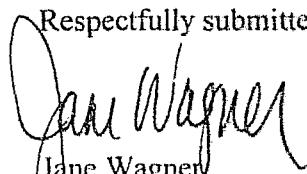
Mr. William Bullard, Executive Secretary
South Dakota Public Utilities Commission
State Capitol, 500 E. Capitol Avenue
Pierre, SD 57501

Re: South Dakota Public Utilities Commission Docket TC01-043

Dear Mr. Bullard:

Pursuant to your request, we are supplementing NOS Communications, Inc.'s ("NOS"), Registration for Authority to Provide Intrastate Telecommunications Services previously filed with the Commission. To that end, please find an original and ten (10) copies of NOS's Amended Registration for Authority.

Please date-stamp the extra copy and return it in the enclosed postage-prepaid envelope. Should you have any questions with respect to this matter, please contact me.

Respectfully submitted,

Jane Wagner

Enclosures

BEFORE THE
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

RECEIVED

MAY 1 0 2001

Amended Registration of)
NOS Communications, Inc.)
Authority to Provide)
Intrastate Telecommunications)
Services within South Dakota)
_____)

Docket No. TC01-043

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, NOS
Communications, Inc. ("NOS" or "Applicant") submits the following registration information:

1. The name, address and telephone number of the applicant.

NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121
Phone: (702) 547-8692
Toll-Free: (800) 455-4667
Fax: (702) 547-8546

2. List of corporate officers:

Joseph T. Koppy
President
4380 Boulder Highway
Las Vegas, NV 89121
Phone: (702) 547-8692
Toll-Free: (800) 455-4667

Michael W. Arnau
CEO
4380 Boulder Highway
Las Vegas, NV 89121
Phone: (702) 547-8692
Toll-Free: (800) 455-4667

Randy Lemmo
Vice President of Operations
4380 Boulder Highway
Las Vegas, NV 89121

Phone: (702) 547-8692
Toll-Free: (800) 455-4667

3. The name under which the Applicant will provide these services if different than in Section (1):

Not Applicable.

4. If the applicant is a corporation:

(a) The location of its principal office, if any, in this state and the name and address of its current registered agent.

Principal office in South Dakota: None

Registered Agent: Corporation Service Company
503 South Pierre Street
Pierre, South Dakota 57501

(b) The names and addresses of the ten common stockholders who hold 30% or more shares of common stock.

% Ownership

Rosette Delug	50%
Robert Lichenstein	50%

(c) The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority.

The Company was formed as a Corporation under the laws of the State of Maryland on November 15, 1989. Applicant's certificate of authority to transact business in South Dakota is included as Exhibit A. NOS's Articles of Incorporation are attached as Exhibit A.

5. A description of the applicant's experience providing telecommunications services in South Dakota or in other jurisdictions.

South Dakota granted NOS authority to provide long distance telecommunications services on June 24, 1992. In addition, NOS is currently authorized to provide resold intrastate

interexchange telecommunications services in all 48 lower states. NOS was also authorized to provide resold local exchange telecommunications services in:

California on November 19, 1998;
Georgia on March 15, 1999;
Illinois on March 26, 1999;
Indiana on September 16, 1998;
Kentucky on January 12, 2000;
Maryland on March 29, 2000;
Massachusetts on July 26, 1998;
Michigan on March 22, 1999;
Nevada on November 16, 1998;
New York on September 25, 2001;
New Jersey on December 4, 1998;
Ohio on July 18, 1999;
Pennsylvania on October 18, 1999;
South Carolina on September 1, 2000;
Texas on March 14, 1999;
Virginia on June 4, 1999;
Washington on June 3, 1999.

6. The names and addresses of subsidiaries owned or controlled by the applicant.

Not applicable.

7. A specific description of the telecommunications services the applicant intends to offer.

Applicant seeks to provide facilities-based local exchange and regional toll telecommunications services throughout the State of South Dakota in accordance with the Federal Telecommunications Act of 1996 (the "1996 Act"). Applicant will initially provide service on a resale basis, and will migrate to facilities when revenue stream permits such transition. Applicant proposes to provide telecommunications services, which may include but are not limited to the following:

- Basic Residential Exchange Services (Local Exchange Flat Rate, Measured Rate Service, Operator Access)

- Residential Custom and Class Features (call waiting, caller ID, call forwarding, call blocking, speed calling, etc.)
- Basic Business Exchange Services
- Business Custom Calling and Class Features
- Adjunct Provided Features (voice messaging, etc.)
- Business and Residential Ancillary Services (911, E911, 411, Relay Service, directory listing, directory assistance, etc.)

All services are available twenty-four (24) hours per day, seven (7) days a week. Applicant will use unbundled network platform, including link, transport, signaling, switching and collection.

a. Information indicating the classes of customers the applicant intends to serve:

NOS intends on providing competitive service to South Dakota residences and businesses.

b. Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale.

Applicant intends to offer facilities-based service when revenue stream permits and intends to purchase UNE-P. Applicant will offer resold services after the interconnection agreement with Quest is finalized.

c. A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers.

See response to 7(b).

d. Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.

NOS requests an Emerging Competitive classification for its services. NOS will offer competitive resold intrastate service within the State of South Dakota. These services are similar to and substitutes for telecommunications services provided by numerous other

carriers in the state.

8. A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected use of the equipment.

NOS will use unbundled network platform, including link, transport, signaling, switching and collection.

9. The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.

NOS intends to offer service in the urban, more populated areas of South Dakota. NOS will not offer service in rural areas. NOS concurs with the map and service areas of the incumbent local exchange carriers in South Dakota, as filed in their tariffs.

10. Information regarding the technical competence of the applicant to provide its proposed local exchange services.

Applicant has the technical and managerial qualifications to provide Local Services in the State of South Dakota. To further this assertion, Applicant provides summaries of management and key staff members in Exhibit B.

11. Information explaining how the applicant will provide customers with access to emergency services.

Applicant intends to use the E911 service of its underlying carrier.

12. A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; the terms and conditions of service; the access charges and a copy of the applicant's tariff book.

NOS has the financial resources to successfully provide intrastate resale telecommunications services in South Dakota. In support of NOS' financial ability to provide the services it proposes, financial statements are offered at Exhibit C. Applicant considers this information proprietary and confidential and, therefore, files it under seal. See Motion for Protective

Order at Exhibit D

- 13. A tariff or price list indicating the prices, terms, and conditions of each contemplated local service offering.**

The terms and conditions of service, as well as all rates and charges are provided in NOS' proposed tariff in Exhibit E.

- 14. Supporting cost data for Initial Filing.**

NOS will charge rates that will enable it to make a profit and will not undercharge in order to disadvantage its competitors. Additional cost data is provided in Exhibit F.

- 15. A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.**

Applicant plans to initially market its services in South Dakota through targeted mass media, direct mail programs, and an Internet-based marketing campaign. NOS has in place a rigorous training program for its sales personnel. See outline of program attached as Exhibit G. Company will target the residential and small business market.

- 16. The date applicant expects to meet the service obligations for rural areas.**

For resold service, NOS will offer rural service offered by its underlying carrier.

- 17. A list of states in which applicant is registered or certified to provide telecommunications services.**

Applicant is currently authorized to provide resold intrastate, interexchange telecommunications services in all 48 lower states. Applicant is also currently authorized to provide resold local exchange telecommunications services in Arizona, California, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Nevada, New

York, New Jersey, Ohio, Pennsylvania, South Carolina, Texas, Virginia, and Washington. Applicant either has applications pending or is in the process of filing applications in the following states: Arkansas, Colorado, Connecticut, Delaware, D.C., Florida, Idaho, Iowa, Kansas, Maine, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Mexico, N. Carolina, N. Dakota, Oklahoma, Oregon, Rhode Island, S. Dakota, Tennessee, Utah, Vermont, Wisconsin, and Wyoming.

- 18. The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters.**

For correspondence concerning this application:

The Helgin Law Group, P.C.
2180 Greensboro Drive, Suite 700
McLean, VA 22102
Phone: (703) 714-1300
Fax: (703) 714-1330

For correspondence concerning ongoing operations:

Gleon T. Stockton
Chief Counsel, Tariff and Regulatory Affairs
NCS Communications, Inc.
4380 Boulder Highway
Las Vegas, Nevada 89121
Phone: (702) 547-8692
Fax: (702) 547-8546

- 19. Information on how applicant intends to bill and collect charges from its customers.**

Applicant will charge rates that will enable it to make a profit and will not undercharge in order to disadvantage its competitors.

- 20. Information concerning applicant's policies relating to the solicitation of new customers.**

Applicant ensures that new customers affirmatively select the Applicant in the following

~~number~~: Applicant verifies customer requests to change their presubscribed local exchange carrier in two (2) ways. First, Applicant requires that all customers sign a Letter of Authorization (LOA) when signing up. Customers are also required to initialize each service they wish to obtain. Customers are only given the service where that are initialized. This LOA authorizes Applicant to process an order. When the LOA is obtained and submitted by our sales staff to the provisioning department we check to make sure that the person who signed up is the Customer of Record (COR). If the name on the account does not match the name on the LOA, the LOA is rejected and no changes are made on the account. The second way that Applicant verifies customer requests to change their presubscribed local exchange carrier is through use of an independent offsite third party verification system. Customers who call in to sign up via telephone are connected to this independent company. A representative of the Verification Company speaks with the customer, and asks certain questions (e.g. name, mother's maiden name) and whether or not the customer wants to switch. Only after this is completed will the switch take place. The tape is kept afterwards as proof of the switch. If customers have questions about their account, they may call our 24 hour per day/7 days a week toll free customer service hotline. If there is ever a question about an account, the customer will always have access to a company representative.

21. The number of complaints filed against the applicant regarding the unauthorized switching of a customer's telecommunications provider.

Within the last five years, no final decision has been entered by any court or regulatory body regarding Applicant's provision of local exchange telecommunications services that resulted in: (a) assessment of civil penalties; (b) assessment of criminal penalties; (c) injunctive relief; (d) corrective action; (e) reparations; (f) initiation of a show cause; (g) initiation of a disciplinary action, including

but not limited to, proceedings to limit or to place restrictions on any authority to operate or to provide a service; or (h) any combination of the foregoing.

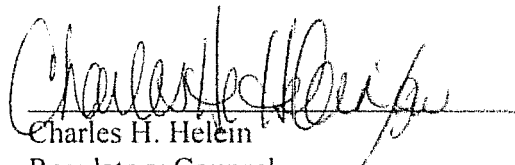
As a nation-wide interexchange long distance carrier with hundreds of thousands of small business customers, Applicant has, from time to time, issued refunds to its customers in excess of \$100 dollars but these refunds were never at the express direction of a regulatory body or court. Applicant also, from time to time, has been asked by state regulatory bodies to alter or amend its marketing materials and alter or amend sections of its filed tariffs that govern its intrastate interexchange services. Applicant fully complied with all of the requests and is unaware of a state regulatory body that had to enter a formal "decision" with respect to the said marketing materials or tariff revisions.

22. Federal tax identification number. 52-1656042

As evidenced by the foregoing information and information previously submitted, NOS is fully qualified to offer and provide local exchange service within the state of South Dakota. Therefore, NOS respectfully requests that the Commission grant this application at its earliest convenience.

Dated this 9th day of May, 2001.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Charles H. Helein", written over a horizontal line.

Charles H. Helein
Regulatory Counsel
The Helein Law Group
8180 Greensboro Drive
Suite 700
McLean, Virginia 22030

NOS COMMUNICATIONS, INC.

EXHIBIT A

Articles of Incorporation
&
Certificate of Authority to Transact Business in South Dakota

LIBER0826 FOLIO797

STATE DEPARTMENT OF ASSESSMENTS
AND TAXATION

APPROVED FOR PAYMENT

11-15-84 at 8:32 a.m.

ARTICLES OF INCORPORATION

J

(1)

NOS COMMUNICATIONS, INC

FIRST: The undersigned, James W. Nowak, whose post office address is 17 West Jefferson Street, Suite 202, Rockville, Maryland 20850, being at least eighteen (18) years of age, does hereby associate himself as incorporator with the intent of forming a corporation under and by virtue of the General Corporate Laws of the State of Maryland.

SECOND: The name of the Corporation (which is hereinafter called "Corporation") is NOS Communications, Inc.

THIRD: The purposes for which the Corporation is formed are as follows:

1. To engage in the business of marketing on a commission basis telephone services and usage on behalf of service providers.

2. To do anything permitted by Section 2-103 of the Corporations and Associations Article of the Annotated Code of Maryland, as amended from time to time.

FOURTH: The post office address of the principal office of the Corporation in this State is Suite 508, 6110 Executive Blvd., Rockville, Maryland, 20852. The name and post office address of the Resident Agent of

CLERK'S OFFICE
MONTGOMERY COUNTY, MD

1984 NOV 15 P 8:32

the Corporation in this State is Eugene Sandler, # 11, Monterra Ct, Rockville, Maryland, 20850. Said Resident Agent is an individual actually residing in this State.

FIFTH: The total number of shares of capital stock which the Corporation has authority to issue is One Thousand (1000) shares, without par value, all of one class and designated as Common Stock.

SIXTH: The number of Directors of the Corporation shall be three (3), which number may be increased or decreased pursuant to the By-Laws of the Corporation, but the number of Directors shall never be less than three (3), unless the number of stockholders is less than three in which case the number of directors shall be the same as the number of shareholders.

The names of the Directors who shall act until the first annual meeting of the stockholders or until their successors are duly chosen and qualified are:

Eugene Sandler
Richard Kay

SEVENTH: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers and/or rights of the Corporation and of its Directors and/or stockholders:

A. The Board of Directors of the Corporation is hereby empowered to authorize and issue, from time to time, shares of

its stock, of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class or classes, whether now or hereafter authorized.

(2) The Board of Directors of the Corporation may classify or reclassify any unissued shares by fixing or altering in any one or more respects, from time to time before issuance of such shares, the preferences, rights, voting powers, restrictions and qualifications of, the dividends on, the time and prices of redemption of, the dividends on, the time and prices of redemption of, and the conversion rights of, such shares.

The enumeration and definition of a particular power of the Board of Directors included in the foregoing shall in no way be limited or restricted by reference to or inference from the terms of any other clause of this or any other article of the Charter of the Corporation, or construed as or deemed by inference or otherwise in any manner to exclude or limit any powers conferred upon the Board of Directors under the general Laws of the State of Maryland now or hereafter in force.

EIGHTH: Except as may otherwise be provided by the Board of Directors of the Corporation, no holder of any shares of stock of the Corporation shall have any pre-emptive right to purchase, subscribe for, or otherwise acquire any

shares of stock of the Corporation of any class now or hereafter authorized, or any securities exchangeable for or convertible into such shares, or any warrants or other instruments evidencing rights or options to subscribe for, purchase or otherwise acquire such shares.

NINTH: (1) As used in this Article NINTH, any word or words that are defined in Section 2-418 of the Corporations and Associations Article of the Annotated Code of Maryland (the "Indemnification Section"), as amended from time to time, shall have the same meaning as provided in the Indemnification Section.

(2) The Corporation shall indemnify a present or former director or officer of the Corporation in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section.

(3) With respect to any corporate representative other than a present or former director or officer, the Corporation may indemnify such corporate representative in connection with a proceeding to the fullest extent permitted by and in accordance with the Indemnification Section; provided, however, that to the extent a corporate representative other than a present or former director or officer successfully defends on the merits or otherwise any proceeding referred to in subsections (b) or (c) of the Indemnification Section or

any claim, issue or matter raised in such proceeding, the Corporation shall not indemnify such corporate representative other than a present or former director or officer under the Indemnification Section unless and until it shall have been determined and authorized in the specific case by (i) an affirmative vote at a duly constituted meeting of a majority of all the votes cast by stockholders who were not parties to the proceeding, that indemnification of such corporate representative other than a present or former director or officer is proper in the circumstances.

WITNESS WHEREOF, I have signed these Articles of Incorporation this 8th day of November, 1989, and I acknowledge the same to be my act.

WITNESS:

C. Henry Lewis James W. Nowak

NOS COMMUNICATIONS, INC.

EXHIBIT B

Summaries of Management and Key Staff Members

RANDY LEMMO
VICE PRESIDENT OF OPERATIONS
NOS COMMUNICATIONS, INC.

Executive Summary

Vice President of Operations, NOS Communications, Inc. (3/98 to present)

Mr. Lemmo currently serves as Vice President of Operations at NOS Communications. He is responsible for the day to day operations, which includes Provisioning, Data Entry, Quality Assurance, Reject Resolutions, and Customer Care.

Director of Operations, UStel, Inc. (7/93 - 8/95 & 9/96 - 3/98)

- Responsible for day to day operations which included Customer Care, Dedicated Service Provisioning and Switched Access Provisioning
- Implemented Feature Group D Sub-CIC project for Wholesale accounts. Worked closely with Local Exchange Carriers and Wholesale Service Provider to insure smooth network transition.
- Responsible for Network CIC Deployment for California Base of Customers to Partitioned DMS Switch.
- Responsible for establishing Customer Care Service Center Policies and Procedures.

Dedicated Services Manager, WCT Communications, Inc (1991 - 1993)

Responsible for Provisioning of Dedicated Service orders for high volume direct sales channels as well as wholesale reseller customers. Developed and maintained departmental policies and procedures with regards to service establishment and interaction between Customer's equipment service provider and company technicians. Ultimately responsibilities increased to include direct supervision of Outside Service Technicians within the state of California.

Supervisor, Local Service Consulting Group, FCT, Inc. (1990-1991)

Responsible for providing value-added proposals to existing long distance customers, to include auditing local services provided by various local exchange customers nationwide. Ultimately provided consulting services for local products to include Centrex, equipment and general Local Exchange Carrier Products and Services.

Education

Ohio University, Athens, Ohio (1986-1989)

BS - Communications, Corollary Studies in Interpersonal Communications & Management

Michael W. Arnau
CEO
NOS Communications, Inc.

Executive Summary

CEO - NOS Communications, Inc. (1/93 to present)

Mr. Arnau currently serves as the company's Chief Executive Officer. He is responsible for strategic planning, as well as the company's day to day operations. Mr. Arnau joined the company in January, 1993 as its Chief Operating Officer, and was subsequently promoted to his current position in May, 1995.

Executive Vice President - Communications Savings, Inc. (3/90 - 10/92)

- Designed and managed all back office operations including provisioning, customer care, maintenance, and collections.
- Managed all carrier (AT&T) and LEC relations.

National Account Manager - AT&T (4/83-11/89)

- Responsible for directing account team in marketing and implementing AT&T's products and services to Fortune 100 companies.

Account Executive - Data Systems Specialist - Southern Bell (12/78 - 4/83)

- Responsible for sales and installation coordination of Bell voice and data products and services.

Marketing Representative - NCR Corporation (10/77-12/78)

- Responsible for selling computer hardware and software systems to the wholesale distribution industry.

Education

University of Florida (1973-1977)
B.S. - Finance

JOE KOPPY
PRESIDENT
NOS COMMUNICATIONS, INC.

Executive Summary

President - NOS Communications, Inc. (11/95 to present) -

Mr. Kopyy currently serves as President of NOS Communications. He is responsible for developing financial budgets and forecasts, participates in the negotiations of all contracts and agreements and maintains relationships with financial institutions and other vendors. He manages information systems, billing, collections, human resources, accounting and finance and general telecommunications for NOS. Mr. Kopyy joined NOS in 1995 as Chief Financial Officer and was subsequently promoted to his current position.

Vice President - IDB Mobile Communications, Inc. (9/91 to 11/95)

- Responsible for all accounting, finance, information systems, human resources and office administration functions of IDB Mobile Communications, a satellite communications provider
- Represented IDB Mobile internationally as a member of a joint venture (UK, Canada, Hong Kong and CIS), as well as various committees for INMARSAT (UK)
- Financial point of contact with all major long distance carriers including AT & T, Sprint, Teleglobe, British Telecom, Telstra and Hong Kong Telecom

Audit Manager - Price Waterhouse (9/84 to 9/91)

- Responsible for all phases of audit engagement including initial client contact, fee estimation, budget and planning process, the audit, coordination with predecessor auditors, attorneys and underwriters and filings with the SEC

Education

Washington State University (1980 - 1984)
BA - Accounting

NOS COMMUNICATIONS, INC.

EXHIBIT C

Financial Information

CONFIDENTIAL

[2]

NOS COMMUNICATIONS, INC.

EXHIBIT D

Motion for a Protective Order to Preserve
Confidentiality of Application Exhibit

**BEFORE THE SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

Registration of NOS Communications, Inc.)
Authority to Provide Intrastate)
Telecommunications Services within)
the State of South Dakota)

**MOTION FOR A PROTECTIVE ORDER TO PRESERVE
CONFIDENTIALITY OF APPLICATION EXHIBITS**

In support of its Application to the South Dakota Public Utilities Commission ("SDPUC") for Authority to Provide Local Exchange and Interexchange Telecommunications Services on a Resale Basis in South Dakota, NOS Communications, Inc. ("NOS" or "Applicant"), by its attorneys, moves for a protective order to preserve the confidentiality of Applicant's financial information, to be submitted as Applicant's Exhibit C to its Application. In support whereof Applicant incorporates by reference the information set forth in its application and provides the following information and arguments:

- (1) Financial information requested by the SDPUC in Exhibit C concerns the most recent financial statements for 2000. Applicant considers such information proprietary and confidential.
- (2) NOS is a privately owned company seeking to provide local and interexchange telecommunications services in South Dakota. Given the competitive environment in which NOS must operate, it is imperative that NOS be allowed to disclose its financial resources under seal, precluding its numerous competitors from gaining access to this sensitive material.

(3) In addition, the SDPUC may be guided by the fact that maintaining the confidentiality of NOS's financial statements will in no way prejudice NOS's competitors. The SDPUC will have the financial information necessary for it to make an informed decision about granting NOS's application to provide resale local and interexchange telecommunications service. The SDPUC will, therefore, be able to ensure that NOS complies with SDPUC requirements. NOS will therefore receive no regulatory advantage over its competitors.

(4) NOS requests protection of its expected customer base for the same competitive reasons. Providing NOS's competitors with such confidential and proprietary information will not assist the Commission in reaching its decision and is not necessary to protect any cognizable interest of NOS's competitors.

WHEREFORE, Applicant respectfully moves the SDPUC for a protective order to preserve the confidentiality and limit the dissemination of financial information contained in Exhibit C to the Commission's members and staff.

Respectfully submitted this 9th day of May 2001.

For NOS Communications, Inc.

The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102
(v) (703) 714-1300
(f) (703) 714-1330

**BEFORE THE SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

_____)
Registration of NOS Communications, Inc.)
Authority to Provide Intrastate)
Telecommunications Services within)
the State of South Dakota)
_____)

ORDER

Upon consideration of NOS Communications, Inc.'s Motion For a Protective Order to Preserve Confidentiality of Application Exhibit C, it is on this ____ Day of _____, 2001,

ORDERED that Exhibit C, regarding financial information, to the above captioned application be protected from public view and held in the strictest confidentiality by the South Dakota Public Utilities Commission.

Administrative Law Judge

H:\Shared\Drafts\NOS Local\S.Dakota\MOT FOR PROTECTIVE ORDER.doc

NOS COMMUNICATIONS, INC.

EXHIBIT E

Proposed Tariff

TITLE SHEET

RESOLD TELECOMMUNICATIONS TARIFF

OF

NOS Communications, Inc.

4380 Boulder Highway
Las Vegas, NV 89121

This Tariff applies to the Resold Telecommunications Services furnished by NOS Communications, Inc. ("Carrier") 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 Carrier's principal place of business.

Issued:

Effective:

CHECK SHEET

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

<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>	<u>Page</u>	<u>Revision No.</u>
1	Original	SECTION 3		36	Original
2	Original	19	Original	37	Original
3	Original	20	Original	38	Original
4	Original	21	Original	39	Original
5	Original			40	Original
6	Original	SECTION 4		41	Original
		22	Original	42	Original
SECTION 1		SECTION 5		43	Original
7	Original			44	Original
8	Original	23	Original	45	Original
9	Original	24	Original	SECTION 6	
SECTION 2		25	Original	46	Original
10	Original	26	Original		
11	Original	27	Original		
12	Original	28	Original		
13	Original	29	Original		
14	Original	30	Original		
15	Original	31	Original		
16	Original	32	Original		
17	Original	33	Original		
18	Original	34	Original		
		35	Original		

TABLE OF CONTENTS

TITLE SHEET.....	1
CHECK SHEET.....	2
TABLE OF CONTENTS.....	3
SYMBOLS.....	4
TARIFF FORMAT.....	5
APPLICATION OF TARIFF.....	6
SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS.....	7
SECTION 2. RULES AND REGULATIONS.....	10
2.1 UNDERTAKING OF THE COMPANY.....	10
2.2 USE OF SERVICES.....	10
2.3 LIABILITY OF CARRIER.....	11
2.4 RESPONSIBILITIES OF THE CUSTOMER.....	13
2.5 CANCELLATION OR INTERRUPTION OF SERVICES.....	15
2.6 BILLING ARRANGEMENTS.....	17
2.7 VALIDATION OF CREDIT.....	17
2.8 CONTESTED CHARGES.....	17
2.9 BILLING ENTITY CONDITIONS.....	18
2.10 DEPOSITS.....	18
2.11 TAXES.....	18
SECTION 3. DESCRIPTION OF SERVICES.....	19
3.1 1- INBOUND/OUTBOUND SWITCHED AND DEDICATED LONG DISTANCE SERVICES.....	19
3.2 LONG DISTANCE SERVICE AREA.....	19
3.3 CALLING CARD SERVICE.....	19
3.4 TIMING OF CALLS.....	19
3.5 LOCAL EXCHANGE SERVICE.....	20
3.6 LOCAL EXCHANGE SERVICE AREA.....	20
3.7 EMERGENCY CALLS (ENHANCED 911).....	21
3.8 PROMOTIONS.....	21
SECTION 4. RATES AND CHARGES.....	22
4.1 LONG DISTANCE TOLL USAGE RATES.....	22
4.2 CALLING CARD USAGE RATES.....	22
4.3 DIRECTORY ASSISTANCE.....	23
SECTION 5. LOCAL EXCHANGE SERVICE.....	23
5.1 SERVICE CHARGES.....	23
5.2 EXCHANGE AREAS.....	27
5.3 LOCAL EXCHANGE SERVICE (DESCRIPTION AND RATES).....	32
SECTION 6. CUSTOM CALLING FEATURES.....	47

SYMBOLS

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

- (C) - Signifies a **changed** condition or regulation.
- (D) - Signifies a **deleted** or **discontinued rate**, regulation or condition.
- (I) - Signifies a change resulting in an **increase** to a Customer's bill.
- (M) - Signifies material **moved** from another Tariff location.
- (N) - Signifies a **new** rate, regulation or condition.
- (R) - Signifies a change resulting in a **reduction** to a Customer's bill.
- (T) - Signifies a change in **text** but no change in rate or charge.

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.. For example, the 4th revised Sheet cancels the 3rd revised Sheet 14. Because of various suspension periods deferrals, etc. the P.U.C. follows in their Tariff approval process, the most current sheet number on file with the P.U.C. is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are 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.A
 - 2.1.A.1
 - 2.1.A.1.a
- D. Check Sheets - When a Tariff filing is made with the P.U.C., an undated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the P.U.C.

NOS Communications, Inc.

South Dakota Tariff No. 1

Original Page 6

Issued:

Effective:

APPLICATION OF TARIFF

This Tariff set forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunication services by means of resold services of NOS Communications, Inc.

The provision of local exchange, regional toll, and long distance telecommunications services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues.

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.

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.

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.

Billed Party - The person or entity responsible for payment of the Company's service.

Business Day - Monday-Friday 8:00am-5:00; Saturdays, Sundays and legal holidays are not recognized as business days.

Called Station - The termination point of a call.

Calling Card - A card issued by the Company containing sufficient information to enable charges for calls made to be properly billed on a pre-arranged basis. (see "Travel Card" definition)

Calling Station - The originating point of a call.

Carrier -or- Common Carrier - An authorized company or entity providing underlying network telecommunications services to the public.

Company or Carrier - NOS Communications, Inc.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

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

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Debit Card - A Calling Card issued by the Company in return for pre-payment of an amount certain by the Customer. (see "Travel Card" definition)

Commission or P.U.C. - South Dakota Public Utilities Commission.

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

ILEC - Incumbent Local Exchange Carrier.

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 applicable by law.

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

Local Exchange Carrier - A company which furnishes local exchange telecommunications services.

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

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

Residential Rules - The Rules and Regulations Relating to Telephone Service to Residential Customers as adopted by the South Dakota Public Utilities Commission and applicable South Dakota law.

Subscriber - (see "Customer" definition)

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

Travel Card - A pre-paid or post-paid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charges to a Carrier-issued debit Travel Card will be charged against the debit account.

User - Any person or entity which makes use of services provided under this Tariff.

Verified Account Code - A numerical code used to identify users or groups of users on an account and to allocate the costs of service accordingly. Account codes are verified by a pre-defined list of codes maintained by the Company.

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.A. This Tariff contains the regulations and rates applicable to the resale of local, intrastate and interstate telecommunications services provided by Company to business and residential customers within the State of South Dakota.
- 2.1.B. Company is a pure reseller and as such has no direct control over availability of service switching, operator services, 911 or E911 emergency service. Company is not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services. Company resells the Telecommunications Services of underlying common carriers.
- 2.1.C. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier 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.D. The Customer is entitled to limit the use of Carrier's services by End User's at the Customer's facilities.

2.2 Use of Services

- 2.2.A. Carrier's Services may be used for any lawful propose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.B. 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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

- 2.2.C. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

- 2.3.A. Due to unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.3.B. When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. No credit shall be issued for interruptions of less than six (6) hours.
- 2.3.C. The liability of the Carrier for any loss or damages whatsoever arising out to mistakes, omissions, delays, errors, defects or failures in the service, or in any non-regulated equipment or facilities, shall not exceed an amount equivalent to the proportionate charge to the Customer for the period during which the mistake, omission, delay, defect, or failure existed, or the Tariff charge for the call involved. Under no circumstances shall the Carrier be liable for any consequential, special, indirect, incidental, or exemplary damages.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.E. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and service, unless such use results solely from the negligence or willful misconduct of Carrier.
- 2.4.H. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or tent cards provided by Carrier or as required by law; and for assuring that End Users comply with Tariff regulations. The Customers shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to End Users. The Customer is also responsible for the payment of charges for calls originated at The Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

- 2.4.E. The Customer shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 2.4.E.1 If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- 2.4.E.2 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff. The Company reserves the right to refuse an application of service made by a present or former Customer who is, or was previously, indebted to the Company.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and save Carrier harmless from all liability disclaimed by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B. following:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - a. 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.
 - b. If a Customer or User uses Carrier's services in a manner to violate the law.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service (Cont'd)

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than ten (10) days to remove the cause for discontinuance.
3. In cases of non-payment of charges due, the Customer will be given five (5) days written notice via first class mail that disconnection will take place. Disconnection may take place at any time within five (5) business days of mailing of the notice.
4. Customer may be given an opportunity to make full payment of all undisputed charges by negotiating a mutually agreeable payment plan. If Customer breaks a payment plan with the Company, Company is not obligated to enter into any further plans. Service may be terminated in accordance with these procedures.
5. Service will not be discontinued on any non-business day where Carrier is not prepared to accept payment of the amount due and to reconnect.

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspection 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.

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.D. 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.

2.6 Billing Arrangements

2.6.A. Customers will be billed directly by Carrier or its intermediary.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) day after Carrier renders the bills.

2.6.C. Carrier may impose a late payment charge of 1.5% (18% per year) on any bill not paid within thirty (30) days of receipt by the Customer.

2.6.D. Carrier agrees to abide by all rules and regulations imposed upon it by the P.U.C. and applicable South Dakota law.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.8 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or End User, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within thirty (30) days of the billing date:

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges (Cont'd)

- 2.8.A. First, the Customer may request, and Carrier will provide, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- 2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

The South Dakota Public Utilities Commission
State Capitol, 500 East Capitol Street
Pierre, SD 57501-5070
Telephone: (605) 773-3201
Facsimile: (605) 773-3809

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not generally require a deposit from the Customer. At Carrier's discretion, a deposit may be required in accordance with applicable South Dakota law.

2.11 Taxes

All federal excise taxes, FCC charges/fees and state and local sales taxes, are billed as separate line items on periodic bills and are not included in the quoted rates in this Tariff. Customer shall be responsible for all applicable taxes.

SECTION 3. DESCRIPTION OF SERVICES

3.1 1+ Inbound/Outbound Switched and Dedicated Long Distance Services

The Company offers 1+ inbound/outbound intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2 Long Distance Service Area

Company's long distance services are available in all equal access exchanges throughout the state.

3.3 Calling Card Service

The Company's Calling Card Service permits Customers to place calls utilizing Company issued Calling Cards for billing purposes.

3.4 Timing of Calls

3.4.A. Long distance, usage charges are based on the actual usage of the Company's service. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.4.B. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is eighteen (18) seconds for intrastate long distance calls. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

3.4.C. There is no charge for incomplete calls.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.5 Local Exchange Service

The Company provides a Customer with a voice-grade communications channel and unique telephone number address(es) which enable the Customer to:

1. Place calls to any calling station in the local calling area as defined in this tariff;
2. Receive calls from any calling station in the local calling area as defined in this tariff;
3. Access Enhanced 911 Emergency Service of the underlying carrier;
4. Access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
5. Access Operator Services;
6. Access Directory Assistance Services;
7. Place or receive calls to 800/888/877 telephone numbers;
8. Access Telecommunications Relay Service.

3.6 Local Exchange Service Area

- 3.6.A. Unless otherwise indicated in this tariff, the exchange areas for all customers whose premises are located in US West territory, will be the same as US West exchange areas.
- 3.6.B. The Company concurs with US West exchange areas and exchange maps listed in its respective Local Exchange Tariffs which are on file with the Commission.

SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.7 Emergency Calls (Enhanced 911)

Allows Customers to reach the appropriate emergency services including police, fire and medical assistance. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the appropriate emergency services provider located closest to the Caller's location. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).

Carrier has no control over the E911 services of its underlying carrier, and shall not be liable for any harm of any kind (including but not limited to damage to person, property or guests) for the failure of any E911 service.

3.8 Promotions

Carrier may from time to time offer promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotions are subject to P.U.C. Tariff approval.

Issued:

SECTION 4. LONG DISTANCE RATES AND CHARGES

4.1 Long Distance Toll Usage Rates

The following are usage charges which apply to all 1+ direct dialed intrastate long distance calls. These rates are in effect 24 hours per day, 7 days a week.

4.1.A. Switched and Dedicated Inbound and Outbound Usage Rates \$0.099/minute

4.2 Calling Card Usage Rates

Calling Card Usage Rates Calling card calls are billed in 6 second increments with and 18 second minimum.

<u>18 second minimum</u>	<u>6 second increments</u>
\$0.075	\$0.025

4.3 Directory Assistance

Per Use	\$0.50
---------	--------

SECTION 5 - Local Exchange Service

5.1 Service Charges

5.1.1 Nonrecurring Charges

A. General

1. A nonrecurring charge is a one-time charge made under certain conditions, to connect, move or change telephone service or facilities.
2. Nonrecurring charges, where applicable, are specified with services as stated in each section of this Tariff, unless otherwise specified or included in this section.
3. Nonrecurring charges apply, except as specified in this section or in other sections of the Tariff, to customer-initiated moves and changes of service and maintenance of inside wire. A change is when telephone service is changed at the customer's request.
4. Nonrecurring charges for moves or changes apply separately to each unit of service moved or changed.

Where the charge is the estimated cost of all moves, changes or rearrangements made at one time, apply the estimated cost as defined in Section 4.

5. To move items of service subject to Installation Charges, apply the Installation Charge unless otherwise specified, plus the applicable nonrecurring charges specified elsewhere in this Tariff.
- B. Terms and Conditions
1. Nonrecurring charges do not apply for Company initiated work, including, but not limited to the following:
 - a. Public Access Line Service.
 - b. Telephone service located on a customer's premises but used exclusively by the Company for maintenance or training activities.
 - c. Work to move or change customer's telephone service if required and initiated by the Company.
 - d. Hotel Message Rate Trunks.
 - e. Service Stations.

SECTION 5 - Local Exchange Service

5.1 Service Charges (Cont'd)

5.1.1 Nonrecurring Charges (Cont'd)

B. Terms and Conditions (Cont'd)

2. Nonrecurring charges do not apply for the following customer initiated requests providing work is limited to that specified:

- a. Complete termination of service.
- b. Suspension of service without reference of calls.
- c. The "From" portion of work involved in a transfer of service from one to another premises.
- d. The temporarily detaching and subsequently reattaching interior wiring or connecting block (without a change in location) incident to remodeling or rearrangement of furniture.
- e. The reestablishment of service following destruction of a customer's premises or a portion thereof resulting from explosion, fire, flood, storm, accident or the action of a public enemy. In such cases, and when possible, service up to and including the Network Interface will be reestablished without nonrecurring charges. At the customer's option, the reestablished service may be at an immediately occupied location or a subsequently occupied location.
- f. The establishment of Company-owned main service in place of stations formerly served by Service Station Companies.
- g. Disconnection and/or removal of the following items of service providing no other work subject to nonrecurring charges is involved:
 - o Main or extension station lines.
 - o Other items of service for which a recurring charge applies or substitutions of services that result in a reduction in recurring charges.

Issued:

SECTION 5 -Local Exchange Service

5.1 Service Charges (Cont'd)

5.1.1 Nonrecurring Charges (Cont'd)

B. Terms and Conditions (Cont'd)

2. (Cont'd)

h. Establishing, changing or discontinuing arrangements for:

- Mail bill Address Arrangements
- Other special Billing Arrangements

i. Cancellation of Orders.

j. Changes in primary listings for either residence or business service due to a change in responsibility provided service and billing are continuous and no final bill is rendered.

3. Nonrecurring Charges apply, as appropriate, for change in class of service.

SECTION 5 - Local Exchange Service

5.1 Service Charges (Cont'd)

5.1.1 Nonrecurring Charges (Cont'd)

B. Terms and Conditions (Cont'd)

4. Nonrecurring Charges

a. A nonrecurring charge is a one-time charge made under certain conditions, to connect, move or change telephone service or facilities.

b. Nonrecurring charges, where applicable, are specified with services as stated in each section of the Tariff, unless otherwise specified or included in this section.

c. Nonrecurring charges do not apply for the following customer initiated requests providing work is limited to that specified:

- Changes from one to another grade of service (one-, two-, four-party or rural service) including changes in wiring which may be required by such change in grade.

d. Nonrecurring charges apply as appropriate for change in class of service.

e. Charges

	NONRECURRING CHARGE	
	RESIDENCE	BUSINESS
• Change due to regrading from business to residence service, each	\$9.55	\$10.00
• Change of any class of local service to any other class of local service[1]	\$9.55	\$10.00

[1] Does not apply to residence customers converting from flat rate service to measured service, measured service to flat rate service, or between any Local Measured Service offerings.

Issued:

Effective:

SECTION 5 - Local Exchange Service

5.2 Exchange Areas

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS

A. General

Extended Area Service entitles the customer to service without other charge to all access lines connected with a designated exchange, commonly called Extended Area Service. EAS refers to such service provided by means of special extended service circuits between the two exchanges.

Extended area service may not be terminated once established except through a termination plan that continues rates for a sufficient period of time after the investment is removed to recover costs. Such consideration may be made on a case-by-case basis.

Where EAS is provided, the exchanges with which it is provided are shown indented below the principal exchange.

EXCHANGE	RATE GROUP
Aberdeen	E
Cresbard[1]	
Frederick[1]	
Mellette[1]	
Arlington	C
Lake Preston	
Belle Fourche	C
Nisland[1]	
W. Belle Fourche	
Canton-Fairview	C
Worthing[1]	
Cavour E	
Huron Iroquois	
Chamberlain	C
Ft. Thompson[1]	
Kimball[1]	
Pukwana[1]	
Reliance[1]	
Colman	C
Flandreau	

[1] Non-Company Exchanges.

Issued:

Effective:

SECTION 5 - Local Exchange Service

5.2 Exchange Areas (Cont'd)

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP
Deadwood	E
Lead	
Spearfish	
Whitewood	
W. Spearfish	
DeSmet	C
Lake Preston	
Elk Point	A
Flandreau	C
Colman	
Harrisburg	I
Lennox[1]	
Sioux Falls Tea	
Hill City	G
Hermosa[1]	
Keystone[1]	
Rapid City	
Huron	E
Cavour	
Hitchcock[1]	
Iroquois	
Wolsey[1]	
Iroquois	E
Cavour	
Huron	
Lake Preston	C
Arlington (includes towns of Badger and Hetland)	
DeSmet	

[1] Non-Company Exchanges.

Issued:

Effective:

SECTION 5 - Local Exchange Service

5.2 Exchange Areas (Cont'd)

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP
Lead	E
Deadwood	
Spearfish	
Whitewood	
W. Spearfish	
McIntosh	D
Lemmon[1]	
Morristown	
Madison	E
Chester[1]	
Nunda[1]	
Oldham-Ramona[1]	
Wentworth[1]	
Winfred[1]	
Milbank	C
Revilla[1]	
Stockholm[1]	
Summit[1]	
Wilmot[1]	
Miller	C
Mitchell	E
Morristown	D
Lemmon[1]	
McIntosh	
Pierre-Ft. Pierre	E
Hayes[1]	
Rapid City	G
Hermosa[1]	
Hill City Keystone[1]	

[1] Non-Company Exchanges.

Issued:

SECTION 5 - Local Exchange Service

5.2 Exchange Areas (Cont'd)

5.2.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP
Sioux Falls	I
Baltic[1]	
Brandon[1]	
Garretson[1]	
HarrisburgHartford[1]	
Tea Valley Springs[1]	
Redfield	C
Doland[1]	
Tulare[1]	
Colton[1]	
Crooks[1]	
Dell Rapids[1]	
Sisseton	C
Claire City[1]	
New Effington[1]	
Peever[1]	
Rosholt[1]	
Veblen[1]	
Spearfish	E
Deadwood	
Lead	
Whitewood	
W. Spearfish	
Sturgis	C
Tea I	
Harrisburg Lennox[1]	
Sioux Falls	
Timber Lake	B
Vermillion	C
Volga-Bruce	C
Brookings Municipal[1]	
Brookings Rural[1]	
Sinai[1]	

[1] Non-Company Exchanges.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

A. Application of Business and Residence Rates

General

- a. This section describes the application of business and residence rates.
- b. Business service is furnished to customers at a location that is primarily used for performing a business, trade or practice.
- c. Residence service is furnished at a location used primarily for domestic purposes.
- d. Where residence service is permitted in non-residential locations, such as at churches or elementary schools, only one-party service shall be provided within the base rate area. Also where shared usage with another party would not be practical, such as fraternity and sorority houses or similar locations, only one-party service shall be provided within the base rate area.
- e. Customers changing from business service to residence service will be assigned a different telephone number. Referral to the new residence number assigned will not be provided.

2. Business Service

Business rates apply at the following locations:

- Office, stores, factories and all other places of a strictly business nature.
- Hospitals.
- Administrative locations of nursing homes and homes for the aged.
- Colleges and universities (excluding dormitories).
- Senior High, Junior High Schools and elementary schools.
- Day care centers.
- Administrative offices of church organizations such as denominational state or district headquarters. (Does not include individual churches.)

SECTION 5 - Local Exchange Service

5.1 Local Exchange Service (Description and Rates)

B. Residence Individual Auxiliary Lines

1. During such period as a residence customer has a regular residence individual line in service at their place of dwelling, at the regular rate for the exchange involved, one or more residence individual auxiliary lines may be installed on the same premises and in the same dwelling unit for the use of the immediate family for whose use the initial residence individual line is in service.
2. Such residence individual auxiliary lines may not be numbered consecutively nor served on a rotary (hunting) basis with the primary service. They may be nonlisted or nonpublished according to usual practice, if desired, and are furnished at a monthly rate, equal to the monthly rate for a residence one-party (flat rate) line, as covered following for the exchange in which furnished. In zoned areas or exchanges, the rate is related to the zone rate for such service; otherwise extra exchange line mileage charges apply.

5.3.1 MEASURED SERVICE

A. Residence Only Service

1. Description

Residence only service is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available. The rates for usage vary based on the number of local messages, the duration (holding time) of each message, the distance between calling and called numbers, and the time of day the call is made.

2. Terms and Conditions

- a. One-party residence subscribers in exchanges with the necessary measuring capabilities will have an option of maintaining their current telephone service or subscribing to Residence only service.
- b. In exchanges where this service is offered, multiparty service will be obsolete, except where limited by outside plant facilities. Those customers who currently subscribe to multiparty service will be allowed to retain such service at their present location.

XXXXX

SECTION 5 - Local Exchange Service

A.1 Local Exchange Service (Description and Rates)

A.1.1 Measured Service

A.1.1 (Cont'd)

- c. Nonrecurring charges do not apply to residence customers converting from flat rate service to measured service, measured service to flat rate service, or between any Local Measured Service offerings.
- d. Residence only local usage charges will not apply to calls placed on the Measured Service line to the Company Business Office, Repair Service, Directory Assistance, or to 911 or "O" for Emergency Agencies, such as Police, Fire, Rescue or Ambulance.
- e. Residence only and flat rate service will not be allowed for business customers on the same premises, with the exception of
 - (1) The non-administrative, inward terminations at a Telephone Answering Bureau.
 - (2) A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal service exchange.
 - (3) The selection of either flat rate service or measured service for all administrative lines of a Radio Carrier.
- f. The following services are not offered the option of subscribing to Residence Only.
 - (1) Non-administrative lines of Radio Carriers.
 - (2) Business Service.

SECTION 5 - Local Exchange Service

5.1 Local Exchange Service (Description and Rates)

5.1.1 Measured Service (Cont'd)

A. Residence Only Service (Cont'd)

1. Rates and Charges

a. The maximum one-party monthly billing or fixed monthly rates and usage charges for sent paid local calls originating on this service line will not exceed 150 percent of the current one-party residence flat rate charges. Sent paid local calls include Dial Station-to-Station, Operator Station-to-Station and Person-to-Person calls.

b. The following rates and charges are applicable to individual line Residence Only Service.

	NONRECURRING CHARGE	MONTHLY RATE
(1) Rate Groups A, C, E, G and I		
o Each line	\$25.00	\$11.05
(2) Rate Groups B and D(1)		
o Each line		
- BRA	25.00	8.00
- OBRA	25.00	11.00

c. The basic monthly rates for Residence only service include usage allowances as follows:

	USAGE ALLOWANCE
o Each line	\$2.50

(1) The method of applying the usage allowance will be as shown following:

- o The usage allowance is applied only toward sent paid usage charges accumulated above.
- o No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

(1) See Rates and Charges specified in the following for applicable Touch-Tone charges,

June 98

SECTION 5 - Local Exchange Service

5.1 Local Exchange Service (Description and Rates)

5.1.1 Measured Service (Cont'd)

A.3 (Cont'd)

d. The following usage charges apply for local calls over the call allowance:

CALL AREA	DEFINITION ⁽¹⁾	INITIAL MINUTE FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Intraexchange EAS	\$0.05	\$0.010
B	0 - 22 Miles	\$0.07	\$0.020
C	23 - 30 Miles	\$0.09	\$0.025
D	31 - 40 Miles	\$0.11	\$0.030
E	41 - 55 Miles	\$0.13	\$0.035

Local calls to points within the Residence Areas customer's exchange are considered intraexchange calls.

For this Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).

e. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

⁽¹⁾ Local calls to points outside the measured service customer's exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

~~Insert~~

SECTION 5 - Local Exchange Service**5.1 Local Exchange Service (Description and Rates)****5.1.1 Measured Service (Cont'd)****A.3. (Cont'd)****b. Measured Usage Charges**

- (1) Measured usage charges are applicable to local messages completed on a dial station-to-station basis.
- (2) The initial period rate is the rate in effect at the time the connection is established. The rate for each additional period is the rate in effect at the beginning of each additional period.
- (3) Measured usage charges accumulate on a monthly basis commencing on the billing date.

c. Initial and Additional Periods

- (1) Initial period usage charges are for a connection of one minute or any fraction thereof.
- (2) Additional period usage charges are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

j. Determining Usage Charges

- (1) Refer to the usage charge table.
- (2) If the call is during the discount period as defined in the rate discount and application period table, apply the percent discount.

k. Discounts

- (1) The discount for the reduced rate period given in the rate discount and application period table following is expressed as a percent reduction of the sum of the initial and additional period charges calculated at the rates published in the usage charges table and is applied to message connections established during the period indicated in the rate discount and application period table.
- (2) The initial period discount is the discount in effect at the time the connection is established. The discount for each additional period is the discount in effect at the beginning of each additional period.

SECTION 5 - Local Exchange Service

5.0 Local Exchange Service (Description and Rates)

5.1 Measured Service (Cont'd)

A.3 (Cont'd)

h. Measured Usage Charges

- (1) Measured usage charges are applicable to local messages completed on a dial station-to-station basis.
- (2) The initial period rate is the rate in effect at the time the connection is established. The rate for each additional period is the rate in effect at the beginning of each additional period.
- (3) Measured usage charges accumulate on a monthly basis commencing on the billing date.

i. Initial and Additional Periods

- (1) Initial period usage charges are for a connection of one minute or any fraction thereof.
- (2) Additional period usage charges are for each additional minute or any fraction thereof that the connection continues beyond the initial period.

j. Determining Usage Charges

- (1) Refer to the usage charge table.
- (2) If the call is during the discount period as defined in the rate discount and application period table, apply the percent discount.

k. Discounts

- (1) The discount for the reduced rate period given in the rate discount and application period table following is expressed as a percent reduction of the sum of the initial and additional period charges calculated at the rates published in the usage charges table and is applied to message connections established during the period indicated in the rate discount and application period table.
- (2) The initial period discount is the discount in effect at the time the connection is established. The discount for each additional period is the discount in effect at the beginning of each additional period.

SECTION 5 - Local Exchange Service

5.1 Local Exchange Service (Description and Rates)

5.1.1 Measured Service (Cont'd)

A.1 (Cont'd)

1. Rates Applicable on Certain Holidays

On New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply.

m. Local Discount Time Periods

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
9:00 AM 9:00 PM	Day Rate Period Full Rate						
9:00 PM 9:00 AM	Evening, Night and Weekend Rate Period 50% Discount						

- Discounts do not apply to operator service charges.
- Discounts apply to initial minute and additional minutes.

B. Hourly Usage Package Service (Residence Only)

1. Description

Hourly Usage Package Service is local exchange service for which rates are based upon exchange access and usage.

2. Terms and Conditions

a. Hourly Usage Package Service is available to residence customers in exchanges where central office facilities are available.

b. In an exchange where Hourly Usage Package Service is offered, multiparty service will no longer be offered, except where limited by outside plant facilities. Those customers who currently subscribe to multiparty service will be allowed to retain such service at their present location.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

B.2. (Cont'd)

- c. The following services are not offered the option of subscribing to Hourly Usage Package Service:
 - Multiparty Service
 - Business Service

3. Rates and Charges

- a. The following rates and charges are applicable to individual line Hourly Usage Package Service.

(1) Rate Groups A, C, E, G and I

PACKAGE	NONRECURRING CHARGE	MONTHLY RATE
• 3 Hour Package	\$25.00	\$11.05 (1)
• 6 Hour Package	\$25.00	\$13.15
• 9 Hour Package	\$25.00	\$15.25 (1)

(2) Rate Groups B and D[1]

• 3 Hour Package	\$25.00	\$ 8.00
- OBRA	\$25.00	\$11.00
• 6 Hour Package		
- BRA	\$25.00	\$10.10
- OBRA	\$25.00	\$13.10
• 9 Hour Package		
- BRA	\$25.00	\$12.20
- OBRA	\$25.00	\$15.20

- b. The Hourly Usage Package Service additional usage charge is for each sent paid local calling minute exceeding the package rate. The timing of local messages is as specified in section C.3 following.

	USAGE CHARGE
• Additional usage charge, per minute	\$0.02

[1] See Rates and Charges specified in the following for applicable Touch-Tone charges.

XXXX

SECTION 5 - Local Exchange Service

5.2 Local Exchange Service (Description and Rates)

5.2.1 Measured Service (Cont'd)

5.2.1.1 (Cont'd)

a. The following services are not offered the option of subscribing to Hourly Usage Package Service:

- * Multiparty Service
- * Business Service

5.2.1.2 Rates and Charges

a. The following rates and charges are applicable to individual line Hourly Usage Package Service.

(1) Rate Groups A, C, E, G and I

PACKAGE	NONRECURRING CHARGE	MONTHLY RATE
* 3 Hour Package	\$25.00	\$11.05 (1)
* 6 Hour Package	\$25.00	\$13.15
* 9 Hour Package	\$25.00	\$15.25 (1)

(2) Rate Groups B and D[1]

* 3 Hour Package	\$25.00	\$ 8.00
- OBRA	\$25.00	\$11.00
* 6 Hour Package		
- BRA	\$25.00	\$10.10
- OBRA	\$25.00	\$13.10
* 9 Hour Package		
- BRA	\$25.00	\$12.20
- OBRA	\$25.00	\$15.20

b. The Hourly Usage Package Service additional usage charge is for each sent paid local calling minute exceeding the package rate. The timing of local messages is as specified in section C.3 following.

	USAGE CHARGE
* Additional usage charge, per minute	\$0.02

(1) See Rates and Charges specified in the following for applicable Touch-Tone charges.

Insert:

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

h.3. (Cont'd)

c. Hourly Usage Package Service usage charges will not apply to calls placed on an Hourly Usage Package Service line to the Company Business Office, Repair Service, Directory Assistance, or to 911 or "O" for Emergency Agencies, such as police, fire, rescue or ambulance.

d. Each Hour package includes an hourly usage allowance.

The method of applying the hourly usage allowance is the same as additional usage and:

- The usage allowance is applied only toward sent paid usage charges.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

e. Nonrecurring charges do not apply to residence customers converting from flat rate service or measured service, measured service to flat rate service, or between any Local Measured Service offerings.

f. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1 Measured Service (Cont'd)

C. Service Business Only

1. Description

Business only service is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available. The rates for usage vary based on the number of local messages, the duration (holding time) of each message, the distance between calling and called numbers, and the time of day the call is made.

2. Terms and Conditions

- a. In exchanges where this service is offered, multiparty business service is no longer offered except where limited by facilities or equipment. Those customers who currently subscribe to multiparty business service will be allowed to retain such service at the current location.
- b. Nonrecurring charges, specified in section 5.1 will not apply for conversion to this service or for conversion back to the previous service within 12 months of the date at which this service is offered in the central office serving the customer. After this 12-month period, nonrecurring charges will apply to conversions from measured to flat-rate services.
- c. Business only service usage charges do not apply to calls placed to the Company Business Office, Repair Service, Directory Assistance, 911 or "O" for Emergency agencies such as police, fire, rescue or ambulance, or to long distance.
- d. Combinations of this service and flat rate service will not be allowed on the same premises, with the exception of
 - . The non-administrative, inward terminations at a Telephone Answering Bureau.
 - . A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal serving exchange for the Measured Service lines.
 - . The selection of either flat rate service or measured service for all administrative lines of a Radio Carrier.
- e. Usage billing will be on a bulk basis.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C. Service Business Only (Cont'd)

3. Rates and Charges

a. The following rates and charges are applicable to individual line Business Only Service:

	NONRECURRING	MONTHLY
	CHARGE	RATE
(1) Rate Groups A, C, E, G and I		
• Each line	\$47.00	\$28.65
(2) Rate Groups B and D[1]		
• Each line		
- BRA	\$47.00	\$25.00
- OBRA	\$47.00	\$28.00

c. The basic monthly rates for Business only service include usage allowances as follows:

	USAGE ALLOWANCE
• Each line	\$5.00

The method of applying the usage allowance will be as shown following:

- The usage allowance is applied only toward sent paid usage charges accumulated above.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

[1] See Rates and Charges specified in the following for applicable Touch-Tone charges.

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C.3. (Cont'd)

- c. The following usage charges apply to business only service in addition to the above rates for completed calls which are originated on the Business Only lines:

CALL AREA	DEFINITION[1]	INITIAL MINUTE FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Intraexchange EAS	\$0.05	\$0.010
B	0 - 22 Miles	\$0.07	\$0.020
C	23 - 30 Miles	\$0.09	\$0.025
D	31 - 40 Miles	\$0.11	\$0.030
E	41 - 55 Miles	\$0.13	\$0.035

For Business Only Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).

- d. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.
- e. The timing of local messages is the same as specified for Residence Only Service.

[1] The exchange usage charges shown will be discounted based on time of day and day of week originated as specified elsewhere.

[2] Local calls to points within the Business Only Customer's Exchange are considered intraexchange calls. Local calls to points outside the Business Only Customer's Exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

Issued:

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

C.3. (Cont'd)

f. Rates Applicable on Certain Holidays

On Christmas Day, New Year's Day, Independence Day, Thanksgiving Day and Labor Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply.

g. Local Discount Time Periods

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
9:00 AM	Day Rate Period						
9:00 PM	Full Rate						
9:00 PM	Evening, Night and Weekend Rate Period						
9:00AM	50% Discount						

- Discounts apply to initial minute and additional minutes.
- Discounts do not apply to operator service charges.

Issued:

SECTION 5 - Local Exchange Service

5.3 Local Exchange Service (Description and Rates)

5.3.1. Measured Service (Cont'd)

D. Hearing or Speech Impairment Discount

Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate by a Telecommunications Device for the Deaf (TDD) - sometimes referred to as a teletypewriter or TTY device - will receive, upon written application to the Company, credit on day, evening, and certain night rates intrastate dial station-to-station calls from a certified account premises where a TDD is located.

The credit given for these dial station-to-station calls will be a 35% discount of the full day rates for 9 a.m. to, but not including, 9 p.m. weekdays, a 60% discount of the full day rate for 9 p.m. to, but not including, 9 a.m. weekdays and all hours for weekends, for certain holidays as specified below, the 60% discount will apply unless a lower rate as specified earlier in this paragraph would apply.

For a customer with more than one line or trunk, written application will be required for each line or trunk.

The billing period for this discount will be determined by the toll billing date. The customer will receive the discount at the beginning of the next toll billing period after application approval. The customer has the option of withdrawing at either the beginning or ending of the billing period. A nonrecurring charge does not apply to establish this service.

Issued:

SECTION 6 - CUSTOM CALLING FEATURES

All the following rates are charged on a per month. For any service there is a one-time installation fee. The installation fees are the same for all of the custom calling services except Voice Mail.

	<u>Residential</u>	<u>Business</u>
Installation Fees	\$10.00	\$20.00
Call Waiting	\$5.00/month	\$5.00/month
Call Forwarding	\$3.00/month	\$3.50/month
Busy Line	+\$1.85/month	+\$3.00/month
Three Way Calling		\$4.00/month
Per Use	\$0.75	\$0.75
Speed Dialing		
8 code	\$2.00/month	\$3.00/month
30 code	\$3.00/month	\$4.00/month
Distinctive Ring	\$1.00/month	\$1.00/month
Repeat Dialing	\$3.50/month	\$3.50/month
Per Use	\$0.75	\$0.75
Caller ID with Name	\$6.95/month	\$6.95/month
Call Trace		
Per Activation	\$1.55	\$1.55
*69	\$2.95/month	\$3.00/month
Per Use	\$0.75	\$0.75
Call Waiting ID	\$1.00/month	\$1.00/month
Voice Mail	\$6.95/month	\$12.75/month

NOS COMMUNICATIONS, INC.

EXHIBIT F

Supporting Cost Data

SOUTH DAKOTA PROJECTED REVENUES
LOCAL SERVICE

ESTIMATED CUSTOMERS

1 ST YR.	2 ND YR.	3 RD YR.	4 TH YR.	5 TH YR.
184	203	224	246	272

ESTIMATED ANNUAL REVENUES

\$39,627	45,110	51,072	57,658	65,280
----------	--------	--------	--------	--------

ESTIMATED ANNUAL EXPENSES

\$20,606	23,458	26,557	29,982	33,946
----------	--------	--------	--------	--------

ESTIMATED EARNINGS BEFORE INTERESTS & TAXES

\$19,021	21,653	24,515	27,667	31,334
----------	--------	--------	--------	--------

NOS COMMUNICATIONS, INC.

EXHIBIT G

Sales Training

Applicant's Sales Training Program consists of the following practices.

- A) Prescreen Phone Interview
- B) One (1) Hour On-site Interview
- C) Two (2) Training Sessions
- D) Six (6) hours of classroom and in-the-field coaching comprised of Face-to-Face and Event Sales.

Each prescreen phone interview follows the same script with the objective of offering the most qualified candidates an opportunity to schedule the On-site interview. The On-site interview includes a forty-five (45) minute dialogue to discuss Applicant's Face-to-Face sales program, its service, and review the candidate's past experience.

Candidate is also required to complete an employment application. This application is forwarded to Applicant's Human Resources Consultant. All candidates for sales positions must pass a comprehensive background check.

Once the Candidate has passed the 2 interviews and the background check, he/she is required to go through 6 hours of rigorous classroom and in-the-field training. Candidates meet with a Training Coach, who teaches them the standard sales script. Candidates are videotaped giving the sales presentation, and each candidate's performance is viewed by the Coach and fellow candidates. Candidates also are required to review and know all the features and benefits of the Applicant's program.

After Candidates have successfully completed the classroom portion of the training, each candidate must go through 2 hours of in-the-field training, where they work one-on-one and in small groups with their Training Coach. The initial training is concluded with a final 2 hour classroom debriefing. Candidates are encouraged to discuss issues raised by their in-the-field experience, and to effectively and accurately communicate the Company's message and product.

Richard D. Coit
Executive Director
rdcoit@sditc.org
<http://www.sditc.org>

May 10, 2001

RECEIVED

MAY 10 2001

Ms. Deb Elofson, Executive Director
South Dakota Public Utilities Commission
State Capitol Building
320 East Capitol Ave.
Pierre, SD 57501

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

RE: PUC Docket TC01-043, Application of NOS Communications, Inc.

Dear Ms. Elofson:

Enclosed for filing in the above referenced matter are the original and 10 copies of an SDITC Petition to Intervene, along with a Certificate of Service indicating service on the applicant company.

Thank you for your assistance in filing and distributing the same.

Sincerely,



Richard D. Coit
Executive Director and General Counsel

Encls.



RECEIVED

BEFORE THE PUBLIC UTILITIES COMMISSION MAY 1 8 2001
OF THE STATE OF SOUTH DAKOTA

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE APPLICATION)
OF NOS COMMUNICATIONS INC. FOR A) DOCKET TC01-043
CERTIFICATE OF AUTHORITY TO)
PROVIDE LOCAL EXCHANGE SERVICES IN)
SOUTH DAKOTA)

SDITC Petition to Intervene

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 which will or might potentially impact their common interests.

3. On or about April 19, 2001, NOS Communications, Inc. ("NOS") filed an application with the Commission for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

4. The provisions of SDCL § 49-31-70 and ARSD § 20:10:32:04 are applicable and require that notice of the application be provided to other, already certified, local exchange carriers. No indication is given by the application as to whether NOS has provided this required notice.

5. Paragraph 7 of the NOS application indicates that NOS "intends to offer service throughout the entire state of South Dakota." In light of this statement, NOS has not included with its application a service area map in accordance with the requirement set forth in ARSD § 20:10:32:03(8).

6. 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.).

7. SDITC is concerned with the application filed because NOS 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 NOS 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, NOS 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, NOS, 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.

8. Because the application filed requests statewide authority to provide local exchange services, 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.

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

Dated this 10th day of May, 2001.

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 10th day of May, 2001 to:

Deb Elofson
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

A copy was sent by First Class Mail via U.S. Postal Service to:

Jane Wagner
Counsel for NOS Communications, Inc.
The Helein Law Group, P.C.
8180 Greensboro Drive, Suite 700
McLean, VA 22102



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

SDITC

South Dakota Independent
Telephone Coalition, Inc.

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

May 16, 2001

Ms. Debra Elofson
Executive Director
South Dakota Public Utilities Commission
500 East Capital Avenue
Pierre, SD 57501

RE: Application for Certification of NOS Communications, Inc.
PUC Docket TC01-043

Dear Ms. Elofson:

SDITC has filed a Petition to Intervene in the above referenced Docket. The Petition for Intervention is scheduled for a decision by the Commission at its May 22nd meeting.

Since the filing of our Petition, NOS Communications, Inc. (NOS) has filed a supplement to its application for a certificate of authority to provide local exchange services. The response to question number 9 within the supplement clarifies that NOS "will not offer service in rural areas." Based on this statement and also a discussion with Jane Wagner of the Helein Law Group, it is SDITC's understanding that NOS has now amended their application to limit their request for local exchange certification to the Qwest exchange areas in South Dakota.

Based on this understanding, SDITC would agree at this time to withdraw its request for intervention in PUC Docket TC01-043. Should the situation change so that it again appears to involve a statewide application, SDITC would reserve the right to re-file a request for intervention.

RECEIVED

MAY 18 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Sincerely,



Richard D. Coit
Executive Director

cc: Jane Wagner



The Helein Law Group, P.C.

8180 Greensboro Drive
Suite 700
McLean, VA 22102

(703) 714-1300 (Telephone)
(703) 714-1330 (Facsimile)
mail@helein.com

Management Consulting Group
Global Telecompetition Consultants, Inc. (GTC)
(703) 714-1320 (Telephone)

Writer's Direct Dial Number

(703) 714-1300

RECEIVED

MAY 21 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Writer's E-mail Address

mail@helein.com

May 18, 2001

VIA OVERNIGHT DELIVERY

Mr. William Bullard, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Re: **Application of NOS Communications, Inc. for Registration of Authority to
Provide Intrastate Telecommunications Service within South Dakota
SD PUC Docket No. TC01-043**

Dear Mr. Bullard:

On April 19, 2001, NOS Communications, Inc. ("NOS") filed its Application for Registration of Authority to Provide Intrastate Telecommunications Services within South Dakota. Pursuant to the Commission's request, NOS supplemented its originally filed application to clarify and expand on some issues.

NOS's application mistakenly states, in response to No. 16 that NOS will offer rural service to South Dakota residents. In fact, as correctly stated in No. 9 of its application, NOS intends to only offer service in the urban, more populated areas of South Dakota. NOS will not offer service in rural areas. To correct this error, I am enclosing an amended page for NOS's application. Please file this with NOS's Registration for Authority.

I am including with this filing an extra copy of this cover letter. Please file stamp the letter and return it to me in the self-addressed stamped envelope. If you have any questions or would like additional information regarding this matter, please feel free to contact me at 703-714-1318.

Thank you for your assistance in this matter

Sincerely,

W. H. [unclear]
[unclear]

Enc.

BEFORE THE
SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION

RECEIVED

MAY 21 2001

Amended Registration of)
NOS Communications, Inc.)
Authority to Provide)
Intrastate Telecommunications)
Services within South Dakota)
_____)

Docket No. TC01-043

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, NOS Communications, Inc. ("NOS" or "Applicant") amends its previously filed Application and submits the following registration information:

16. **The date applicant expects to meet the service obligations for rural areas.**

NOS will not be providing service in rural areas. Instead, NOS intends to offer its services in the urban, more populated areas of South Dakota.

Dated this 18th day of May, 2001.

Respectfully Submitted,



Charles H. Helms
Regulatory Counsel
The Helms Law Group
3180 Greenshore Drive
Suite 700
McLean, Virginia 22103

TC01-043

The Helein Law Group, P.C.

8188 Greensboro Drive
Suite 700
McLean, VA 22102

(703) 714-1330 (Telephone)
(703) 714-1330 (Facsimile)
mail@helein.com

Management Consulting Group
Global Telecompetition Consultants, Inc. (GTC)
(703) 714-1320 (Telephone)

Writer's Direct Dial Number

(703) 714-1318

RECEIVED

JUL 15 2001

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Where I send Address

proprietor/attendant name

July 9, 2001

VIA OVERNIGHT DELIVERY

Mr. William Bullard, Executive Secretary
South Dakota Public Utilities Commission
State Capitol, 500 E. Capitol Avenue
Pierre, South Dakota 57501

Re: NOS Communications, Inc.
Application for a Certificate of Public Convenience and Necessity to
Provide Resold and Facilities-Based Intrastate Local Exchange Services

Dear Mr. Bullard:

On behalf of NOS Communications, Inc. ("NOS"), enclosed please find an original and one (1) copies of its proposed tariff to be included with its Application for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Intrastate Local Exchange Services. This tariff replaces the first proposed tariff filed on April 13, 2001.

An additional copy of this letter is enclosed. Please date-stamp the extra copy and return it to the undersigned in the enclosed postage prepaid envelope. Please direct all inquiries and correspondence with respect to this filing to the undersigned.

Respectfully submitted,

Jane Wagner
Jane Wagner

Enclosures

Telecommunications
E-Commerce
Technology
Corporate & Finance
Trademarks
Proprietary Rights
Dispute Litigation
General Business Law

TITLE SHEET

RESOLD TELECOMMUNICATIONS TARIFF

OF

NOS Communications, Inc.

4380 Boulder Highway
Las Vegas, NV 89121

This Tariff applies to the Resold Telecommunications Services furnished by NOS Communications, Inc. ("Carrier") 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 Carrier's principal place of business.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

CHECK SHEET

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

<u>Page</u>	<u>Revision</u> <u>Number</u>	<u>Page</u>	<u>Revision</u> <u>Number</u>	<u>Page</u>	<u>Revision</u> <u>Number</u>	<u>Page</u>	<u>Revision</u> <u>Number</u>
1	Original	38	Original	75	Original	112	Original
2	Original	39	Original	76	Original	113	Original
3	Original	40	Original	77	Original	114	Original
4	Original	41	Original	78	Original	115	Original
5	Original	42	Original	79	Original	116	Original
6	Original	43	Original	80	Original	117	Original
7	Original	44	Original	81	Original	118	Original
8	Original	45	Original	82	Original	119	Original
9	Original	46	Original	83	Original	120	Original
10	Original	47	Original	84	Original	121	Original
11	Original	48	Original	85	Original	122	Original
12	Original	49	Original	86	Original	123	Original
13	Original	50	Original	87	Original	124	Original
14	Original	51	Original	88	Original	125	Original
15	Original	52	Original	89	Original	126	Original
16	Original	53	Original	90	Original	127	Original
17	Original	54	Original	91	Original	128	Original
18	Original	55	Original	92	Original	129	Original
19	Original	56	Original	93	Original	130	Original
20	Original	57	Original	94	Original	131	Original
21	Original	58	Original	95	Original	132	Original
22	Original	59	Original	96	Original	133	Original
23	Original	60	Original	97	Original		
24	Original	61	Original	98	Original		
25	Original	62	Original	99	Original		
26	Original	63	Original	100	Original		
27	Original	64	Original	101	Original		
28	Original	65	Original	102	Original		
29	Original	66	Original	103	Original		
30	Original	67	Original	104	Original		
31	Original	68	Original	105	Original		
32	Original	69	Original	106	Original		
33	Original	70	Original	107	Original		
34	Original	71	Original	108	Original		
35	Original	72	Original	109	Original		
36	Original	73	Original	110	Original		
37	Original	74	Original	111	Original		

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
 Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
 4380 Boulder Highway
 Las Vegas, NV 89121

TABLE OF CONTENTS

TITLE SHEET.....1

CHECK SHEET.....2

TABLE OF CONTENTS3

SYMBOLS.....4

TARIFF FORMAT.....5

APPLICATION OF TARIFF6

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS.....7

SECTION 2. RULES AND REGULATIONS.....10

 2.1 UNDERTAKING OF THE COMPANY.....10

 2.2 USE OF SERVICES.....10

 2.3 LIABILITY OF CARRIER.....11

 2.4 RESPONSIBILITIES OF THE CUSTOMER.....13

 2.5 CANCELLATION OR INTERRUPTION OF SERVICES.....15

 2.6 BILLING ARRANGEMENTS.....17

 2.7 VALIDATON OF CREDIT.....17

 2.8 CONTESTED CHARGES.....17

 2.9 BILLING ENTITY CONDITIONS.....18

 2.10 DEPOSITS.....18

 2.11 TAXES.....18

SECTION 3. RESERVED FOR FUTURE USE.....19

SECTION 4. RESERVED FOR FUTURE USE.....20

SECTION 5. EXCHANGE SERVICES.....21

 5.1 EXCHANGE AREAS.....21

 5.2 LOCAL EXCHANGE SERVICE.....39

 5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS.....87

 5.4 PREMIUM EXCHANGE SERVICES.....113

 5.5 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS.....119

 5.6 RESERVED FOR FUTURE USE.....124

 5.7 DIRECTORY SERVICES.....124

 5.8 OPERATOR SERVICES.....128

 5.9 SHARED USE SERVICE.....131

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
 Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
 4380 Boulder Highway
 Las Vegas, NV 89121

SYMBOLS

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

- (C) - Signifies a **changed** condition or regulation.
- (D) - Signifies a **deleted** or **discontinued rate**, regulation or condition.
- (I) - Signifies a change resulting in an **increase** to a Customer's bill.
- (M) - Signifies material **moved** from another Tariff location.
- (N) - Signifies a **new** rate, regulation or condition.
- (R) - Signifies a change resulting in a **reduction** to a Customer's bill.
- (T) - Signifies a change in **text** but no change in rate or charge.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the P.U.C.. For example, the 4th revised Sheet cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the P.U.C. follows in their Tariff approval process, the most current sheet number on file with the P.U.C. is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are 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.A
 - 2.1.A.1
 - 2.1.A.1.a
- D. Check Sheets - When a Tariff filing is made with the P.U.C., an undated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the P.U.C.

APPLICATION OF TARIFF

This Tariff set forth the service offerings, rates, terms and conditions applicable to the furnishing of local exchange telecommunication services by NOS Communications, Inc.

The provision of local exchange & regional toll telecommunications services is subject to existing regulations and terms and conditions specified in this Tariff and may be revised, added to or supplemented by superseding issues.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

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.

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.

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.

Billed Party - The person or entity responsible for payment of the Company's service.

Business Day - Monday-Friday 8:00am-5:00; Saturdays, Sundays and legal holidays are not recognized as business days.

Called Station - The termination point of a call.

Calling Card - A card issued by the Company containing sufficient information to enable charges for calls made to be properly billed on a pre-arranged basis. (see "Travel Card" definition)

Calling Station - The originating point of a call.

Carrier -or- Common Carrier - An authorized company or entity providing underlying network telecommunications services to the public.

Company or Carrier - NOS Communications, Inc.

Customer - The person or legal entity which subscribes to, utilizes, or enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

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

Customer Dialed Calling Card Call - A Calling Card Call which does not require intervention by an attended operator position to complete.

Debit Card - A Calling Card issued by the Company in return for pre-payment of an amount certain by the Customer. (see "Travel Card" definition)

Commission or P.U.C. - South Dakota Public Utilities Commission.

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

ILEC - Incumbent Local Exchange Carrier.

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 applicable by law.

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

Local Exchange Carrier - A company which furnishes local exchange telecommunications services.

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

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

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

Residential Rules - The Rules and Regulations Relating to Telephone Service to Residential Customers as adopted by the South Dakota Public Utilities Commission and applicable South Dakota law.

Subscriber - (see "Customer" definition)

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

Travel Card - A pre-paid or post-paid calling card issued by Carrier which allows Customers to make telephone calls and charge the calls to a credit or debit account. Calls charged to a Carrier-issued credit travel card will appear on the Customer's regular monthly bill. Calls charges to a Carrier-issued debit Travel Card will be charged against the debit account.

User - Any person or entity which makes use of services provided under this Tariff.

Verified Account Code - A numerical code used to identify users or groups of users on an account and to allocate the costs of service accordingly. Account codes are verified by a pre-defined list of codes maintained by the Company.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.A. This Tariff contains the regulations and rates applicable to local exchange telecommunications services provided by Company to business and residential customers within the State of South Dakota.
- 2.1.B. The rates and regulations contained in this Tariff apply only to the services furnished by Carrier 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.C. The Customer is entitled to limit the use of Carrier's services by End Users at the Customer's facilities.

2.2 Use of Services

- 2.2.A. 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.B. 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.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services (Cont'd)

- 2.2.C. Carrier's services are available for use twenty-four (24) hours per day, seven (7) days per week.
- 2.2.D. Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- 2.2.E. Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

2.3 Liability of Carrier

- 2.3.A. Due to unavailability of errors incident to the services and to the use of the facilities furnished by the Carrier or connecting carriers, the services and facilities furnished by the Carrier and connecting carriers are subject to the terms, conditions and limitations set forth herein.
- 2.3.B. When service is interrupted for a period of at least twenty-four (24) hours after notice by the Customer to Carrier, an allowance equal to 1/28 of fixed billing cycle charges for service and facilities furnished by the Carrier rendered useless or substantially impaired shall apply to each twenty-four (24) hours during which the interruption continues after notice by the Customer to the Carrier. Credit in any billing period shall not exceed the total non-usage charges for that period for the services and facilities furnished by the Carrier rendered useless or substantially impaired. No allowance shall apply to any non-recurring or usage charges. No credit shall be issued for interruptions of less than six (6) hours.
- 2.3.C. The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbances, act of government, or due to any other causes beyond the Company's control. The Company shall not be liable for, and by the Customer against any claim, loss, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

- 2.3.D. Carrier shall not be liable for any act or omission or any connecting carrier, underlying carrier, or local exchange company; for acts or omission of any other providers of connections, facilities, or for service other than the Carrier; or for culpable conduct of the Customer or failure of equipment, facilities or connection provided by the Customer.
- 2.3.E. Carrier shall not be liable for defacement of, or damage to, the premises of a Customer resulting from the attachment or instruments, apparatus and associated wiring furnished by the Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage; is not the result of the Carrier's gross negligence. No agents or employees of the other participating carriers shall be deemed to be agents or employees of Carrier.
- 2.3.F. Carrier shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.G. Carrier shall not be liable for any unlawful or unauthorized use of Carrier's facilities and services, unless such use results solely from the negligence or willful misconduct of Customer.
- 2.3.H. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment with Carrier's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer

- 2.4.A. The Customer is responsible for placing any necessary orders for complying with Tariff regulations; for the placement of any stickers or test cards provided by Carrier or as required by law; and for assuring that End Users comply with Tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to End Users. The Customer is also responsible for the payment of charges for calls originated at The Customer's numbers which are not collect, third party, calling card, or credit card calls.
- 2.4.B. The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by Carrier on the Customer's behalf.
- 2.4.C. If required for the provision of Carrier's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Carrier.
- 2.4.D. The Customer is responsible for arranging access to its premises at times mutually agreeable to Carrier and the Customer when required for Carrier personnel to install, repair, maintain, program, inspect or remove equipment with the provision of Carrier's services.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Customer (Cont'd)

- 2.4.E. The Customer shall ensure that the equipment and/or system is properly installed with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this Tariff and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.
- 2.4.E.1 If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.
- 2.4.E.2 If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to carrier equipment, personnel, or the quality of service to other Customers, Carrier may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, Carrier may, upon five (5) days written notice, via first class U.S. mail terminate the Customer's service.
- 2.4.F. The Customer is responsible for payment of the charges set forth in this Tariff. The Company reserves the right to refuse an application of service made by a present or former Customer who is, or was previously, indebted to the Company.
- 2.4.G. The Customer is responsible for compliance with the applicable regulations set forth in this Tariff.
- 2.4.H. The Customer shall indemnify and save Carrier harmless from all liability demanded by Carrier as specified in Section 2.3. above, arising in connection with the provision of service by Carrier.

Issued: July 10, 2001

Revised: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4180 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services

2.5.A. Without incurring liability, Carrier may discontinue services to a customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.5.B. following:

1. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due;
2. For violation of any of the provisions of this Tariff;
3. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services; or
4. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

2.5.B. Procedures for discontinuance of existing service:

1. Carrier may discontinue service without notice for any of the following reasons:
 - a. 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.
 - b. If a Customer or User uses Carrier's services in a manner to violate the law.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.B. Procedures for discontinuance of existing service (Cont'd)

2. In all other circumstances, Carrier will provide the Customer with written notice via first class U.S. mail stating the reason for discontinuance, and will allow the Customer not less than ten (10) days to remove the cause for discontinuance.
3. In cases of non-payment of charges due, the Customer will be given five (5) days written notice via first class mail that disconnection will take place. Disconnection may take place at any time within five (5) business days of mailing of the notice.
4. Customer may be given an opportunity to make full payment of all undisputed charges by negotiating a mutually agreeable payment plan. If Customer breaks a payment plan with the Company, Company is not obligated to enter into any further plans. Service may be terminated in accordance with these procedures.
5. Service will not be discontinued on any non-business day where Carrier is not prepared to accept payment of the amount due and to reconnect.

2.5.C. Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspection 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.

Issued: July 10, 2001

Effective: July 10, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4350 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.D. 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.

2.6 Billing Arrangements

2.6.A. Customers will be billed directly by Carrier or its intermediary.

2.6.B. Carrier will render bills monthly. Payment is due within thirty (30) day after Carrier renders the bills.

2.6.C. Carrier may impose a late payment charge of 1.5% (18% per year) on any bill not paid within thirty (30) days of receipt by the Customer.

2.6.D. Carrier agrees to abide by all rules and regulations imposed upon it by the P.U.C. and applicable South Dakota law.

2.7 Validation of Credit

Carrier reserves the right to validate the credit worthiness of Customers.

2.8 Contested Charges

All bills are presumed accurate, and will be binding on the Customer unless objection is received by Carrier within one hundred eighty (180) days after such bills are rendered. In the case of a billing dispute between the Customer and Carrier for service furnished to the Customer or End User, which cannot be settled with mutual satisfaction, the Customer can take the following course of action within one hundred eighty (180) days of the billing date:

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.8 Contested Charges (Cont'd)

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

2.8.B. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Customer may file an appropriate complaint with the Commission. The address and the telephone number of the Commission is:

The South Dakota Public Utilities Commission
State Capitol, 500 East Capitol Street
Pierre, SD 57501-5070
Telephone: (605) 773-3201
Facsimile: (605) 773-3809

2.9 Billing Entity Conditions

When billing functions on behalf of Carrier are performed by local exchange telephone companies, or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charge conditions.

2.10 Deposits

Carrier does not generally require a deposit from the Customer. At Carrier's discretion, a deposit may be required in accordance with applicable South Dakota law.

2.11 Taxes

All federal excise taxes, FCC charges/fees and state and local sales taxes, are billed as separate line items on periodic bills and are not included in the quoted rates in this Tariff. Customer shall be responsible for all applicable taxes.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 3. RESERVED FOR FUTURE USE

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

SECTION 4. RESERVED FOR FUTURE USE

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS

A. General

Extended Area Service entitles the customer to service without other charge to all access lines connected with a designated exchange, commonly called Extended Area Service. EAS refers to such service provided by means of special extended service circuits between the two exchanges.

Extended area service may not be terminated once established except through a termination plan that continues rates for a sufficient period of time after the investment is removed to recover costs. Such consideration may be made on a case-by-case basis.

Where EAS is provided, the exchanges with which it is provided are shown indented below the principal exchange.

EXCHANGE	RATE GROUP	EXCEPTION
Aberdeen Cresbard[1] Frederick[1] Mellette[1]	E	2FB and 2FR service is obsolete.
Arlington Lake Preston	C	2FB and 2FR service is obsolete.
Belle Fourche Nisland[1] W. Belle Fourche	C	2FB and 2FR service is obsolete. - Also serves rural territory in the state of Wyoming.

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Canton-Fairview Worthing[1]	C	2FB and 2FR service is obsolete. - Also serves rural territory in the state of Iowa.
Cavour Huron Iroquois	E	2FB and 2FR service is obsolete.
Chamberlain Ft. Thompson[1] Kimball[1] Pukwana[1] Reliance[1]	C	2FB and 2FR service is obsolete.
Colman Flandreau	C	2FB and 2FR service is obsolete.
Deadwood Lead Spearfish Whitewood W. Spearfish	E	2FB and 2FR service is obsolete.
DeSmet Lake Preston	C	2FB and 2FR service is obsolete.

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Elk Point	A	2FB and 2FR service is obsolete.
Flandreau Colman	C	2FB and 2FR service is obsolete.
Harrisburg Lennox[1] Sioux Falls Tea	I	2FB and 2FR service is obsolete. - Also serves rural territory in state of Iowa.
Hill City Hermosa[1] Keystone[1] Rapid City	G	2FB and 2FR service is obsolete.

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Huron	E	2FB and 2FR service is obsolete.
Cavour		
Hitchcock[1]		
Iroquois		
Wolsey[1]		
Iroquois	E	2FB and 2FR service is obsolete.
Cavour		
Huron		
Lake Preston	C	2FB and 2FR service is obsolete.
Arlington (includes towns of Badger and Hetland)		
DeSmet		
Lead	E	2FB and 2FR service is obsolete.
Deadwood		
Spearfish		
Whitewood		
W. Spearfish		

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
 Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
 4380 Boulder Highway
 Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
McIntosh Lemmon[1] Morristown	D	2FB and 2FR service is obsolete. - Also serves rural territory in state of North Dakota.
Madison Chester[1] Nunda[1] Oldham-Ramona[1] Wentworth[1] Winfred[1]	E	2FB and 2FR service is obsolete.
Milbank Revilla[1] Stockholm[1] Summit[1] Wilmot[1]	C	2FB and 2FR service is obsolete.
Miller	C	2FB and 2FR service is obsolete.
Mitchell	E	2FB and 2FR service is obsolete.

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Morristown	D	2FB and 2FR service is obsolete.
Lemmon[1]		- Also serves rural territory in state of North Dakota
McIntosh		
Pierre-Ft. Pierre	E	2FB and 2FR service is obsolete.
Hayes[1]		
Rapid City	G	2FB and 2FR service is obsolete.
Hermosa[1]		
Hill City		
Keystone[1]		
Redfield	C	2FB and 2FR service is obsolete.
Doland[1]		
Tulare[1]		
Sioux Falls	I	2FB and 2FR service is obsolete.
Baltic[1]		
Brandon[1]		
Colton[1]		
Crooks[1]		
Dell Rapids[1]		
Garretson[1]		
Harrisburg		
Hartford[1]		
Tea		
Valley Springs[1]		

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

A. General (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Spearfish Deadwood Lead Whitewood W. Spearfish	E	2FB and 2FR service is obsolete. - Also serves rural territory in state of Wyoming.
Sturgis	C	2FB and 2FR service is obsolete.
Tea Harrisburg Lennox[1] Sioux Falls Timber Lake	I	2FB and 2FR service is obsolete.
	B	2FB and 2FR service is obsolete.

[II] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Vermillion	C	2FB and 2FR service is obsolete.
Volga-Bruce	C	2FB and 2FR service is obsolete.
Brookings Municipal[1]		Based on the Public Service
Brookings Rural[1]		Commission's Order TC94-092
Sinai[1]		dated June 22, 1995, Volga
		customers will be assessed \$2.00
		per access line for EAS to Brookings
		Municipal and Brookings Rural.
Watertown	E	2FB and 2FR service is obsolete.
Castlewood[1]		
Florence[1]		
Hayti[1]		
Lake Norden[1]		
South Shore[1]		
Willow Lake[1]		

[1] Non-Company Exchanges.

Issued: July 19, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 EXCHANGES AND THEIR EXTENDED AREA SERVICE (EAS) POINTS (Cont'd)

EXCHANGE	RATE GROUP	EXCEPTION
Whitewood	E	2FB and 2FR service is obsolete.
Deadwood		
Lead		
Spearfish		
W. Spearfish		
Yankton	E	2FB and 2FR service is obsolete.
Irene (Includes community of Mayfield)[1]		- Also serves rural territory in state of Nebraska
Lesterville[1]		
Tabor[1]		
Wakonda (Includes towns of Gayville and Volin)[1]		

[1] Non-Company Exchanges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS (Cont'd)

5.1.2 EXCHANGE AREA RATE GROUPS

1. Local exchange service rates are established under a state-wide grouping plan generally recognizing both value and cost of service and based upon the number of terminals available, without toll charge, within the local calling service area. In this manner, local exchange service rates are applied uniformly throughout the state by size of exchange and scope of service available to customers.

Local Exchange Main Line Service rates apply for each local exchange access line.

2. Exchange rates for each exchange are established by rate groups, determined by the total number of terminals excluding Company office, assessable within the local calling area of that exchange, and those provided under the Extended Calling Plan. "Terminal" as used here, is a telephone number termination in a Company central office. When it is established that any exchange no longer is within its classified group limits as outlined below, either through increased or decreased development, the Company shall apply to the State Public Utilities Commission for the automatic reclassification of such exchange to its proper group as follows:
 - a. When through normal access line gain or loss the terminal development of the local calling area is above or below the group limitation for six consecutive months and such development reaches four percent above or below the upper or lower limits, as applicable, of the rate group in which the exchange is presently classified.
 - b. Through the enlargement of the local calling area resulting from the consolidation of exchanges.

RATE GROUP	TERMINAL DEVELOPMENT
A and B	1 - 1,000
C and D	1,001 - 5,000
E	5,001 - 20,000
G	20,001 - 45,000
I	45,001 - 60,000

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
 Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
 4380 Boulder Highway
 Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.2 EXCHANGE AREA RATE GROUPS (Cont'd)

1. Classification of Exchanges by Rate Groups. All Exchanges have Local Measured Service available.

RATE
GROUP

A	Elk Point
B	Timber Lake
C	Arlington, Belle Fourche, Canton-Fairview, Chamberlain, Colman, DeSmet, Flandreau, Lake Preston, Milbank, Miller, Redfield, Sturgis, Vermillion, Volga-Bruce
D	McIntosh, Morrystown
E	Aberdeen, Cavour, Deadwood, Huron, Iroquois, Lead, Madison, Mitchell, Pierre-Ft. Pierre, Spearfish, Watertown, Whitewood, Yankton
G	Hill City, Rapid City
I	Harrisburg, Sioux Falls, Tea

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

§.1 EXCHANGE AREAS (Cont'd)

§.1.3 LOCAL SERVICE INCREMENTS

A. Extended Calling Plan

1. General

- a. This section contains the rate plan and conditions applicable to the Extended Calling Plan.
- b. The Extended Calling Plan, as described below, provides for extension of the local calling service area to contiguous exchanges in South Dakota at rates specified in 4. following.
- c. Provision of the Extended Calling beyond contiguous exchanges is not contemplated. Should there be a demonstrated community of interest for the Extended Calling Plan beyond a contiguous exchange, the Company will consider such demand on a case-by-case basis. Specially computed charges may apply in addition to those specified in 4. following.
- d. The provision of the Extended Calling Plan shall include all customers connected to common use and identity switching equipment. Any cost incurred to subdivide the switching equipment shall be borne exclusively by subscribers requiring such subdivision.
- e. The Extended Calling Plan is available between Company exchanges. Requests for the plan to be provided between Company and Independent Company exchanges will be considered on a case-by-case basis.
- f. This plan may not be terminated once established except through a termination plan that continues rates for a sufficient period of time after the investment is removed to recover costs. Such consideration may be made on a case-by-case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS (Cont'd)

5.1.3 LOCAL SERVICE INCREMENTS

A. Extended Calling Plan

2. Description

- a. The Extended Calling Plan provides for two-way or one-way customer dialed calling between exchanges with contiguous exchange boundaries.
- b. The rate increment for the Extended Calling Plan is determined on a case-by-case basis to cover the cost of provisioning plus lost toll revenues.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.3 LOCAL SERVICE INCREMENTS

A.2. (Cont'd)

- c. The number of lines required to provide the Extended Calling Plan will be determined by the Company subject to Commission approval as hereinafter provided. At the end of the first year that the plan is in effect, the network will be adjusted based on actual usage. Thereafter, the network requirement will be reviewed annually. If usage is such that additional lines are required, proposed rates reflecting the additional cost of additional lines shall be submitted to the South Dakota Public Utilities Commission for its approval of both, whether additional lines should be added, and whether the proposed rates are just and reasonable.
3. Terms and Conditions
 - a. The Extended Calling Plan may be provided only upon demonstration of a substantial majority of customer acceptance at rates as determined by the conditions of this Tariff.
 - b. All customers to exchange service in exchanges where the Extended Calling Plan is in effect must also subscribe to the Extended Calling Plan.
 - c. The Extended Calling Plan may be suspended only when the exchange service with which it is associated is suspended. The rates and conditions for the suspension of the Extended Calling Plan are the same as those specified for the suspension of exchange service in Section 2.
 - d. The minimum service period for the Extended Calling Plan is the same as for local exchange service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.1 LOCAL SERVICE INCREMENTS

A.2. (Cont'd)

4. Rates

- a. The monthly rates shall be determined on a case-by-case basis. Such rates shall be calculated to recover the cost of providing the service plus the toll revenues lost with implementation of Extended Calling Plan. All calculations for rates shall be submitted to the South Dakota Public Utilities Commission for approval.

RESIDENCE MAIN STATION
PER MONTH
ICB

BUSINESS MAIN STATION
PER MONTH
ICB

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.4 BORDER EXCHANGES

BIG STONE CITY, SOUTH DAKOTA

- A. This Tariff applies to service furnished from the Ortonville, Minnesota exchange to the territory located in South Dakota; namely, the town of Big Stone City and surrounding area.
- B. The General Regulations and the local Exchange and Network Services Tariff for the State of Minnesota are hereby made a part of this Tariff and apply to this service except as otherwise provided herein.
- C. The rates listed below entitle the customer to service without other charge to all stations connected to the Ortonville, Minnesota exchange (includes Big Stone City stations) as well as all stations connected to the Clinton and Odessa, Minnesota exchanges.
- D. The base rate area is within the boundary shown on the Ortonville, Minnesota Base Rate Area Map.
- E. Monthly Rates for Big Stone City

	MONTHLY RATE	USAGE ALLOWANCE
• Business		
- One-Party Flat	\$34.61	N/A
- Measured Service	21.31	-
• Residence		
- One-Party Flat	13.96	N/A
- One-Party Measured	8.73	3 hours

F. Measured Service Usage Charges

DISTANCE IN MILES	INITIAL EACH MINUTE RATE	ADDITIONAL MINUTE RATE
0 - 10	\$0.05	\$0.01
11 - over	0.06	0.02

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 EXCHANGE AREAS

5.1.4 BORDER EXCHANGES (Cont'd)

SOUTH DAKOTA RURAL TERRITORY NEAR SIOUX CITY, IOWA

- A. This Tariff applies in the portion of the Sioux City, Iowa exchange located in the State of South Dakota.
- B. The Exchange and Network Services Tariff for the State of Iowa is hereby made a part of this Tariff and applies to this service except as otherwise provided herein.
- C. A Late Payment Charge applies as specified in the Regulations Section.
- D. The rates listed below entitle the customer to service without other charge within the Sioux City, Iowa exchange. The Sioux City exchange includes, in addition to North Sioux City, South Dakota and vicinity, the territory in Iowa comprising Sioux City, Iowa and vicinity. Extended Area Service is provided to the Merrill and Sergeant Bluff, Iowa, and the South Sioux City and Dakota City, Nebraska exchanges.
- E. Monthly Rates

	MONTHLY RATE	USAGE ALLOWANCE
* Business		
- One-Party Flat	\$30.15	N/A
- Measured Service	24.00	-
- Usage charge, per minute	-	\$0.03
- Public Carrier Access	24.00	N/A
* Residence		
- One-Party Flat	12.05	N/A
- Basic (Measured)	7.50	-
- Budget Pack (Measured)	9.25	3 hours
- Value Pack (Measured)	11.40	6 hours
- Usage Charge, per minute	-	\$0.02

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

A. Application of Business and Residence Rates

1. General

- a. This section describes the application of business and residence rates.
- b. Business service is furnished to customers at a location that is primarily used for performing a business, trade or practice.
- c. Residence service is furnished at a location used primarily for domestic purposes.
- d. Where residence service is permitted in non-residential locations, such as at churches or elementary schools, only one-party service shall be provided within the base rate area. Also where shared usage with another party would not be practical, such as fraternity and sorority houses or similar locations, only one-party service shall be provided within the base rate area.
- e. Customers changing from business service to residence service will be assigned a different telephone number. Referral to the new residence number assigned will not be provided.

2. Business Service

Business rates apply at the following locations:

- Office, stores, factories and all other places of a strictly business nature.
- Hospitals.
- Administrative locations of nursing homes and homes for the aged.
- Colleges and universities (excluding dormitories).
- Senior High, Junior High Schools and elementary schools.
- Day care centers.
- Administrative offices of church organizations such as denominational state or district headquarters. (Does not include individual churches.)
- Administrative offices of church organizations such as denominational state or district headquarters. (Does not include individual churches.)

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

A.2. (Cont'd)

- * Quarters occupied by charitable organizations, libraries, clubs, civic organizations and fraternal societies. Where the quarters of a club or fraternal society are infrequently used, such as for weekly meetings, and no attendant or administrative staff is provided, residence service may be installed. Fraternal societies, as here used, does not include college fraternity or sorority houses in which members lodge or board.
- * At any location, including residence, where the customer advertises with a business listing, except when a residence number is an alternative call number in connection with a business telephone number.
- * At any location provided to or through a reseller of local exchange service.

3. Residence Service[1]

Residence rates apply at the following locations:

- * *Private residences.* This location typically contains cooking and sleeping facilities.
- * Buildings which are a part of the customer's domestic establishment and used only for domestic purposes such as private garages, stables and boat houses.
- * Private rooms or apartments including those located in hotels, clubs, nursing homes and homes for the aged where the service is confined.
- * College dormitories, fraternity and sorority houses where the members lodge or board.
- * Rooms occupied by clubs or fraternal societies which are infrequently used, such as for weekly meetings, and no attendant or staff is regularly provided (see also definition under Business Service).
- * Churches, even though the telephone is to be used for church administrative purposes. See "Business Service" for administrative offices of church organizations.

[1] Except for schools and churches, Rotary/Hunting Service will not be provided on residential service.
Issued: July 10, 2001 Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

A. Application of Business and Residence Rates (Cont'd)

4. Nonrecurring Charges

- a. A nonrecurring charge is a one-time charge made under certain conditions, to connect, move or change telephone service or facilities.
- b. Nonrecurring charges, where applicable, are specified with services as stated in each section of the Tariff, unless otherwise specified or included in this section.
- c. Nonrecurring charges do not apply for the following customer initiated requests providing work is limited to that specified:
 - Changes from one to another grade of service (one-, two-, four-party or rural service) including changes in wiring which may be required by such change in grade.
- d. Nonrecurring charges apply as appropriate for change in class of service.
- e. Charges

	NONRECURRING CHARGE		
	USOC	RESIDENCE	BUSINESS
• Change due to regarding from business to residence service, each	NCK	\$9.55	\$10.00
• Change of any class of local service to any other class of local service[1]	GCS	9.55	10.00

[1] Does not apply to residence customers converting from flat rate service to measured service, measured service to flat rate service, or between any Local Measured Service offerings, or to customers converting to or from TELEOPTION service.

B. Residence Individual Auxiliary Lines

- 1. During such period as a residence customer has a regular residence individual line in service at their place of dwelling, at the regular rate for the exchange involved, one or more residence individual auxiliary lines may be installed on the same premises and in the same dwelling unit for the use of the immediate family for whose use the initial residence individual line is in service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

B. Residence Individual Auxiliary Lines (Cont'd)

2. Such residence individual auxiliary lines may not be numbered consecutively nor served on a rotary (hunting) basis with the primary service. They may be nonlisted or nonpublished according to usual practice, if desired, and are furnished at a monthly rate, equal to the monthly rate for a residence one-party (flat rate) line, as covered following for the exchange in which furnished. In zoned areas or exchanges, the rate is related to the zone rate for such service; otherwise extra exchange line mileage charges apply.

5.2.1 MEASURED SERVICE

A. Budget Pack (Residence Only)

1. Description

Budget Pack is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available. The rates for usage vary based on the number of local messages, the duration (holding time) of each message, the distance between calling and called numbers, and the time of day the call is made.

2. Terms and Conditions

- a. One-party residence subscribers in exchanges with the necessary measuring capabilities will have an option of maintaining their current telephone service or subscribing to Budget Pack.
- b. In exchanges where Budget Pack is offered, multiparty service will be obsolete, except where limited by outside plant facilities. Those customers who currently subscribe to multiparty service will be allowed to retain such service at their present location.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A. Budget Pac (Residence Only)

2. Terms and Conditions

- c. Nonrecurring charges do not apply to residence customers converting from flat rate service to measured service, measured service to flat rate service, or between any Local Measured Service offerings.
- d. Budget Pack local usage charges will not apply to calls placed on the Measured Service line to the Company Business Office, Repair Service, Directory Assistance, or to 911 or "0" for Emergency Agencies, such as Police, Fire, Rescue or Ambulance.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A.2. (Cont'd)

- e. Budget Pack and flat rate service will not be allowed for business customers on the same premises, with the exception of:
 - (1) The non-administrative, inward terminations at a Telephone Answering Bureau.
 - (2) A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal service exchange.
 - (3) The selection of either flat rate service or measured service for all administrative lines of a Radio Carrier.

- f. The following services are not offered the option of subscribing to Budget Pack:
 - (1) Non-administrative lines of Radio Carriers.
 - (2) Business Service.
 - (3) PAL Service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A. Budget Pack (Residence Only) (Cont'd)

3. Rates and Charges

- a. The maximum one-party Budget Pack monthly billing or fixed monthly rates and usage charges for sent paid local calls originating on the Budget Pack line will not exceed 150 percent of the current one-party residence flat rate charges. Sent paid local calls include Dial Station-to-Station, Operator Station-to-Station and Person-to-Person calls.
- b. The following rates and charges are applicable to individual line Budget Pack Service.

USOC	NONRECURRING CHARGE	MONTHLY RATE	
(1) Rate Groups A, C, E, G and I			
• Each line	R1M	\$25.00	\$11.05
(2) Rate Groups B and D[1]			
• Each line			
- BRA	R1M	25.00	8.00
- OBRA	R1M	25.00	11.00

- c. The basic monthly rates for Budget Pack include usage allowances as follows:

	USAGE ALLOWANCE
• Each line	\$2.50

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A. Budget Pack (Residence Only) (Cont'd)

3. Rates and Charges

(1) The method of applying the usage allowance will be as shown following:

- The usage allowance is applied only toward sent paid usage charges accumulated above.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

(1) See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A.3. (Cont'd)

d. The following usage charges apply for local calls over the call allowance:

CALL AREA	DEFINITION ^[1]	INITIAL MINUTE OR FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Intraexchange EAS	\$0.05	\$0.010
B	0 - 22 Miles	0.05	0.010
C	23 - 30 Miles	0.05	0.010
D	31 - 40 Miles	0.05	0.010
E	41 - 55 Miles	0.05	0.010

Local calls to points within the Budget Pack customer's exchange are considered intraexchange calls.

For Budget Pack Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).

- e. For Local Station-to-Station calls placed which require operator assistance, a service charge will be assessed in addition to usage charges.
- f. For Local Person-to-Person calls placed, a service charge will be assessed in addition to usage charges.
- g. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

[1] Local calls to points outside the measured service customer's exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A.3. (Cont'd)

h. Measured Usage Charges

- (1) Measured usage charges are applicable to local messages completed on a dial station-to-station basis.
 - (2) The initial period rate is the rate in effect at the time the connection is established. The rate for each additional period is the rate in effect at the beginning of each additional period.
 - (3) Measured usage charges accumulate on a monthly basis commencing on the billing date.
- i. Initial and Additional Periods
- (1) Initial period usage charges are for a connection of one minute or any fraction thereof.
 - (2) Additional period usage charges are for each additional minute or any fraction thereof that the connection continues beyond the initial period.
- j. Determining Usage Charges
- (1) Refer to the usage charge table.
 - (2) If the call is during the discount period as defined in the rate discount and application period table, apply the percent discount.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.

Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A.3. (Cont'd)

k. Discounts

- (1) The discount for the reduced rate period given in the rate discount and application period table following is expressed as a percent reduction of the sum of the initial and additional period charges calculated at the rates published in the usage charges table and is applied to message connections established during the period indicated in the rate discount and application period table.
- (2) The initial period discount is the discount in effect at the time the connection is established. The discount for each additional period is the discount in effect at the beginning of each additional period.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A.3. (Cont'd)

1. Rates Applicable on Certain Holidays

On Christmas Day, New Year's Day, Independence Day, Thanksgiving Day and Labor Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply.

m. Local Discount Time Periods

	MON	TUE	WED	THUR	FRI	SAT	SUN
9:00 AM to 9:00 PM	Day Rate Period Full Rate						
9:00 PM to 9:00 AM	Evening, Night and Weekend Rate Period 50% Discount						

- Discounts apply to initial minute and additional minutes.
- Discounts do not apply to operator service charges.

B. Hourly Usage Package Service (Residence Only)

1. Description

Hourly Usage Package Service is local exchange service for which rates are based upon exchange access and usage.

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

A.3. (Cont'd)

2. Terms and Conditions

- a. Hourly Usage Package Service is available to residence customers in exchanges where central office facilities are available.
- b. In an exchange where Hourly Usage Package Service is offered, multiparty service will no longer be offered, except where limited by outside plant facilities. Those customers who currently subscribe to multiparty service will be allowed to retain such service at their present location.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

B.2. (Cont'd)

c. The following services are not offered the option of subscribing to Hourly Usage Package Service:

- Multiparty Service
- Business Service

3. Rates and Charges

a. The following rates and charges are applicable to individual line Hourly Usage Package Service.

(1) Rate Groups A, C, E, G and I

PACKAGE	USOC	NONRECURRING CHARGE	MONTHLY RATE
• 3 Hour Package	RWV,AWV	\$25.00	\$11.05
• 6 Hour Package	RWG,AWJ	25.00	13.15
• 9 Hour Package	RWH,AWQ	25.00	15.25

(2) Rate Groups B and D[1]

• 3 Hour Package			
- BRA	RWV,AWV	25.00	8.00
- OBRA	RWV,AWV	25.00	11.00
• 6 Hour Package			
- BRA	RWG,AWJ	25.00	10.10
- OBRA	RWG,AWJ	25.00	13.10
• 9 Hour Package			
- BRA	RWH,AWQ	25.00	12.20
- OBRA	RWH,AWQ	25.00	15.20

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

B.2. (Cont'd)

- b. The Hourly Usage Package Service additional usage charge is for each sent paid local calling minute exceeding the package rate. The timing of local messages is as specified for Budget Pack Service.

	USAGE CHARGE
• Additional usage charge, per minute	\$0.02

- (1) See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

B.3. (Cont'd)

- c. Hourly Usage Package Service usage charges will not apply to calls placed on an Hourly Usage Package Service line to the Company Business Office, Repair Service, Directory Assistance, or to 911 or "0" for Emergency Agencies, such as police, fire, rescue or ambulance.
- d. Each Hour package includes an hourly usage allowance.

The method of applying the hourly usage allowance is the same as additional usage and:

- The usage allowance is applied only toward sent paid usage charges.
- No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.
- e. Nonrecurring charges do not apply to residence customers converting from flat rate service or measured service, measured service to flat rate service, or between any Local Measured Service offerings.
- f. For local Station-to-Station calls placed which require operator assistance, a service charge will be assessed in addition to usage charges listed above.
- g. For local Person-to-Person calls placed, a service charge will be assessed in addition to usage charges listed above.
- h. The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.1.1 MEASURED SERVICE (Cont'd)

C. Value Pack (Business Only)

1. Description

Value Pack is a local exchange service furnished with rates for an exchange access line and usage. It is an optional offering on a single party basis. It is limited to where facilities and equipment are available. The rates for usage vary based on the number of local messages, the duration (holding time) of each message, the distance between calling and called numbers, and the time of day the call is made.

2. Terms and Conditions

- a. In exchanges where Value Pack is offered, multiparty business service is no longer offered except where limited by facilities or equipment. Those customers who currently subscribe to multiparty business service will be allowed to retain such service at the current location.
- b. Nonrecurring charges, specified in 5.2.A. will not apply for conversion to Value Pack or for conversion back to the previous service within 12 months of the date at which Value Pack is offered in the central office serving the customer. After this 12-month period, nonrecurring charges will apply to conversions from measured to flat-rate services.
- c. Value Pack usage charges do not apply to calls placed to the Company Business Office, Repair Service, Directory Assistance, 911 or "0" for Emergency agencies such as police, fire, rescue or ambulance, or to long distance.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.1.1 MEASURED SERVICE (Cont'd)

C. Value Pack (Business Only)

2. Terms and Conditions

- d. Combinations of Value Pack and flat rate service will not be allowed on the same premises, with the exception of:
- The non-administrative, inward terminations at a Telephone Answering Bureau.
 - A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal serving exchange for the Measured Service lines.
 - The selection of either flat rate service or measured service for all administrative lines of a Radio Carrier.
- e. Usage billing will be on a bulk basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

C. Value Pack (Business Only) (Cont'd)

3. Rates and Charges

a. The following rates and charges are applicable to individual line Value Pack Service.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
(1) Rate Groups A, C, E, G and I			
* Each line	BIM	\$47.00	\$28.65
(2) Rate Groups B and D[1]			
* Each line			
- BRA	BIM	47.00	25.00
- OBRA	BIM	47.00	28.00

b. The basic monthly rate for Value Pack includes usage allowances as follows:

	USAGE ALLOWANCE
* Each line	\$5.00

The method of applying the usage allowance will be as shown following.

- * The usage allowance is applied only toward sent-paid local usage charges as accumulated above.
- * No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

C.3. (Cont'd)

- c. The following usage charges apply to Value Pack Service in addition to the above rates for completed calls which are originated on the Value Pack line:

CALL AREA	DEFINITION[2]	USAGE RATES[1]	
		INITIAL MINUTE OR FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Intraexchange EAS	\$0.05	\$0.010
B	0 - 22 Miles	0.05	0.010
C	23 - 30 Miles	0.05	0.010
D	31 - 40 Miles	0.05	0.010
E	41 - 55 Miles	0.05	0.010

For Value Pack Service, usage charges exceeding twenty dollars (\$20.00) per line (or trunk) within a monthly billing period will be discounted thirty percent (30%).

- d. The quotation of "time and charges," duration of messages, and the associated charge to be billed the customer will not be provided on local messages.
- e. The timing of local messages is the same as specified for Budget Pack Service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

C.3. (Cont'd)

- f. For local Station-to-Station calls placed from Value Pack lines which require operator assistance, a service charge will apply in addition to usage charges. Handicapped exemptions will apply to all sent-paid calls. These charges and regulations will be the same as specified elsewhere in this Tariff.

- (1) The exchange usage charges shown will be discounted based on time of day and day of week originated as specified elsewhere.
- (2) Local calls to points within the Value Pack customer's exchange are considered intraexchange calls. Local calls to points outside the Value Pack customer's exchange are considered Extended Area Service (EAS) calls and are rated according to airline mileage between the rate center of the originating customer's exchange and the rate center of the called exchange. The method of computing this airline mileage is the same as used for long distance message telecommunications service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

C.3. (Cont'd)

- g. For local Person-to-Person calls placed from Value Pack lines, a service charge will apply in addition to usage charges.
- h. Definitions of Classes of Service for local calls: Dial Station-to-Station, Operator Station-to-Station and Person-to-Person apply to local calls originated from Value Pack.
- i. Rates Applicable on Certain Holidays

On Christmas Day, New Year's Day, Independence Day, Thanksgiving Day and Labor Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply.

j. Local Discount Time Periods

	MON	TUES	WEDS	THURS	ERI	SAT	SUN
9:00 AM to 9:00 PM	Day Rate Period Full Rate						
9:00 PM to 9:00 AM	Evening, Night and Weekend Rate Period 50% Discount						

- Discounts apply to initial minute and additional minutes.
- Discounts do not apply to operator service charges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.1.1 MEASURED SERVICE (Cont'd)

D. Hearing or Speech Impairment Discount

Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate by a Telecommunications Device for the Deaf (TDD) - sometimes referred to as a teletypewriter or TTY device - will receive, upon written application to the Company, credit on day, evening, and certain night rates intrastate dial station-to-station calls from a certified account premises where a TDD is located.

The credit given for these dial station-to-station calls will be a 35% discount of the full day rates for 9 a.m. to, but not including, 9 p.m. weekdays, a 60% discount of the full day rate for 9 p.m. to, but not including, 9 a.m. weekdays and all hours for weekends. For certain holidays as specified below, the 60% discount will apply unless a lower rate as specified earlier in this paragraph would apply.

For a customer with more than one line or trunk, written application will be required for each line or trunk.

The billing period for this discount will be determined by the toll billing date. The customer will receive the discount at the beginning of the next toll billing period after application approval. The customer has the option of withdrawing at either the beginning or ending of the billing period. A nonrecurring charge does not apply to establish this service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE (Cont'd)

E. Measured Service And Hourly Usage Package Service Billing Options

1. Description

Measured Service/Hourly Usage Package Service Billing Options will provide customers, where these services are available, several options on how local usage charges will be billed, and in which format and amount of detail the bill will be rendered.

a. Local Reverse Billing (USOC LRB)

This option provides for the billing of the called party (flat or measured customer) rather than the calling party for local measured service charges.

- Individual Line Usage (USOC OMDSB) only with LRB. This option provides a summary listing of local usage per line rather than on an account total.
- Local Usage Detail (USOC OMD) only with LRB Local Usage Detail will provide customers detail of their local incoming measured calls under several options. Detail is available separately from the bill on either paper, magnetic tape or microfiche. This option provides the following detail: the central office prefix of the calling number, connect time, duration (holding time), date of call, and amount of each local call.

2. Terms and Conditions

- a. Local Reverse Billing is available to business customers for inward calls on a per message basis. Calls must originate from telephone lines located in Company exchanges. The customer has the option of enrolling in or withdrawing from the service at either the beginning or ending of the billing period. There will be no billing of fractional amounts.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

E.1 LOCAL EXCHANGE SERVICE

E.1.1 MEASURED SERVICE

E.2 (Cont'd)

- (1) Individual Line Usage will be provided for the first line of the following arrangements:

- Multiline hunt groups
- Simulated Facility Groups
- Centrex Data Consoles and *CENTREX PLUS*
- *Remote Line Access Service*

It will not be provided on customer accounts with exceptions NNX-XXXX numbering, such as:

- PBX trunks

The customer has the option of enrolling in or withdrawing from the service at either the beginning or ending of the billing period. There will be no billing of fractional amounts.

- (2) Local Usage Detail is available on a total account basis only and becomes effective on the customer's billing date. The customer has the option of enrolling in or withdrawing from the service at either the beginning or ending of the billing period. There will be no billing of fractional amounts.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.1 MEASURED SERVICE

E.1. (Cont'd)

J. Rates and Charges

		NON- RECURRING CHARGE	MONTHLY RATE	PER MESSAGE
	USOC			
* Local Reverse Billing, per line or terminal arranged	LRB	\$ 5.00	\$1.50	\$0.01
- Individual Line Usage, per line or terminal arranged for inward calls	OMDSB	15.00	1.50	-
- Local Usage Detail, per line or terminal arranged for inward calls	OMD	15.00	1.50	0.01

Revised July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE (Cont'd)

5.1.2 FLAT RATE SERVICE

Flat Rate Service is an exchange service for which a specified rate is charged, regardless of the amount of usage. Two and four-Party Service are obsolete offerings limited to existing installations for the same customer on the same premises. When facilities are available, customers must convert to one-party service and the customer's two or four-party service will be eliminated.

A. Residence Flat Rate Service

The rates for each rate group are shown for Base Rate Areas (BRA) and Outside Base Rate Areas (OBRA). Refer to the individual exchanges for exceptions.

1. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
• One-party line	1FR,AFH	\$25.00

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.2 FLAT RATE SERVICE

A. Residence Flat Rate Service (Cont'd)

2. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• One-party line	\$15.05	\$15.75	\$16.55	\$17.75	\$18.25
	MONTHLY RATE PER RATE GROUP[2]				
	B	D			
• One-party line					
- BRA		\$12.00	\$12.70		
- OBRA[2]		15.00	15.70		

(1) See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

(2) Available only where facilities permit.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.1.1 FLAT RATE SERVICE (Cont'd)

B. Business Flat Rate Service

The following rates and charges are applicable to business flat rate service.

1. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
* One-party line	1FB	\$47.00
* Incoming line	7FB	47.00

2. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
* One-party line	\$27.25	\$29.65	\$32.45	\$36.60	\$38.40
* Incoming line	24.90	27.05	29.55	33.30	34.95

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.2.2 FLAT RATE SERVICE

B.2. (Cont'd)

	MONTHLY RATE PER RATE GROUP[1]	
	B	D
• One-party line		
- BRA	\$23.60	\$26.00
- OBRA	26.60	29.00
• Incoming line		
- BRA	21.25	23.40
- OBRA	23.95	26.10

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE (Cont'd)

5.2.3 LOCAL SERVICE OPTIONS

A. Hunting (Rotary Service)

1. General

- a. Business main station lines may be arranged for hunting, level hunting or similar service where, by means of central office equipment, a call to one or more lines in a group will be completed to an idle line in that group when the called line is in use.
- b. Hunting service is furnished only where necessary facilities are available. Rates for hunting service are not applicable to trunks, Centrex or *CENTREX PLUS* lines, or residence lines.

2. Rates and Charges

In addition to the business individual basic rate, all lines in hunting will pay an additional amount as specified below:

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Per line	HTG	\$11.00	\$8.95
• Rearrange Hunting Service	AAV	11.00	-

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.2.1 LOCAL SERVICE OPTIONS (Cont'd)

B. Public Response Calling Service

1. Description

Public Response Calling Service (PRCS) provides facilities for call-in programs, promotional activities, and contests which are publicly advertised and result in mass calling by the general public to a telephone number.

2. Terms and Conditions

- a. Public Response Calling Service is offered to customers where facilities are available and the conditions listed below exist.
- b. In order to avoid possible interference with the service of other customers, those customers who solicit large volumes of calls resulting in the conditions listed in b.(1) through b.(3) following, will be required to subscribe to PRCS, or modify or discontinue the call-in activity.
 - (1) Number of calls being directed to an advertised telephone number exceeds 200 in a given hour of time, and
 - (2) More than 15 percent receive a busy signal, or
 - (3) The number of busy signals exceed 1,000 per week.
- c. PRCS lines may not hunt or call forward-busy to a non-PRCS line.
- d. One or more exchange access lines may be provided for use with PRCS and the central office prefix assigned will be specified by the Company.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS

B.2. (Cont'd)

- e. The telephone number assigned to PRCS may be listed in the directory and on directory assistance records of the exchange from which the associated PRCS lines are furnished. Additional listings may be purchased by the customer.
 - f. Customers utilizing *Remote Line Access Service* for mass call-in activity (as defined in b.) must have the calls directed to a PRCS line.
 - g. Customers outside the central office where PRCS is provided may be served from the PRCS prefix. The calls must be directed to a standard exchange access line.
3. Rates and Charges
- a. Business flat rates as specified in 5.2.2 shall apply.
 - b. Nonrecurring charges based upon cost may apply where unusual quantities of facilities are needed to meet a customer's service requirements, considered by the Company to be beyond the normal scope of the service.
 - c. Charges apply to message toll calls placed to the advertised telephone number.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS (Cont'd)

C. Dormitory Communication Service

1. General

- a. Dormitory Communication Service (DCS) is available to accredited public and private educational institutions for residential use by students, faculty members, or employees who reside in dormitories or other residential quarters owned, leased, or under control of the educational institution.
- b. DCS is furnished from central office equipment located on Company premises and associated facilities arranged to provide the equivalent of residence individual line rotary-dial or Touch-Tone local exchange service. DCS lines furnished to an educational institution must be of the same class of residence individual line service, and a mix of different services is not permitted.
- c. The local calling area for DCS is the same as that specified in the Local Exchange Tariff for residence individual line service in the exchange in which the DCS central office equipment is located. DCS local calls, including calls between DCS lines served by the same DCS central office equipment, are subject to the same local exchange service usage charges as applicable to residence individual line service.

2. Terms and Conditions

- a. DCS is furnished to an educational institution upon the condition that use of the service shall not be made subject to any charge by the educational institution in excess of the charges set forth in the tariffs of the Company.
- b. The educational institution is responsible for payment of all charges except those set forth in c., following.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS

C.2. (Cont'd)

- c. The Company will bill and collect DCS sent paid or collect long distance messages, telegrams, cablegrams, and radiograms. In addition, the Company will bill and collect local exchange service usage.
- d. The terms and conditions set forth in Section 2 for deposits and payment of service are applicable.
- e. The educational institution shall agree to render assistance to the Company in the prompt collection of charges billed to DCS lines.
- f. In the event of nonpayment of any charges billed, the Company may suspend or terminate a DCS line until all charges due have been paid. Service which is so suspended or terminated is subject to the charges specified in Section 2 for restoral or reestablishment of service.
- g. The nonrecurring charges specified previously in 5.2 for residence service apply to the service connection, move, and change of DCS.
- h. DCS lines may be temporarily suspended, at the educational institution's request, subject to the terms and conditions specified for the temporary suspension of individual line residence service in Section 2.
- i. The rates and charges specified for DCS lines in 3. following do not include directory listings in the alphabetical section of the directory of the Company. Directory listings for DCS are furnished with the consent of the educational institution at the same rates and charges specified for residence additional directory listings in 5.7.
- j. DCS extension station lines will be provided with the consent of the educational institution only within the same dormitory room or suite or other residential quarters as the associated DCS line.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS

C.2. (Cont'd)

- k. Subject to the availability and type of DCS central office equipment provided, and with the consent of the educational institution, DCS lines may be equipped for Touch-Tone Service at Rates and Charges (applicable only for certain Rate Groups) specified in 5.4.2, and/or Custom Calling Service at the same rates and charges as specified for such services for residence individual lines.
- l. The initial contract period for each DCS line is the same as the initial contract period specified for residence individual line service.

3. Rates and Charges

	USOC	RATES AND CHARGES
• Dormitory Communication Services lines, each	1DF	[1]

III Apply the same rates and charges as specified in 5.2.4 for residence individual line service in the exchange in which the DCS central office is located.

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.1.1 LOCAL SERVICE OPTIONS (Cont'd)

D. Extension Service

1. General

- a. Extension Service provides the user with the capability for originating calls from or receiving calls at locations in addition to the location of the main line service.
- b. Extension Service is furnished in connection with all classes of individual and party line service.
- c. Extension Service may be installed only at locations where the use will be confined to the customer, employees or representatives engaged in the business, family unit or guests or persons permitted to use the service as provided for under the regulations governing joint user service.
- d. Extension Service may be installed at locations not on the customer's premises only when there is other telephone service at those locations adequate, in the opinion of the Company, to take care of exchange and toll requirements. Such service is installed subject to the transmission limitations of exchange circuits.
- e. If special construction is required in the installation of Extension Service, construction charges shall apply.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.2.1 LOCAL SERVICE OPTIONS (Cont'd)

E. Incoming Lines And Trunks

1. Customers for individual line business flat rate service, or private branch exchange service, may be provided, respectively, with one or more additional lines or trunks to be used exclusively for inward service from the central office.
2. Stations for terminating inward lines associated with individual line business service are not placed off the premises where the individual line service is located.
3. The monthly rate for each inward line is specified in 5.2.2.
4. The monthly rate for each inward trunk to a private branch exchange is as specified in 5.3 for the serving exchange.
5. Except in zoned areas or exchanges, extra exchange line mileage charges apply in addition to the monthly rate, if the station or private branch exchange in which the inward line terminates is located outside of the Base Rate Area of the exchange. In zoned areas or exchanges, mileage charges are not applied; rates are determined as in 3. and 4. above.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 LOCAL EXCHANGE SERVICE

5.1.3 LOCAL SERVICE OPTIONS (Cont'd)

F. *Reserve Line Service*

1. Description

RESERVE Line is an offering on a month-to-month basis which will allow business customers to expand access to their business and expand their capacity to make outgoing calls as needed. This service is designed for customers that experience periodic peaks and valleys in calling volumes to and from their business.

2. Terms And Conditions

- a. This service will be offered to business customers only.
- b. *RESERVE* Line measures both incoming and outgoing calls on a per minute of use basis. The incoming and outgoing call capability is always active.
- c. Any mandated charges or special surcharges, e.g., 911, TDD, EUCL, Telephone Assistance Plan, will apply under the same terms as a measured business line.
- d. Directory Assistance and long distance service will apply under the same terms as a measured business line.
- e. Customers must have at least one flat rated business line at the location for which they are ordering *Reserve Line Service*. *RESERVE* Line cannot be used as the primary business line.
- f. No listing will be provided with the *RESERVE* Line.
- g. Terms, conditions, rates and charges as described elsewhere in this Tariff, apply as appropriate.
- h. *Reserve Line Service* will be provided where technically and economically feasible.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS (Cont'd)

F. *Reserve Line Service*

2. Terms And Conditions

- i. Customers are not charged to change from *RESERVE* Line to an individual business line.
- j. *Reserve Line Service* may be temporarily suspended only when the main service with which it is associated is suspended. *Reserve Line Service* will remain at the full rate.

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS

F.2. (Cont'd)

- k. The Initial Service Period described in Section 2 does not apply for *Reserve Line Service*.
- l. Nonrecurring charges apply to establish *Reserve Line Service*. In addition, nonrecurring charges apply to change from an individual business line to *Reserve Line Service*.

3. Rates and Charges

The following rates and charges are applicable to *Reserve Line Service*.

a. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
• <i>Reserve Line Service</i> , per line	1TM	\$47.00

b. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• Per line	\$14.70	\$15.90	\$17.30	\$19.35	\$20.25

	MONTHLY RATE PER RATE GROUP[1]	
	B	D
• Per line		
- BRA	\$11.80	\$13.00
- OBRA	13.30	14.50

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.3 LOCAL SERVICE OPTIONS

F.2. (Cont'd)

c. Incoming and Outgoing Usage

• Per minute of use[2]

CHARGE
\$0.05

[1] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

[2] Applies to connections of one minute or fraction thereof.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE (Cont'd)

5.2.4 TELEPHONE ASSISTANCE PROGRAMS

A. Lifeline Assistance

1. Description

The Lifeline Assistance Plan (Lifeline) assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Residents living on reservations can also qualify for the Federal portion of the Lifeline program based on terms and conditions for Tribal Lifeline.

2. Eligibility Requirements

- a. To be eligible for assistance, an applicant must participate in one of the following:
 - Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
 - Food Stamps
 - Supplemental Security Income (SSI)
 - Federal public housing assistance
 - Low-Income Home Energy Assistance Program (LIHEAP)

3. Terms and Conditions

- a. An applicant may request telephone assistance through completion of a form provided by the Company.
- b. The Lifeline credit will apply to the following Local Exchange Services:
 - Residence One-Party Flat Rate Service
 - Residence One-Party Local Measured Service
 - Residence Multiparty Flat Rate Service
 - Hourly Usage Package Service

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 TELEPHONE ASSISTANCE PROGRAMS

A.3. (Cont'd)

- c. The Lifeline Assistance Plan credit will begin with the first billing date after the Company is notified by applicants who qualify for benefits or when new service is established by a qualifying customer.
- d. Nonrecurring charges will not apply to establish this program on existing service.
- e. This credit shall apply only to a customer's principal residence line.

4. Credit

- Lifeline Assistance Plan Credit

CREDIT	MONTHLY
USOC	CREDIT ⁽¹⁾
ASGFX	\$6.10

(1) The total monthly credit consists of the \$4.35 baseline FCC Lifeline support and an additional \$1.75 FCC Lifeline support. See Tribal Lifeline for expanded federal lifeline benefits available to residents living on reservations.

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

B. Tribal Lifeline

1. Description

Tribal Lifeline provides additional lifeline support of up to \$25.00, in addition to the baseline Federal Lifeline support of \$6.10 for qualifying low-income individuals living on reservations as defined by the Bureau of Indian Affairs (BIA) regulations.

2. Terms and Conditions

- a. Residents living on reservations are eligible for the Tribal Lifeline benefit if they participate in one or more of the following programs:
 - Medicaid (e.g. Title XIX/Medical, state supplemental assistance),
 - Food Stamps,
 - Supplemental Security Income (SSI),
 - Federal public housing assistance,
 - Low-Income Home Energy Assistance Program (LHEAP),
 - Bureau of Indian Affairs general assistance program,
 - Tribally administered Temporary Assistance for Needy Families block grant program,
 - Head Start programs (only for those meeting its income-qualifying standard),
 - National School Lunch Program's free lunch program.
- b. The Company must obtain the customers signature on a document in which the eligible customer certifies, under penalty of perjury, that such customer receives benefits from at least one of the programs above, and lives on a reservation. In addition to identifying the program or programs from which that customer receives benefits, the customer must also agree to notify the Company if that customer ceases to participate in the qualifying program or programs.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

B. Tribal Lifeline

2. Terms and Conditions

- c. Tribal Lifeline benefits apply to the primary flat local residential access line, outside the base rate area and touch-tone service charges, mileage charges, zone charges, or other non-discretionary charges associated with basic residential service. The benefit may not bring the basic local residential access line rate below \$1.00 per month.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 TELEPHONE ASSISTANCE PROGRAMS

B. Tribal Lifeline (Cont'd)

3. Monthly Credit[1]

• Flat individual line (1FR)

	CREDIT USOC[2]	CREDIT AMOUNT
- Chamberlain	ASGFT	\$13.00
- Flandreau	ASGFT	13.00
- Pierre	ASGFT	13.80
- Sturgis	ASGFT	13.00
- Morristown/McIntosh		
- Base Rate Area	ASGFT	11.45
- Outside Base Rate Area	ASGFT	14.45
- Timber Lake		
- Base Rate Area	ASGFT	10.75
- Outside Base Rate Area	ASGFT	13.75

[1] The ASGFX credit of \$6.10 applies in addition to the Tribal Lifeline credit.

[2] The credit amount is calculated by adding the 1FR rate and any applicable outside the base rate area and touch-tone charges plus the \$4.35 subscriber line charge together. The ASGFX credit of \$6.10 is subtracted from the total and the remaining difference less \$1.00 which is the minimum Tribal Lifeline rate allowed, is the credit amount. For example: Tribal Lifeline customer in Timber Lake, outside the base rate area, (\$15.00 + \$1.50 + \$4.35 = \$20.85 - \$6.10 = \$14.75 - \$1.00) = \$13.75 credit.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

C. Link-Up

1. South Dakota residents who are participating in one of the eligible programs listed below may also qualify for the FCC's Link Up Program. A 50% discount (USOC LNK) up to \$30.00 will be applied to access line nonrecurring charges to connect service at a new address. This discount applies only on a single line at the principal place of residence for the applicant.
2. The consumer shall receive the benefit of the Link Up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link Up assistance was provided previously.

3. Eligibility Requirements

To be eligible for assistance, an applicant must participate in one of the following:

- Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal public housing assistance
- Low-Income Home Energy Assistance Program (LHEAP)

4. Application for Assistance

An applicant shall request telephone connection assistance through completion of a form provided by the Company.

5. Deferred Payments

An applicant may defer payment of the service connection charges. Payments may be deferred up to 12 months with a payment schedule of equal payments of up to \$200.00 assessed for commencing service. Interest will not be charged on deferred payments.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.2 LOCAL EXCHANGE SERVICE

5.2.4 TELEPHONE ASSISTANCE PROGRAMS (Cont'd)

D. Expanded Link-Up Program

1. Description

Residents living on reservations who qualify for Tribal Lifeline, are eligible for an additional Expanded Link-Up benefit of up to \$70.00, in addition to the Link- Up Program. Therefore Link-Up benefits could total up to \$100.00. The additional benefit will apply towards 100% of the connection charges between \$60.00 and \$130.00 which are assessed to begin service at the principle residence of the eligible resident. Eligible charges include any charges customarily assessed to connect the subscriber to the network, including line extension charges, zone connection charges and special construction charges.

2. Nonrecurring Charge Credit

CREDIT
USOC

- Expanded Link-Up

LNKEL

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.1 MEASURED RATE TRUNKS

A. Measured Rate Trunks are offered at the following rates and charges.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Two-way trunk, each	T12CX	[1]	[1]
• Inward trunk, each	T121X	[1]	[1]
• Outward trunk, each	T12OX	[1]	[1]
• Guest Dialing Access, Hotel/Motel, each	T86	[1,2]	[1,2]
• Inward trunk used with <i>DID</i> service, each	TVO	[1]	[1]

[1] Refer to Rates and Charges for Value Pack Service in 5.2.1.C.

[2] Rates also apply for Hotel/Motel long distance trunks (T86). Business Measured Service rates apply to hotels and motels.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS (Cont'd)

5.3.2 FLAT RATE TRUNKS

A. Business Trunks

1. Descriptions

- Two-Way, 4-Wire Trunk: Includes E&M signaling, *DID* Service and hunting. Not available to Joint User Service customers.
- In-Only Analog *DID* Trunk provisioned for *DID* Call Transfer: Includes *DID* Service, hunting and reverse battery signaling. Certain switch limitations may apply.

2. Rates and Charges

a. Nonrecurring Charges

	USOC	NONRECURRING CHARGE
• Two-way trunk, each	TCG	\$47.00
• Inward trunk, each	TCK	47.00
• Inward trunk used with <i>DID</i> Service, each	TDD	47.00
• Outward trunk, each	TCM	47.00
• Two-way, 4-wire trunk, each	THHCX	47.00
• In-only analog <i>DID</i> trunk provisioned for <i>DID</i> Call Transfer, each	TRHIX	47.00

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS (Cont'd)

5.3.2 FLAT RATE TRUNKS

A. Business Trunks

2. Rates and Charges (Cont'd)

b. Monthly Rates

	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
• Two-way trunk, each	\$36.25	\$38.65	\$41.45	\$45.60	\$47.40
• Inward trunk, each	33.90	36.05	38.55	42.30	43.95
• Inward trunk used with <i>DID</i> Service, each	33.90	36.05	38.55	42.30	43.95
• Outward trunk, each	36.25	38.65	41.45	45.60	47.40
• Two-way, 4-wire trunk, each	77.65	77.65	77.65	77.65	77.65
• In-only analog <i>DID</i> trunk for <i>DID</i> Call Transfer, each	77.65	77.65	77.65	77.65	77.65

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

A.2. (Cont'd.)

	MONTHLY RATE	
	PER RATE GROUP	
	B	D
• Two-way trunk, each		
- BRA	\$32.60	\$35.00
- OBRA	35.60	38.00
• Inward trunk, each		
- BRA	30.25	32.40
- OBRA	33.25	35.40
• Inward trunk used with DID Service, each		
- BRA	30.25	32.40
- OBRA	33.25	35.40
• Outward trunk, each		
- BRA	32.60	35.00
- OBRA	35.60	38.00
• Two-way, 4-wire trunk, each	74.00	74.00
• In-only analog DID trunk for DID Call Transfer, each	74.00	74.00

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS (Cont'd)

B. Rate Stabilized Flat PBX Trunk

1. Description

Rate Stabilized Flat PBX Trunk is an optional plan offered for Flat PBX Trunk customers only. The rate levels are determined by two elements: the total number of PBX trunks at a single customer location and the period of the Rate Stability Plan as agreed to by the customer and the Company.

2. Terms and Conditions

- a. A customer subscribing to the Rate Stability Plan agrees to a specified rate, based upon the number of trunks at a given location and a specified rate stability period. The customer must subscribe to at least 20 trunks at the primary or secondary location in order to qualify for the Rate Stability Plan.
- b. Terms, conditions, rates and charges as specified elsewhere will apply as appropriate. The Termination Liability/Waiver Policy, set forth in Section 2, applies.
- c. The rate Stability Plan will be offered subject to the availability of existing facilities.
- d. The minimum stabilized period for this plan is twelve (12) months.
- e. The Rate Stability Plan charges will be guaranteed by the Company during the length of the Plan. This Rate Stability Plan provides discount rate stability for the analog transport loop portion of service only.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS (Cont'd)

B. Rate Stabilized Flat PBX Trunk

2. Terms and Conditions

f. Termination charges will apply if the customer violates the regulations of the Rate Stability Plan or the Rate Stability Plan is terminated for cause by the Company.

- A customer will be considered to have violated the regulations of the Plan if the customer cancels service during the term of the Rate Stability Plan or reduces the number of trunks at the customer location to a level 20% below that in service at the rate stability initiation.
- The Rate Stability Plan may be terminated for "cause" if the Company provides the customer with 30 days written notice specifying the cause for termination and the customer does not comply with the requirements specified in the notice within the 30 day period. "Cause" constitutes any customer material breach of the terms of the Plan including, but not limited to, failure to pay applicable charges on time.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.2. (Cont'd)

- g. Termination charges will be applied as specified in the Termination Liability/Waiver Policy, set forth in Section 2.
- h. Termination charges apply regardless of the reason for the Rate Stability Plan violation, including closure or sale of the business.
- i. Additional trunks purchased during the rate stability period can be incorporated into the terms of the existing Plan without renegotiating the Plan. If a lower rate is applicable due to the additional number of trunks, the larger discount will be applied once the trunks are in service, until the conclusion of the Plan.
- j. If a customer's business is moved during the Plan period, the Plan may remain in effect as long as the new location is served by the Company and the minimum number of PBX trunks is maintained. If a customer qualifies for distance sensitive pricing, charges at the new location will reflect the distance associated with that new location.

Issued: July 10, 2001

Effective: July 10, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4180 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.2. (Cont'd)

- k. In the event a customer's business is sold, the Rate Stability Plan may be transferred to the new owner, if the following conditions are met:
- The Company is notified in advance of the sale and a "Change of Responsibility" form is issued;
 - The new customer assumes the liabilities and terms of the existing Plan which are in effect at the time of transfer;
 - Existing facilities remain in place;
 - A "Change of Responsibility" agreement is signed by both parties and notarized; and
 - The transfer of responsibility is accepted by the Company.
- l. The nonrecurring charge to establish or transfer service will be the same in amount and application as applies for trunks.
- m. Once the Rate Stability Plan period ends, the customer may negotiate a new Plan or continue service under month-to-month rates in effect at that time.

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B. Rate Stabilized Flat PBX Trunk (Cont'd)

3. Rates and Charges

- a. Rates will be applied on a "stairstep" scale. This means a separate rate will be applied to a customer's first 1-20 trunks; a lower rate will be applied to the same customer's next 21-50 trunks; and a distance sensitive rate will be applied to 51 trunks and over.
- b. Rate Stabilized Flat PBX Trunks, 50 and under, located outside the Base Rate Area will be subject to rates and charges found in the Private Line Transport Services Catalog, in addition to the Rate Stabilized Flat PBX Trunk specified herein.
- c. Month-to-month flat PBX trunk rates are as specified in this section under Rates and Charges.
- d. Each customer will be required to sign a contractual agreement for the furnishing of services on a rate stabilized basis.
- e. Rate stabilized flat PBX trunk, each

- Incoming
- Outgoing
- Two-Way
- DID

USOC
TF4IX
TF4OX
TF4CX
TRKIX

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP A[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$36.25	\$36.25	\$36.25
21 - 50 trunks[2]	35.00	34.25	33.75
51 trunks and over			
1 Qtr mile from CO	33.42	33.05	32.87
2 Qtr miles from CO	33.79	33.36	33.14
3 Qtr miles from CO	34.14	33.65	33.41
4 Qtr miles from CO	34.59	34.03	33.74
5 Qtr miles from CO	35.01	34.37	34.06
6 Qtr miles from CO	35.42	34.72	34.37
7 Qtr miles from CO	35.94	35.15	34.75
8 Qtr miles from CO	36.35	35.49	35.06
9 Qtr miles from CO	37.07	36.09	35.60
10 Qtr miles from CO	38.74	37.48	36.85
11 Qtr miles from CO	39.38	38.01	37.33
12 Qtr miles from CO	41.71	39.96	39.08
13 Qtr miles from CO	43.44	41.40	40.38
14 Qtr miles from CO	44.11	41.96	40.88
15 Qtr miles from CO	45.31	42.96	41.78
16 Qtr miles from CO	47.92	45.13	43.74
17 Qtr miles from CO	48.70	45.79	44.33
18 Qtr miles from CO	49.34	46.32	44.81
19 Qtr miles from CO	49.94	46.81	45.25
20 Qtr miles from CO[3]	53.09	49.44	47.62

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.1 FLAT RATE TRUNKS

B.3.c (Cont'd)

INCOMING AND DID TRUNKS	RATE GROUP A[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$33.90	\$33.90	\$33.90
21 - 50 trunks[2]	32.65	31.90	31.40
51 trunks and over			
1 Qtr mile from CO	31.07	30.70	30.52
2 Qtr miles from CO	31.44	31.01	30.79
3 Qtr miles from CO	31.79	31.30	31.06
4 Qtr miles from CO	32.24	31.68	31.39
5 Qtr miles from CO	32.66	32.02	31.71
6 Qtr miles from CO	33.07	32.37	32.02
7 Qtr miles from CO	33.59	32.80	32.40
8 Qtr miles from CO	34.00	33.14	32.71
9 Qtr miles from CO	34.72	33.74	33.25
10 Qtr miles from CO	36.39	35.13	34.50
11 Qtr miles from CO	37.03	35.66	34.98
12 Qtr miles from CO	39.36	37.61	36.73
13 Qtr miles from CO	41.09	39.05	38.13
14 Qtr miles from CO	41.76	39.61	38.53
15 Qtr miles from CO	42.96	40.61	39.43
16 Qtr miles from CO	45.57	42.78	41.39
17 Qtr miles from CO	46.35	43.44	41.98
18 Qtr miles from CO	46.99	43.97	42.46
19 Qtr miles from CO	47.59	44.46	42.90
20 Qtr miles from CO[3]	50.74	47.09	45.27

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.1 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP B[1, 2]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
* Within Base Rate Area			
1 - 20 trunks[3]	\$32.60	\$32.60	\$32.60
21 - 50 trunks[3]	31.35	30.60	30.10
51 trunks and over			
1 Qtr mile from CO	29.77	29.40	29.22
2 Qtr miles from CO	30.14	29.71	29.49
3 Qtr miles from CO	30.49	30.00	29.76
4 Qtr miles from CO	30.94	30.38	30.09
5 Qtr miles from CO	31.36	30.72	30.41
6 Qtr miles from CO	31.77	31.07	30.72
7 Qtr miles from CO	32.29	31.50	31.10
8 Qtr miles from CO	32.70	31.84	31.41
9 Qtr miles from CO	33.42	32.44	31.95
10 Qtr miles from CO	35.09	33.83	33.20
11 Qtr miles from CO	35.73	34.36	33.68
12 Qtr miles from CO	38.06	36.31	35.43
13 Qtr miles from CO	39.79	37.75	36.73
14 Qtr miles from CO	40.46	38.31	37.23
15 Qtr miles from CO	41.66	39.31	38.13
16 Qtr miles from CO	44.27	41.48	40.09
17 Qtr miles from CO	45.05	42.14	40.68
18 Qtr miles from CO	45.69	42.67	41.16
19 Qtr miles from CO	46.29	43.16	41.60
20 Qtr miles from CO[4]	49.44	45.79	43.97
* Outside Base Rate Area			
1 - 20 trunks[3]	35.60	35.60	35.60
21 - 50 trunks[3]	34.35	33.60	33.10

[1] BAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

[3] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[4] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

INCOMING AND DID TRUNKS	RATE GROUP B[1, 2]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
* Within Base Rate Area			
1 - 20 trunks[3]	\$30.25	\$30.25	\$30.25
21 - 50 trunks[3]	29.00	28.25	27.75
51 trunks and over			
1 Qtr mile from CO	27.42	27.05	26.87
2 Qtr miles from CO	27.79	27.36	27.14
3 Qtr miles from CO	28.14	27.65	27.41
4 Qtr miles from CO	28.59	28.03	27.74
5 Qtr miles from CO	29.01	28.37	28.06
6 Qtr miles from CO	29.42	28.72	28.37
7 Qtr miles from CO	29.94	29.15	28.75
8 Qtr miles from CO	30.35	29.49	29.06
9 Qtr miles from CO	31.07	30.09	29.60
10 Qtr miles from CO	32.74	31.48	30.85
11 Qtr miles from CO	33.38	32.01	31.33
12 Qtr miles from CO	35.71	33.96	33.08
13 Qtr miles from CO	37.44	35.40	34.48
14 Qtr miles from CO	38.11	35.96	34.88
15 Qtr miles from CO	39.31	36.96	35.78
16 Qtr miles from CO	41.92	39.13	37.74
17 Qtr miles from CO	42.70	39.79	38.33
18 Qtr miles from CO	43.34	40.32	38.81
19 Qtr miles from CO	43.94	40.81	39.25
20 Qtr miles from CO[4]	47.09	43.44	41.62
* Outside Base Rate Area			
1 - 20 trunks[3]	33.25	33.25	33.25
21 - 50 trunks[3]	32.00	31.25	30.75

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

[3] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[4] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
 Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
 4380 Boulder Highway
 Las Vegas, NV 89121

5. EXCHANGE SERVICES

B.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

B.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP C[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$38.65	\$38.65	\$38.65
21 - 50 trunks[2]	37.40	36.65	36.15
51 trunks and over			
1Qtr mile from CO	35.82	35.45	35.27
2Qtr miles from CO	36.19	35.76	35.54
3Qtr miles from CO	36.54	36.05	35.81
4Qtr miles from CO	36.99	36.43	36.14
5Qtr miles from CO	37.41	36.77	36.46
6Qtr miles from CO	37.82	37.12	36.77
7Qtr miles from CO	38.34	37.55	37.15
8Qtr miles from CO	38.75	37.89	37.46
9Qtr miles from CO	39.47	38.49	38.00
10Qtr miles from CO	41.14	39.88	39.25
11Qtr miles from CO	41.78	40.41	39.73
12Qtr miles from CO	44.11	42.36	41.48
13Qtr miles from CO	45.84	43.80	42.78
14Qtr miles from CO	46.51	44.36	43.28
15Qtr miles from CO	47.71	45.36	44.18
16Qtr miles from CO	50.32	47.53	46.14
17Qtr miles from CO	51.10	48.19	46.73
18Qtr miles from CO	51.74	48.72	47.21
19Qtr miles from CO	52.34	49.21	47.65
20Qtr miles from CO[3]	55.49	51.84	50.02

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

INCOMING AND DID TRUNKS	RATE GROUP C[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$36.05	\$36.05	\$36.05
21 - 50 trunks[2]	34.80	34.05	33.55
51 trunks and over			
1Qtr mile from CO	33.22	32.85	32.67
2Qtr miles from CO	33.59	33.16	32.94
3Qtr miles from CO	33.94	33.45	33.21
4Qtr miles from CO	34.39	33.83	33.54
5Qtr miles from CO	34.81	34.17	33.86
6Qtr miles from CO	35.22	34.52	34.17
7Qtr miles from CO	35.74	34.95	34.55
8Qtr miles from CO	36.15	35.29	34.86
9Qtr miles from CO	36.87	35.89	35.40
10Qtr miles from CO	38.54	37.28	36.65
11Qtr miles from CO	39.18	37.81	37.13
12Qtr miles from CO	41.51	39.76	38.88
13Qtr miles from CO	43.24	41.20	40.18
14Qtr miles from CO	43.91	41.76	40.68
15Qtr miles from CO	45.11	42.76	41.58
16Qtr miles from CO	47.72	44.93	43.54
17Qtr miles from CO	48.50	45.59	44.13
18Qtr miles from CO	49.14	46.12	44.61
19Qtr miles from CO	49.74	46.61	45.05
20Qtr miles from CO[3]	52.89	49.24	47.42

- (1) GAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.
(2) Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.
(3) All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.1 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP D[1, 2]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
* Within Base Rate Area			
1 - 20 trunks[3]	\$35.00	\$35.00	\$35.00
21 - 50 trunks[3]	33.75	33.00	32.50
51 trunks and over			
1 Qtr mile from CO	32.17	31.80	31.62
2 Qtr miles from CO	32.54	32.11	31.89
3 Qtr miles from CO	32.89	32.40	32.16
4 Qtr miles from CO	33.34	32.78	32.49
5 Qtr miles from CO	33.76	33.12	32.81
6 Qtr miles from CO	34.17	33.47	33.12
7 Qtr miles from CO	34.69	33.90	33.50
8 Qtr miles from CO	35.10	34.24	33.81
9 Qtr miles from CO	35.82	34.84	34.35
10 Qtr miles from CO	37.49	36.23	35.60
11 Qtr miles from CO	38.13	36.76	36.08
12 Qtr miles from CO	40.46	38.71	37.83
13 Qtr miles from CO	42.19	40.15	39.13
14 Qtr miles from CO	42.86	40.71	39.63
15 Qtr miles from CO	44.06	41.71	40.53
16 Qtr miles from CO	46.67	43.88	42.49
17 Qtr miles from CO	47.45	44.54	43.08
18 Qtr miles from CO	48.09	45.07	43.56
19 Qtr miles from CO	48.69	45.56	44.00
20 Qtr miles from CO[4]	51.84	48.19	46.37
* Outside Base Rate Area			
1 - 20 trunks[3]	38.00	38.00	38.00
21 - 50 trunks[3]	36.75	36.00	35.50

(1) EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

(2) See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

(3) Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

(4) All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.1 FLAT RATE TRUNKS

B.3.c. (Cont'd)

TWO-WAY AND DID TRUNKS	RATE GROUP D[1, 2]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
* Within Base Rate Area			
1 - 20 trunks[3]	\$32.40	\$32.40	\$32.40
21 - 50 trunks[3]	31.15	30.40	29.90
51 trunks and over			
1 Qtr mile from CO	29.57	29.20	29.02
2 Qtr miles from CO	29.94	29.51	29.29
3 Qtr miles from CO	30.29	29.80	29.56
4 Qtr miles from CO	30.74	30.18	29.89
5 Qtr miles from CO	31.16	30.52	30.21
6 Qtr miles from CO	31.57	30.87	30.52
7 Qtr miles from CO	32.09	31.30	30.90
8 Qtr miles from CO	32.50	31.64	31.21
9 Qtr miles from CO	33.22	32.24	31.75
10 Qtr miles from CO	34.89	33.63	33.00
11 Qtr miles from CO	35.53	34.16	33.48
12 Qtr miles from CO	37.86	36.11	35.23
13 Qtr miles from CO	39.59	37.55	36.53
14 Qtr miles from CO	40.26	38.11	37.03
15 Qtr miles from CO	41.46	39.11	37.93
16 Qtr miles from CO	44.07	41.28	39.89
17 Qtr miles from CO	44.85	41.94	40.48
18 Qtr miles from CO	45.49	42.47	40.96
19 Qtr miles from CO	46.09	42.96	41.40
20 Qtr miles from CO[4]	49.24	45.59	43.77
* Outside Base Rate Area			
1 - 20 trunks[3]	35.40	35.40	35.40
21 - 50 trunks[3]	34.15	33.40	32.90

(1) LRS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

(2) See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

(3) Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

(4) All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
 Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
 4380 Boulder Highway
 Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.1 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP E[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$41.45	\$41.45	\$41.45
21 - 50 trunks[2]	40.20	39.45	38.95
51 trunks and over			
1Qtr mile from CO	38.62	38.25	38.07
2Qtr miles from CO	38.99	38.56	38.34
3Qtr miles from CO	39.34	38.85	38.61
4Qtr miles from CO	39.79	39.23	38.94
5Qtr miles from CO	40.21	39.57	39.26
6Qtr miles from CO	40.62	39.92	39.57
7Qtr miles from CO	41.14	40.35	39.95
8Qtr miles from CO	41.55	40.69	40.26
9Qtr miles from CO	42.27	41.29	40.80
10Qtr miles from CO	43.94	42.68	42.05
11Qtr miles from CO	44.58	43.21	42.53
12Qtr miles from CO	46.91	45.16	44.28
13Qtr miles from CO	48.64	46.60	45.58
14Qtr miles from CO	49.31	47.16	46.08
15Qtr miles from CO	50.51	48.16	46.98
16Qtr miles from CO	53.12	50.33	48.94
17Qtr miles from CO	53.90	50.99	49.53
18Qtr miles from CO	54.54	51.52	50.01
19Qtr miles from CO	55.14	52.01	50.45
20Qtr miles from CO[3]	58.29	54.64	52.82

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.1 FLAT RATE TRUNKS

B 3.c. (Cont'd)

TWO-WAY AND DID TRUNKS	RATE GROUP E[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$38.55	\$38.55	\$38.55
21 - 50 trunks[2]	37.30	36.55	36.05
51 trunks and over			
1Qtr mile from CO	35.72	35.35	35.17
2Qtr miles from CO	36.09	35.66	35.44
3Qtr miles from CO	36.44	35.95	35.71
4Qtr miles from CO	36.89	36.33	36.04
5Qtr miles from CO	37.31	36.67	36.36
6Qtr miles from CO	37.72	37.02	36.67
7Qtr miles from CO	38.24	37.45	37.05
8Qtr miles from CO	38.65	37.79	37.36
9Qtr miles from CO	39.37	38.39	37.90
10Qtr miles from CO	41.04	39.78	39.15
11Qtr miles from CO	41.68	40.31	39.63
12Qtr miles from CO	44.01	42.26	41.38
13Qtr miles from CO	45.74	43.70	42.68
14Qtr miles from CO	46.41	44.26	43.18
15Qtr miles from CO	47.61	45.26	44.08
16Qtr miles from CO	50.22	47.43	46.04
17Qtr miles from CO	51.00	48.09	46.63
18Qtr miles from CO	51.64	48.62	47.11
19Qtr miles from CO	52.24	49.11	47.55
20Qtr miles from CO[3]	55.39	51.74	49.92

III EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

III Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

III All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRINCIPLE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP F[1, 2]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
* Within Base Rate Area			
1 - 20 trunks[3]	\$37.80	\$37.80	\$37.80
21 - 50 trunks[3]	36.55	35.80	35.30
51 trunks and over			
1 Qtr mile from CO	34.97	34.60	34.42
2 Qtr miles from CO	35.34	34.91	34.69
3 Qtr miles from CO	35.69	35.20	34.96
4 Qtr miles from CO	36.14	35.58	35.29
5 Qtr miles from CO	36.56	35.92	35.61
6 Qtr miles from CO	36.97	36.27	35.92
7 Qtr miles from CO	37.49	36.70	36.30
8 Qtr miles from CO	37.90	37.04	36.61
9 Qtr miles from CO	38.62	37.64	37.15
10 Qtr miles from CO	40.29	39.03	38.40
11 Qtr miles from CO	40.93	39.56	38.88
12 Qtr miles from CO	43.26	41.51	40.63
13 Qtr miles from CO	44.99	42.95	41.93
14 Qtr miles from CO	45.66	43.51	42.43
15 Qtr miles from CO	46.86	44.51	43.33
16 Qtr miles from CO	49.47	46.68	45.29
17 Qtr miles from CO	50.25	47.34	45.88
18 Qtr miles from CO	50.89	47.87	46.36
19 Qtr miles from CO	51.49	48.36	46.80
20 Qtr miles from CO[4]	54.64	50.99	49.17
* Outside Base Rate Area			
1 - 20 trunks[3]	40.80	40.80	40.80
21 - 50 trunks[3]	39.55	38.80	38.30

(1) LRS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

(2) See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.

(3) Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

(4) All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.1 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND
DID TRUNKS

RATE GROUP F[1, 2]

12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
--------------------	--------------------	--------------------

* Within Base Rate Area

1 - 20 trunks[3]	\$34.90	\$34.90	\$34.90
21 - 50 trunks[3]	33.65	32.90	32.40
51 trunks and over			
1 Qtr mile from CO	32.07	31.70	31.52
2 Qtr miles from CO	32.44	32.01	31.79
3 Qtr miles from CO	32.79	32.30	32.06
4 Qtr miles from CO	33.24	32.68	32.39
5 Qtr miles from CO	33.66	33.02	32.71
6 Qtr miles from CO	34.07	33.37	33.02
7 Qtr miles from CO	34.59	33.80	33.40
8 Qtr miles from CO	35.00	34.14	33.71
9 Qtr miles from CO	35.72	34.74	34.25
10 Qtr miles from CO	37.39	36.13	35.50
11 Qtr miles from CO	38.03	36.66	35.98
12 Qtr miles from CO	40.36	38.61	37.73
13 Qtr miles from CO	42.09	40.05	39.03
14 Qtr miles from CO	42.76	40.61	39.53
15 Qtr miles from CO	43.96	41.61	40.43
16 Qtr miles from CO	46.57	43.78	42.39
17 Qtr miles from CO	47.35	44.44	42.98
18 Qtr miles from CO	47.99	44.97	43.46
19 Qtr miles from CO	48.59	45.46	43.90
20 Qtr miles from CO[4]	51.74	48.09	46.27

* Outside Base Rate Area

1 - 20 trunks[3]	37.90	37.90	37.90
21 - 50 trunks[3]	36.65	35.90	35.40

- [1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.
- [2] See Rates and Charges specified in 5.4.2 for applicable Touch-Tone charges.
- [3] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.
- [4] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP G[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$45.60	\$45.60	\$45.60
21 - 50 trunks[2]	44.35	43.60	43.10
51 trunks and over			
1 Qtr mile from CO	42.77	42.40	42.22
2 Qtr miles from CO	43.14	42.71	42.49
3 Qtr miles from CO	43.49	43.00	42.76
4 Qtr miles from CO	43.94	43.38	43.09
5 Qtr miles from CO	44.36	43.72	43.41
6 Qtr miles from CO	44.77	44.07	43.72
7 Qtr miles from CO	45.29	44.50	44.10
8 Qtr miles from CO	45.70	44.84	44.41
9 Qtr miles from CO	46.42	45.44	44.95
10 Qtr miles from CO	48.09	46.83	46.20
11 Qtr miles from CO	48.73	47.36	46.68
12 Qtr miles from CO	51.06	49.31	48.43
13 Qtr miles from CO	52.79	50.75	49.73
14 Qtr miles from CO	53.46	51.31	50.23
15 Qtr miles from CO	54.66	52.31	51.13
16 Qtr miles from CO	57.27	54.48	53.09
17 Qtr miles from CO	58.05	55.14	53.68
18 Qtr miles from CO	58.69	55.67	54.16
19 Qtr miles from CO	59.29	56.16	54.60
20 Qtr miles from CO[3]	62.44	58.79	56.97

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.3 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.3.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND DID TRUNKS	RATE GROUP G[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$42.30	\$42.30	\$42.30
21 - 50 trunks[2]	41.05	40.30	39.80
51 trunks and over			
1 Qtr mile from CO	39.47	39.10	38.92
2 Qtr miles from CO	39.84	39.41	39.19
3 Qtr miles from CO	40.19	39.70	39.46
4 Qtr miles from CO	40.64	40.08	39.79
5 Qtr miles from CO	41.06	40.42	40.11
6 Qtr miles from CO	41.47	40.77	40.42
7 Qtr miles from CO	41.99	41.20	40.80
8 Qtr miles from CO	42.40	41.54	41.11
9 Qtr miles from CO	43.12	42.14	41.65
10 Qtr miles from CO	44.79	43.53	42.90
11 Qtr miles from CO	45.43	44.06	43.38
12 Qtr miles from CO	47.76	46.01	45.13
13 Qtr miles from CO	49.49	47.45	46.43
14 Qtr miles from CO	50.16	48.01	46.93
15 Qtr miles from CO	51.36	49.01	47.83
16 Qtr miles from CO	53.97	51.18	49.79
17 Qtr miles from CO	54.75	51.84	50.38
18 Qtr miles from CO	55.39	52.37	50.86
19 Qtr miles from CO	55.99	52.86	51.30
20 Qtr miles from CO[3]	59.14	55.49	53.67

- [1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.
- [2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.
- [3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.2 FLAT RATE TRUNKS

B.3.c. (Cont'd)

TWO-WAY AND OUTGOING TRUNKS	RATE GROUP I[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$47.40	\$47.40	\$47.40
21 - 50 trunks[2]	46.15	45.40	44.90
51 trunks and over			
1 Qtr mile from CO	44.57	44.20	44.02
2 Qtr miles from CO	44.94	44.51	44.29
3 Qtr miles from CO	45.29	44.80	44.56
4 Qtr miles from CO	45.74	45.18	44.89
5 Qtr miles from CO	46.16	45.52	45.21
6 Qtr miles from CO	46.57	45.87	45.52
7 Qtr miles from CO	47.09	46.30	45.90
8 Qtr miles from CO	47.50	46.64	46.21
9 Qtr miles from CO	48.22	47.24	46.75
10 Qtr miles from CO	49.89	48.63	48.00
11 Qtr miles from CO	50.53	49.16	48.48
12 Qtr miles from CO	52.86	51.11	50.23
13 Qtr miles from CO	54.59	52.55	51.53
14 Qtr miles from CO	55.26	53.11	52.03
15 Qtr miles from CO	56.46	54.11	52.93
16 Qtr miles from CO	59.07	56.28	54.89
17 Qtr miles from CO	59.85	56.94	55.48
18 Qtr miles from CO	60.49	57.47	55.96
19 Qtr miles from CO	61.09	57.96	56.40
20 Qtr miles from CO[3]	64.24	60.59	58.77

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS

5.1.2 FLAT RATE TRUNKS

B.3.e. (Cont'd)

TWO-WAY AND DID TRUNKS	RATE GROUP I[1]		
	12 TO 35 MONTHS	36 TO 59 MONTHS	60 TO 84 MONTHS
1 - 20 trunks[2]	\$43.95	\$43.95	\$43.95
21 - 50 trunks[2]	42.70	41.95	41.45
51 trunks and over			
1 Qtr mile from CO	41.12	40.75	40.57
2 Qtr miles from CO	41.49	41.06	40.84
3 Qtr miles from CO	41.84	41.35	41.11
4 Qtr miles from CO	42.29	41.73	41.44
5 Qtr miles from CO	42.71	42.07	41.76
6 Qtr miles from CO	43.12	42.42	42.07
7 Qtr miles from CO	43.64	42.85	42.45
8 Qtr miles from CO	44.05	43.19	42.76
9 Qtr miles from CO	44.77	43.79	43.30
10 Qtr miles from CO	46.44	45.18	44.55
11 Qtr miles from CO	47.08	45.71	45.03
12 Qtr miles from CO	49.41	47.66	46.78
13 Qtr miles from CO	51.14	49.10	48.08
14 Qtr miles from CO	51.81	49.66	48.58
15 Qtr miles from CO	53.01	50.66	49.48
16 Qtr miles from CO	55.62	52.83	51.44
17 Qtr miles from CO	56.40	53.49	52.03
18 Qtr miles from CO	57.04	54.02	52.51
19 Qtr miles from CO -	57.64	54.51	52.95
20 Qtr miles from CO[3]	60.79	57.14	55.32

[1] EAS rates apply in addition to the Rate Stabilized Flat PBX Trunk.

[2] Any additional rate increments are not applicable for distance-sensitive Rate Stabilized flat PBX trunk.

[3] All Rate Stabilized trunks beyond this increment will be priced on an individual case basis.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PRIVATE BRANCH EXCHANGE (PBX) TRUNKS (Cont'd)

5.1.1 NETWORK ACCESS REGISTERS

A Description

Network Access Registers (NARs) permit the dialing of exchange and MTS calls to and from a Centrex Plus system. The number of simultaneous calls between the exchange or MTS network and a Centrex Plus system is limited by the number of NARs to which the customer subscribes. These facilities may be provided as two-way, one-way incoming, one-way outgoing or a combination thereof.

B Rates and Charges

1.	Nonrecurring Charges								NONRECURRING CHARGE[1]
								USOC	
	* In-only, each							EQB	\$10.00
	* Two-way, each							EQA	10.00
	* Out-only, each							EQC	10.00
	* Out-only Hotel Guest, each							EQD	10.00
2.	Monthly Rates								
									MONTHLY RATE PER RATE GROUP
									A C E G I
	* In-only NAR, each								\$23.65 \$25.80 \$28.30 \$32.05 \$33.70
	* Two-way, out-only and out-only Hotel Guest NARs, each								28.00 30.40 33.20 37.35 39.15
									MONTHLY RATE PER RATE GROUP[1]
									B D
	* In-only NAR, each								
	- BRA								\$20.90 \$23.05
	- OBRA								23.90 26.05
	* Two-way, out-only and out-only Hotel Guest NARs, each[2]								
	- BRA								25.25 27.65
	- OBRA								28.25 30.65

[1] Applies to establish Network Access Registers.

[2] Includes touch-tone rate.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PREMIUM EXCHANGE SERVICES

5.1.1 RESERVED FOR FUTURE USE

5.1.2 TOUCH-TONE CALLING SERVICE

A. Description

Touch-Tone calling service provides for the origination of calls by means of instruments equipped for tone type address signaling and special office facilities.

Touch-Tone charges specified in C., following, apply only to exchanges in Rate Groups B and D. See 5.1.2 for a list of exchanges by Rate Group.

B. Terms and Conditions

1. Touch-Tone calling is available in those single central office exchanges in which the central office has been equipped for Touch-Tone calling.
2. In those exchanges served by more than one central office located in the same building or in different building, Touch-Tone calling is available only to those customers served by a central office equipped for Touch-Tone calling.

If facilities are available, Touch-Tone calling may be provided those customers served by central offices not equipped for Touch-Tone calling. A change of telephone number is required. Also, additional charges apply if the customer is provided with Touch-Tone calling from a central office other than one which normally serves his location.

3. If available, Touch-Tone calling can be provided with all classes and grades of service. It is not contemplated, however, that Touch-Tone calling would be offered in connection with dial branch exchange and Centrex Systems on which the following types of services are furnished:
 - Dial dictation recording terminals
 - Dial Code Call Systems
 - Foreign Exchange and Foreign Central Office service from central offices not Arranged for Touch-Tone calling
 - Dial tie lines connected with dial branch exchange or Centrex Systems not arranged for Touch-Tone calling.

Revised July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PREMIUM EXCHANGE SERVICES

5.1.1 TOUCH-TONE CALLING SERVICE

B. Terms and Conditions (Cont'd)

4. When a station or branch exchange system is arranged for touch-tone calling, all lines for which such a station or branch exchange system has out-dialing capabilities must be arranged for touch-tone calling.
5. Nonrecurring charges apply for converting stations to touch-tone service.
6. When, at the customer's request, other than as outlined in 3. preceding, a station is changed to touch-tone service subsequent to the initial establishment of touch-tone service, nonrecurring charges apply.
7. Touch-tone rates and charges, as provided in the Rates and Charges following, apply where the customer has the capability to originate calls by means of instruments equipped for tone-type address signaling and where the special central office facilities exist.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PREMIUM EXCHANGE SERVICES

5.1.2 TOUCH-TONE CALLING SERVICE (Cont'd)

C Rates and Charges

The following rates and charges for touch-tone calling are in addition to the monthly rates and nonrecurring charges applicable for the services and facilities with which it is associated.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
1. Individual and Party Line Service			
* Per flat rate exchange access line equipped.			
- Residence, per customer	TTS	\$1.10	\$1.50
- Business, per customer	TTS	2.15	2.00
* PAL Service	TTS	2.15	2.00
2. Private or Hotel Branch Exchange Service-Manual or Dial			
* Trunks (except incoming), each	TJB	2.15	2.00
3. Dial Private Branch Exchange Service Equipment Systems			
* Trunks (except incoming), each	TJB	2.15	2.00
4. Centrex Systems			
* Touch-tone Common Equipment[1]	TTN	9.50	41.50
* Main and restricted station lines, each[2]	TDN	-	1.00

[1] A twelve-month minimum service period applies.

[2] A minimum of 25 main and restricted touch-tone lines applies, per system.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glen Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1. SPECIAL SERVICES

5.1.1. INTER-TYPE CALLING SERVICE

5.1.1.1. Rates and Charges (Cont'd)

5.1.1.1.1. Dial Intercommunicating Service

	USOC	NONRECURRING CHARGE	MONTHLY RATE
# 20-40 Dial Selective Communicating System and Communicator IV package system, each system	TDS	\$22.00	\$47.25

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Gloss Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

§. EXCHANGE SERVICES

§.A. SPECIAL EXCHANGE SERVICES (Cont'd)

§.A.1 DATA CONDITIONING

A. Description

Data Conditioning will provide to customers a level of transmission performance for voice and analog data of no more than a 4 decibel (dB) loss (measured at 1004 Hz) between the network interface on the customer's premises and the serving central office. Data Conditioning will also guarantee that the parameters established for attenuation distortion, signal to noise ratio, C-notched noise, impulse noise and peak to average ratio (P/AR) are met.

Transmission Analysis Service provides for an on-site, one-time check of the line facilities for customers who need to determine if the standard transmission line quality meets the needs of their premises equipment.

B. Terms and Conditions

1. Data Conditioning is furnished only in central offices where adequate and suitable facilities are available. Central offices will be equipped for Data Conditioning at the discretion of the Company and in accordance with regular engineering practices.
2. Data Conditioning is not available in connection with WATS and toll trunks (TTT).
3. Transmission Analysis Service will provide the customer a written report stating measurement results of the analysis.

Revised July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.4 PREMIUM EXCHANGE SERVICES

5.4.3 DATA CONDITIONING (Cont'd)

C. Rates And Charges

1. This service is subject to the regulations, rates and charges applicable to other exchange services and is in addition to the basic rates and charges for the service with which it is associated.
2. The Transmission Analysis nonrecurring charge will be deducted from the Data Conditioning nonrecurring charge if ordered within 90 days of receiving the analysis.
3. A 20% discount will apply on the nonrecurring charge when a customer requests Transmission Analysis Service to be performed or Data Conditioning to be equipped on ten or more lines on an account.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Data Conditioning for voice and data, per line	THPVD	\$190.00	\$15.00
• Transmission Analysis Service, per line	THPAS	70.00	-

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS

5.5.1 - 5.5.6 RESERVED FOR FUTURE USE

5.5.7 PUBLIC ACCESS LINE SERVICE

A. Description

1. Public Access Line (PAL) Service will apply for use with Payphone Service Provider (PSP) pay telephones at locations accessible to the public, e.g. stores, business places, including boarding or rooming houses and school or college buildings, where desired by the owner of the premises.
2. Directory listings may be provided under the regulations governing the furnishing of listings for business main line customers. However, listings (not indicating a business or profession) provided in connection with PAL Service furnished at boarding or rooming houses or at other locations where the party desiring the additional listings resides, are furnished under the regulations covering the furnishing of listings in connection with residence main line service.
3. Basic PAL consists of a flat or message, two-way or outgoing only line without screening.
4. Smart PAL Service is a flat or message, two-way or outgoing only line which utilizes central office coin control features. This service provides:
 - Coin signaling, including coin collect and coin return.
 - Company completed and carried local and intraLATA toll messages, both sent paid and non-sent paid.
 - Company operator services/systems for all 0-, 0+ and 1+ intraLATA toll calls, and 0+ local calls.
 - Routing to the presubscribed carrier for all 0+ and 00- interLATA calls.
 - Pay-per-call blocking (e.g. 900 and other information delivery services).
 - Incoming and outgoing call screening.
 - Access to:
 - Directory assistance,
 - 911 emergency code,
 - All interexchange carriers,
 - 800/800-type service and 950 telephone numbers,
 - Company repair service.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS

5.1.7 PUBLIC ACCESS LINE SERVICE (Cont'd)

B Responsibility of the Customer

1. The customer shall be responsible for the installation, operation and maintenance of any PSP pay telephones used in connection with this service.
2. The customer shall be responsible for the payment of a Trouble Isolation Charge as provided in the Premises Wiring Section for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of PSP pay telephones. The owner of the pay telephone or responsible party will be contacted prior to sending an employee out to find the problem.
3. The customer shall be responsible for payment of charges for all toll messages originating from or accepted at this type of service, unless due to Company error.

C Terms and Conditions

1. The Company is not liable for shortages of coins deposited and/or collected from the pay telephones used on PAL Service.
2. The Company is not liable for end-user fraud associated with failure of the customer's pay telephones to perform correctly.
3. The following terms and conditions are specific to Smart PAL Service:
 - a. Separate lines are used for each pay telephone instrument installed. Off premises extensions are not permitted.
 - b. Until other carriers can provide sent-paid InterLATA coin service, all direct dialed InterLATA and International (1+, 10XXX+1, and 011+) calls will be forwarded to AT&T for coin rating and completion.
 - c. The customer must insure that the telephone sets used with Smart PAL Service are capable of rating sent-paid local calls and are compatible with, and cause no harm to the Company's network.

Issued July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS

5.5.7 PUBLIC ACCESS LINE SERVICE (Cont'd)

D. Rates and Charges

1. The "local message" from PAL Service served by a given exchange is a completed local call, originating at such service and terminating at any service which may be called, without toll charge, from all other service served by the exchange concerned.
2. Charges for Basic PAL Service are as follows:
 - (a) Rate Groups A, C, E, G and I

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Flat			
- Two-way	1KY	\$80.00	\$35.65
- Outgoing only	1GY	80.00	35.65
• Message[1]			
- Two-way	17Q	80.00	23.65
- Outgoing only	16Q	80.00	23.65

(1) Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS

5.5.7 PUBLIC ACCESS LINE SERVICE

D.2. (Cont'd)

(b) Rate Groups B and D[2]

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Flat			
-Two-way			
- BRA	1KY	\$80.00	\$32.00
- OBRA	1KY	80.00	35.00
- Outgoing only			
- BRA	1GY	80.00	32.00
- OBRA	1GY	80.00	35.00
• Message[1]			
-Two-way			
- BRA	17Q	80.00	20.00
- OBRA	17Q	80.00	23.00
- Outgoing only			
- BRA	16Q	80.00	20.00
- OBRA	16Q	80.00	23.00

- [1] Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.
- [2] See rates and charges specified in 5.4.2 for applicable touch-tone charges.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.5 PUBLIC COMMUNICATIONS SERVICE - COIN AND COINLESS

5.5.7 PUBLIC ACCESS LINE SERVICE (Cont'd)

D Rates and Charges (Cont'd)

3. Smart Public Access Lines will be provided at the following rates and charges:

(a) Rate Groups A, C, E, G and I

	USOC	NONRECURRING CHARGE	MONTHLY RATE
• Flat			
- Two-way	5FP	\$80.00	\$41.03
- Outgoing only	5FO	80.00	41.03
• Message[1]			
- Two-way, per line	1NH	80.00	27.44
- Outgoing only, per line	14C	80.00	27.44

(b) Rate Groups B and D[2]

• Flat			
-Two-way			
- BRA	5FP	80.00	37.38
- OBRA	5FP	80.00	40.38
- Outgoing only			
- BRA	5FO	80.00	37.38
- OBRA	5FO	80.00	40.38
• Message[1]			
-Two-way			
- BRA	1NH	80.00	23.79
- OBRA	1NH	80.00	26.79
- Outgoing only			
- BRA	14C	80.00	23.79
- OBRA	14C	80.00	26.79

4. Usage Rates

	RATE PER CALL
• Message charge, per message	\$0.06

(1) Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.

(2) See rates and charges specified in 5.4.2 for applicable touch-tone charges.

Issued: July 10, 2001

Effective: July 11, 2001

5. EXCHANGE SERVICES

~~5.6 RESERVED FOR FUTURE USE~~~~5.7 DIRECTORY SERVICES~~~~5.7.1 DIRECTORY LISTINGS~~

A. Description

1. The alphabetical telephone directory is an alphabetical list, with telephone numbers and addresses of customers, joint users and others who are entitled to use the customer's telephone service under the rules and regulations governing such use. The basic purpose of the alphabetical directory is to provide a convenient means for obtaining telephone numbers for the completion of calls. To insure that this fundamental purpose is fulfilled, the Company reserves the right to determine the propriety of any listing to be included in the directory.
2. The directory for each exchange is published at intervals determined by the Company. In some directories, the customers of two or more exchanges may be listed in the same directory, either in separate sections or in one list as determined by the Company.

B. Terms and Conditions

1. Listings shall be the names of individuals, businesses, clubs, associations, corporations or partnerships of customers or authorized users of exchange telephone service.
2. As an aid in identifying business customers, certain business or professional designations are furnished in connection with listings for business service. If, in the judgment of the Company, it is necessary in order to identify properly a listing, descriptive titles or designations also may be furnished in connection with listings of residence service. Business designations are not furnished in connection with listings of residence service.
3. Normally all listings will be spelled in full and common abbreviations will be used only with customer acceptance. Where more than one line is required to list properly a person or firm, no additional charge is made.
4. When a customer desires a listing which contains informative matter in addition to the name, standard designation, address, and telephone number, and the inclusion of this informative material results in additional lines, additional listing rates will apply to each such additional line.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.7 DIRECTORY SERVICES

5.7.1 DIRECTORY LISTINGS

B Terms and Conditions (Cont'd)

5. Limitations concerning content of primary listings.
 - a. Any form of listing which does not facilitate directory service or otherwise is objectionable or unnecessary for purposes of identification is not permitted.
 - b. The listing of a service, commodity or trade name will not be permitted except when the name of the service, commodity or trade name is the name of an integral part of the name under which the listed party is doing business.
 - c. Listings that include advertising, such as words describing a product or including the price of a product or service, are not permitted.
 - d. Names designed to alphabetize a customer's listing ahead of or near competitors' listings are not permitted.
 - e. Listings which are offensive to good taste are not permitted.
 - f. Listings which are a subterfuge for illegal goods or services are prohibited.
 - g. Evidence may be required in the form of cancelled checks, letterheads, invoices, tax receipts, or other documents which, in the opinion of the Company, substantiate that a name is in fact the name under which business is regularly conducted.
 - h. The Company may require evidence of consent to the use of any name other than that of the subscriber.

C. Primary Listings

1. A primary listing is provided as a part of, and is included in the rate for, exchange telephone service. It is furnished in the directory of the serving exchange.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.7 DIRECTORY SERVICES

5.7.1 DIRECTORY LISTINGS

C. Primary Listings (Cont'd)

2. A primary listing normally is the name and address of (1) the person or firm contracting for exchange telephone service, (2) a joint user, (3) a party for whom the exchange telephone service was contracted for by another party, (4) the name under which a firm regularly conducts business or (5) the same surname with no more than two individuals' given names. Each given name, for purposes of this Tariff, is defined as any combination, not to exceed two, of the following:
- * First name
 - * Middle name
 - * Initial
 - * Nickname
 - * Maiden name

An additional listing reversing the order of the individuals' given names may be obtained at the rates for regular additional listings as specified in Section 5 of the Exchange and Network Services Catalog. The restriction of no more than two given names applies only to listings involving two individuals' names.

3. The primary listing, provided with a customer's second residence exchange service line, may be the name or names and address of members of a customer's family residing in his household. Such primary listings with more than one name must be indented under another primary listing.
4. When two or more lines serve a customer in a group arranged for a 'hunting' operation, each group of lines is considered one telephone number and is entitled to only one primary listing.
5. Except as outlined above, a primary listing is provided with each main station associated with Business, Residence, PAL, Rural and Service Station services, with each Joint User, and for Night Terminal Service. One primary listing per system is provided for Branch Exchange, Centrex and Radio Carrier systems.
6. If a customer or joint user has both business and residence service, the primary residence listing may be indented under the business listing without repeating the name.

Revised: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.7 DIRECTORY SERVICES

5.7.1 DIRECTORY LISTINGS

C. Primary Listings (Cont'd)

7. Dual name listings may be provided for two customers subscribing to residence service who may or may not share the same surname but who share the same service and reside at the same address. Dual name listings are defined as listings which contain the names or initials of two persons.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.1 OPERATOR SERVICES

5.1.1 - 5.1.3 RESERVED FOR FUTURE USE

5.1.4 INTERCEPT SERVICES

A. Description

Intercept services provide new number or explanatory information to callers dialing changed or disconnected numbers. They include messages delivered either mechanically or by operator.

Basic Intercept Service

Basic Intercept Service includes all intercept recordings that do not provide the new number information.

New Number Referral Service

New Number Referral Service includes all intercept recordings that provide the new number information.

Split Referral Intercept Service

Split Referral Intercept Service provides for calls to the disconnected number to be routed to the Operator who will challenge the incoming call and provide the new number information dependent on the caller's response.

5. EXCHANGE SERVICES

5.3 OPERATOR SERVICES

5.3.4 INTERCEPT SERVICES (Cont'd)

B. Terms and Conditions

1. Intercept services apply to temporary or permanently disconnected numbers, including vacation suspension service and telephone number changes.
2. Intercept services are offered for periods up to three months for residential customers and up to 12 months for business customers. Extended durations may also be available.
3. Intercept services are subject to the availability of the disconnected number and the availability of CO facilities.
4. The Company will be held harmless from any claims which may arise out of the Company's provision of Intercept Services.
5. New Number Referral Service is available, at no charge, for the primary listed number and up to one additional line number per residential or business customer. A charge will apply for the second additional line and all subsequent additional lines. A charge will also apply, for all intercepted numbers, if the customer extends the intercept service over the 3 and 12 month period.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.8 OPERATOR SERVICES

5.8.4 INTERCEPT SERVICES (Cont'd)

C. Charges		USOC	CHARGE
1.	Basic Intercept	N/A	-
2.	New Number Referral,		
	• Residence, per primary line, and one additional line - 3 months	N/A	-
	• Business, per primary line, and one additional line - 12 months	N/A	-
	• Second and subsequent additional lines		
	- Residence, per line - 3 months	A1W3X	\$15.00
	- Business, per line - 12 months	A1WTX	20.00
	- <i>CENTREX PLUS/DID</i> , per line/number - 12 months	A1SPL	16.00
	- NPA 800, 900 and 975, per line - 12 months	A1WTX	40.00
	• Extended Duration		
	- Residence, per line - After 3 months, per month	A1WIX	5.00
	- Business - After 12 months, per month	A1W1X	15.00
	- <i>CENTREX PLUS/DID</i> , per line/number - After 12 months, per month	A1W1X	15.00
	- NPA 800, 900 and 975, per line - After 12 months, per month	A1W1X	30.00
3.	Split Number Referral		
	• Residence, per line, per month	S1W	15.00
	• Business, per line, per month	S1W	50.00
	• <i>CENTREX PLUS/DID</i> , per line/number, per month	S1W	50.00
	• NPA 800, 900 and 975, per line, per month	S1W	100.00

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

5. EXCHANGE SERVICES

5.9 SHARED USE SERVICE

A. Description

Shared Use Service is an arrangement which permits the shared use of a customer's service not otherwise allowed under the General Regulations of local service.

Such use is available only to individuals, firms, or corporations specifically designated by the customer to share the service. Shared Use customers may be located on the customer's premises or at another location.

B. Terms and Conditions

1. Shared Use Service is available only for use with Business Service.
2. A directory listing for Shared Users may be furnished at rates and charges found elsewhere for additional listings. These listings are furnished to Shared Users under the same condition as to customers.
3. Application for Shared Use Service, and for changes in service or equipment therewith, must be executed by the customer. The customer is responsible for payment of all charges incurred, regardless of whether such charges are associated with the customer's usage or that of any of the customer's Shared Users.
4. The Company is not responsible for the confidentiality of service between customers and their users.
5. Charges for Shared Use Service date from the day the contract is executed and are payable monthly in advance. The minimum contract period for Shared Use Service is one month, except for directory listings and directory advertising which is for a directory period; however, where the directory listing (or listings) associated with Shared Use Service has been posted on the directory assistance records but has not appeared in the directory, the Shared Use Service may be terminated at any time upon payment of charges due at time of termination of the Shared Use Service, subject to a minimum of one month's charges. Otherwise contracts for Shared Use Service may be terminated at the end of the directory period or at any time upon payment of all charges for service for the minimum contractual period. Shared Use Service is terminated and charges for Shared Use Service are automatically discontinued upon termination of the customer's telephone service or when a Shared User subscribes to service for themselves.

Issued: July 10, 2001

Effective: July 11, 2001

NOS Communications, Inc.
Glenn Stockton - Chief Counsel, Tariff and Regulatory Affairs
4380 Boulder Highway
Las Vegas, NV 89121

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
NOS COMMUNICATIONS, INC. FOR A)	CERTIFICATE OF
CERTIFICATE OF AUTHORITY TO PROVIDE)	AUTHORITY
LOCAL EXCHANGE SERVICES IN SOUTH)	
DAKOTA)	TC01-043

On April 19, 2001, the Public Utilities Commission (Commission) received an application for a certificate of authority from NOS Communications, Inc. (NOS).

NOS proposes to offer local services, including measured, flat rate, PBX, Centrex, and value added service on a facilities-based and resold basis. A proposed tariff was filed by NOS.

On April 26, 2001, the Commission electronically transmitted notice of the filing and the intervention deadline of May 11, 2001, to interested individuals and entities. A Petition to Intervene was received from South Dakota Independent Telephone Coalition (SDITC) on May 10, 2001. On May 18, 2001, the Commission received a letter from SDITC withdrawing its Petition to Intervene. At its regularly scheduled September 7, 2001, meeting, the Commission considered NOS' request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-69 and ARSD 20:10:32:03. The Commission finds that NOS has met the legal requirements established for the granting of a certificate of authority. NOS has, in accordance with SDCL 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

The Commission approves NOS' application for a certificate of authority, subject to rural safeguards. The certificate of authority for NOS 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 NOS choose to provide local exchange services statewide, with respect to rural telephone companies, NOS 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 NOS' application for a certificate of authority to provide local exchange services is granted; and it is

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

FURTHER ORDERED, that the Commission shall authorize NOS 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 14th day of September, 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><i>Rebecca Kalbo</i></u>
Date:	<u>9/14/01</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, 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. TC01-043

This is to certify that

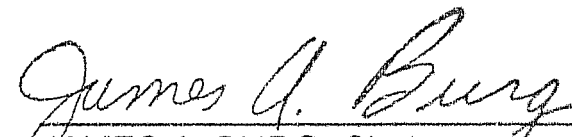
NOS COMMUNICATIONS, INC.

is authorized to provide local exchange services in nonrural areas in
South Dakota.

This certificate is issued in accordance with SDCL 49-31-69 and ARSD
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 14th day of September, 2001.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



JAMES A. BURG, Chairman



PAM NELSON, Commissioner

