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HAROLD E. FISCHER, JR.    ANDREW J. VORBRICH  
LAWRENCE M. BRENTON    TYREN R. CUDNEY  
GORDON C. MILLER      STEVEN M. BROWN  
GARY P. BARTOSIEWICZ    KRISTEN L. GETTING  
BLAKE D. CROCKER

OF COUNSEL  
THOMPSON BENNETT  
JOHN T. PETERS, JR.  
  
VINCENT T. EARLY  
(1922 - 2001)  
JOSEPH J. BURGIE  
(1926 - 1992)

October 9, 2002

Executive Director  
South Dakota Public Utilities Commission  
State Capitol  
Pierre, SD 57501-5070

**RECEIVED**

OCT 10 2002

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

Re: STARTEC GLOBAL LICENSING COMPANY

Dear Sir:

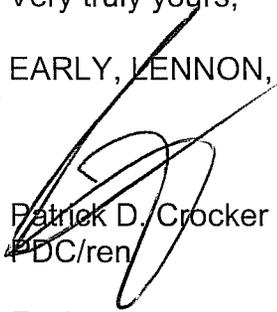
Enclosed for filing with the Commission, please find an original and ten (10) copies of the above captioned corporation's Application for a Certificate of Authority to transact business of a reseller of interexchange telecommunications services within South Dakota, along with a check in the amount of \$250.00 to cover filing fees relating to same.

In addition, enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed stamped, self-addressed envelope.

Should you have any questions concerning this filing, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.



Patrick D. Crocker  
PDC/ren

Enclosures

BEFORE THE  
PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA

RECEIVED

OCT 10 2002

IN THE MATTER OF:

THE APPLICATION OF )  
STARTEC GLOBAL LICENSING COMPANY )  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO TRANSACT THE BUSINESS )  
OF A RESELLER OF INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES AND )  
FOR APPROVAL OF ITS INITIAL TARIFF )

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

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

APPLICATION FOR AUTHORIZATION

Startec Global Licensing Company (hereinafter "Applicant") respectfully requests that the Public Utilities Commission of the State of South Dakota (hereinafter referred to as "Commission") grant Applicant authority pursuant to SDCL 49-31-3 and in accordance with ARSD 20:10:24:02 to provide intrastate telecommunications services to the public within South Dakota through the resale of similar services offered by other interexchange carriers ("IXCs") in the State. Applicant further requests that the Commission approve its initial proposed tariff. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

Identification of the Applicant

1. Applicant maintains its headquarters at 1151 Seven Locks Road, Potomac, Maryland 20854.
2. Applicant is incorporated under the laws of the State of Delaware. A copy of the Company's Articles of Incorporation are attached hereto as **Exhibit A**. Applicant has the authority to transact business within the State of South Dakota as a foreign corporation. A copy of the qualifying document is set forth in **Exhibit B** hereto.

3. Correspondence regarding this Application should be directed to:

Patrick D. Crocker  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007-4752  
(269) 381-8844

4. The name of Applicant's Registered Agent, and the address of the registered office of the corporation in South Dakota is:

Ronald D. Olinger, Esq.  
117 E. Capitol  
Pierre, SD 57501-0066

**Description of Authority Requested**

5. Applicant seeks authority to operate as a reseller of intrastate telecommunications services to the public on a statewide basis. Applicant seeks authority to offer a full range of "1+" interexchange telecommunications services. Specifically, Applicant seeks authority to provide MTS, out-WATS, and Debit Card services.

6. Applicant does not intend to provide operator services, 900 or 700 services.

7. Applicant will offer service to its subscribers using facilities of the communications networks of AT&T, or other facilities-based IXC's and the local exchange telephone companies ("LECs").

8. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate exclusively as a reseller.

9. Applicant will abide by all rules governing telecommunications resellers which the Commission has promulgated or may promulgate in the future, unless application of such rules in specifically waived by the Commission.

### Proposed Services

10. Applicant intends to offer MTS, out-WATS, and Debit Card services to commercial and residential customers within South Dakota. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend which meets the individualized needs of such subscribers.

11. Applicant's intends to engage in "switchless" resale within the state. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant's network providers.

12. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant's services in a professional manner, and to fairly and accurately portray Applicant's services and the charges for them.

### Description and Fitness of Applicant

13. Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant's management personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein, Applicant submits a description of the background and experience of its current management team as **Exhibit C**. In support of Applicant's financial ability to provide the proposed services, Applicant attaches financial statements as **Exhibit D**.

### **Public Interest Considerations**

14. Applicant's entry into the South Dakota marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available.

15. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Dakota marketplace will benefit the public indirectly by increasing the competitive pressure felt by existing IXCs, spurring them to lower costs and improve services in response.

### **Requested Regulatory Treatment**

16. Applicant is a non-dominant reseller of interexchange telecommunications services. Applicant requests to be regulated by the Commission in the same relaxed fashion extended to other, similarly situated resellers.

### **Initial Proposed Tariff**

17. Applicant proposes to offer service pursuant to the rules, regulations, rates and other terms and conditions included in Applicant's initial proposed tariff which is attached hereto as **Exhibit E**. Billing, payment, credit, deposit and collection terms are set forth in Applicant's proposed tariff.

**Compliance with ARSD 20:10:24:02**

18. In accordance with ARSD 20:10:24:02, Applicant provides the following information:

(1). The name, address and telephone number of Applicant:

Startec Global Licensing Company  
1151 Seven Locks Road  
Potomac, MD 20854  
(301) 365-8959

(2). Applicant shall provide services under the name:

Startec Global Licensing Company

(3). (a) Applicant is incorporated in the State of Delaware. A copy of Applicant's articles of incorporation are attached as Exhibit A. A copy of the Applicant's certificate of authority to transact business in South Dakota is attached as Exhibit B.

(b) Applicant has no principal office in South Dakota. Applicant's registered agent is set forth in paragraph 4 hereinabove.

(c) Applicant is a publicly traded company.

(4). Applicant is not a partnership.

(5). See paragraph 5 of the Application.

(6). See paragraph 7 of the Application.

(7). Applicant shall offer services on all equal access areas within the State of South Dakota. Accordingly, Applicant does not attach a map describing service boundaries.

(8). See Exhibits D and E attached hereto.

(9). All complaints and regulatory matters should be directed to Applicant as set forth in paragraph 1 of this Application.

(10). A list of states where the Applicant is certified is attached hereto as **Exhibit F**. Applicant has not been denied certification in any state.

(11). Applicant intends to market its services to primarily business customers.

(12). Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services are as follows:

**Applicant's Cost for Underlying Transport Services**

Applicant proposes to resell services within South Dakota in excess of Applicant's cost of purchasing services from Applicant's underlying carrier AT&T. Applicant purchases intrastate services from AT&T for approximately \$0.03 per minute and resells to the public for approximately \$0.13 a minute.

(13). Applicant's federal employer ID number is 52-2099558.

(14). Applicant has had no formal complaints filed against the applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider which have resulted in a fine or penalty.

### **Conclusion**

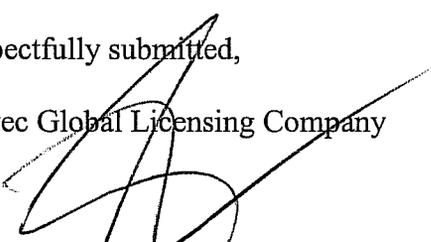
A decision by the Commission to grant Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce important new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Dakota.

**WHEREFORE**, Startec Global Licensing Company respectfully requests that this Commission grant it authority to transact the business of a reseller of interexchange telecommunications services within the State of South Dakota, that the Commission regulate it in a streamlined fashion, and that the Commission approve Applicant's initial proposed tariff effective on the date of the Order granting authority.

Respectfully submitted,

Startec Global Licensing Company

Dated: 10-16-02

By: 

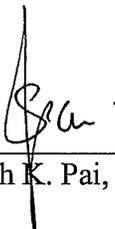
Patrick D. Crocker

EARLY, LENNON, CROCKER & BARTOSIEWICZ , P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007-4752

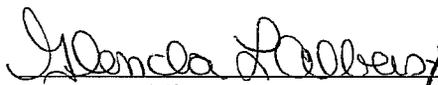
Its: Attorneys

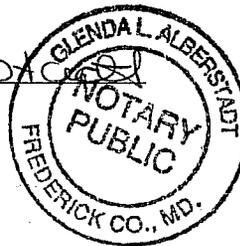
**VERIFICATION**

Subhash K. Pai, Vice President and Assistant Secretary of Startec Global Licensing Company, first being duly sworn on oath, deposes and says that he has read the foregoing Application and verifies that the statements made therein are true and correct to the best of his knowledge, information and belief.

BY:   
Subhash K. Pai, Vice President/Assistant Secretary

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2002 by Subhash K. Pai.

  
Notary Public:  
For the County of Frederick  
My Commission Expires  
August 1, 2003



**EXHIBIT A**

**Articles of Organization**

CERTIFICATE OF AMENDMENT  
OF  
CERTIFICATE OF INCORPORATION  
OF  
STGC LICENSING COMPANY

STGC Licensing Company, a corporation organized and existing under the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

FIRST: The Corporation has not received any payment for any of its stock.

SECOND: The amendment to the Corporation's Certificate of Incorporation set forth in the following resolution was approved by the sole member of the Corporation's Board of Directors and was duly adopted in accordance with the provisions of Section 241 of the General Corporation Law of the State of Delaware:

"RESOLVED, that the Certificate of Incorporation of the Corporation is amended by striking Article FIRST in its entirety and replacing therefor: 'FIRST: The name of the Corporation is Startec Global Licensing Company.'"

IN WITNESS WHEREOF, STGC Licensing Company has caused this Certificate to be signed and attested by its duly authorized officer, this 24th day of April, 1998.

STGC Licensing Company

By: Ram Mukunda  
Ram Mukunda, President

## CERTIFICATE OF INCORPORATION

OF

## STGC LICENSING COMPANY

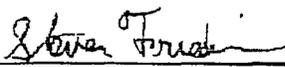
1. Name. The name of the Corporation is STGC Licensing Company.
2. Registered Office and Agent. The address of the Corporation's registered office in the State of Delaware is 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805. The Registered Agent in charge thereof is Corporation Service Company.
3. Purpose. The purposes for which the Corporation is formed are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware and to possess and exercise all of the powers and privileges granted by such law and any other law of Delaware.
4. Authorized Capital. The aggregate number of shares of stock which the Corporation shall have authority to issue is one hundred (100) shares, all of which are of one class and are designated as Common Stock and each of which has a par value of one cent (\$.01) per share.
5. Incorporator. The name and mailing address of the incorporator are:  
  
Steven Friedman  
Schnader Harrison Segal & Lewis LLP  
Suite 600  
1225 Eye Street, N.W.  
Washington, DC 20005
6. Bylaws. In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the corporation is expressly authorized to make, alter and repeal the bylaws of the corporation, subject to the powers of the stockholders of the corporation to alter or repeal any bylaw whether adopted by them or otherwise.
7. Election of Directors. Elections of directors need not be by written ballot unless the bylaws of the Corporation shall so provide.
8. Right to Amend. The Corporation reserves the right to amend any provision contained in this Certificate as the same may from time to time be in effect in the manner now or hereafter prescribed by law, and all rights conferred on stockholders or others hereunder are subject to such reservation.

9. Limitation on Liability. The directors of the Corporation shall be entitled to the benefits of all limitations on the liability of directors generally that are now or hereafter become available under the General Corporation Law of Delaware. Without limiting the generality of the foregoing, no director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this Section 9 shall be prospective only, and shall not affect, to the detriment of any director, any limitation on the personal liability of a director of the Corporation existing at the time of such repeal or modification.

It is the intention that the objects, purposes and powers specified in the third paragraph hereof shall not be limited or restricted by reference to or inference from the terms of any other clause or paragraph in this Certificate of Incorporation, but that the objects, purposes and powers specified in the third paragraph and in each of the clauses or paragraphs of this Certificate of Incorporation shall be regarded as independent objects, purposes and powers.

10. Initial Directors. The powers of the incorporator are to terminate upon the filing of this Certificate of Incorporation. The name and mailing address of the person who is to serve as the initial director of the corporation until the first annual meeting of stockholders of the corporation, or until his successor is elected and qualified, is: Ram Mukunda at 10411 Motor City Drive, Bethesda, Maryland 20817.

IN WITNESS WHEREOF, the undersigned has executed this document on the 16th day of April, 1998.

  
\_\_\_\_\_  
Steven Friedman, Incorporator

## **EXHIBIT B**

### **Evidence of Authority to Transact Business Within the State of South Dakota**

# State of South Dakota

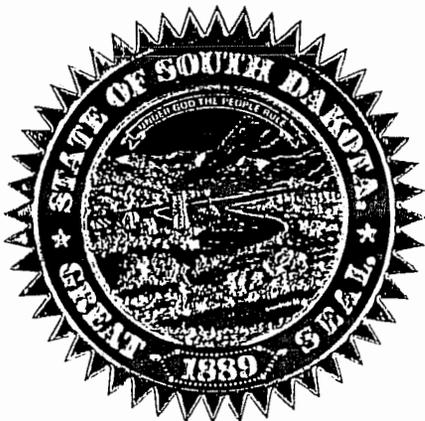


## OFFICE OF THE SECRETARY OF STATE

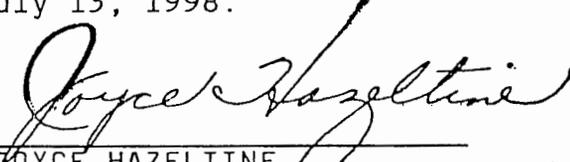
### CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of STARTEC GLOBAL LICENSING COMPANY (DE) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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



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 July 13, 1998.

  
JOYCE HAZELTINE  
Secretary of State

STATE CAPITOL  
500 E. CAPITOL  
PIERRE, S.D. 57501-5077  
605-773-4845  
FAX(605) 773-4550

RECEIVED

FILE NO. \_\_\_\_\_  
RECEIPT NO. JUL 13 1998

APPLICATION FOR CERTIFICATE OF AUTHORITY

S.D. SEC. OF STATE

*Filed 7/13/98*  
*3rd day of July 1998*

Pursuant to the provisions of SDCL 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is STARTEC GLOBAL LICENSING COMPANY  
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is

(3) State where incorporated Delaware Federal Taxpayer ID# 52-2099556

(4) The date of its incorporation is 4/21/98 and the period of its duration is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 1013 Centre Road, Wilmington, DE Zip Code 19805

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 117 E. Capitol, Pierre, SD Zip 57501 and the name of its proposed registered agent in the State of South Dakota at that address is Ronald D. Olinger, Esq.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: reseller and facilities-based provider of domestic and international long distance services

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
<u>see attached</u>					

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number or shares	Class	Series	Par value per share or statement that shares are without par value
<u>100</u>	<u>Common</u>	<u>-</u>	<u>\$.01</u>

# **EXHIBIT C**

## **Resumes**

## **Biography**

### **Ram Mukunda Founder, Chairman and Chief Executive Officer**

Ram Mukunda founded Startec in 1989. The company started out providing long distance service to the Indian community living in the metropolitan Washington, D.C. area. Startec Global Communications is a leading provider of advanced communications and Internet services to residential and business customers transacting with the world's emerging economies.

Prior to founding Startec, Mr. Mukunda served as an Advisor in Strategic Planning for INTELSAT, an international consortium that provides global satellite services. While associated with INTELSAT, he was responsible for issues related to corporate, business, and financial planning and strategic development.

Previously, Mr. Mukunda worked on Wall Street for Caine Gressel as a Fixed Income Analyst.

Mr. Mukunda holds a Bachelor of Science in Electrical Engineering and a Bachelor of Arts in Mathematics, both from the University of Maryland. Additionally, he holds a Master of Science in Electrical Engineering and a Master of Arts in Mathematics from the University of Maryland.

Mr. Mukunda currently serves on the Board of Visitors for the University of Maryland and is a member of the International Council for the Belfer Center, at the John F. Kennedy School of Government at Harvard University.

## **Prabhav Maniyar**

Prabhav has a M.A. in Economics from Old Dominion University and a B.S. in Economics from Virginia Commonwealth University.

In 1985 Prabhav was recruited into the executive training program at NationsBank (now Bank of America). He went to work in Corporate Finance and advanced through several levels to manage a group that was responsible for financing technology companies in the Mid-Atlantic.

In 1993 Prabhav left NationsBank to build the Witt Group of Companies from a small operation to an \$85 million software and satellite concern in only two years. He was the Chief Financial Officer and Senior Vice President for Corporate Development of Eldyne, Inc., Unidyne Corporation and Diversified Control Systems, LLC (collectively known as the Witt Group of Companies). Prabhav orchestrated the investors' exit of the Witt Group through a sale to the Titan Corporation (NYSE: TTN) in May 1996.

Since 1997 Prabhav has been the CFO of Startec. He was responsible for taking the company public and currently focuses on strategy, operations and finance. He has extensive international deal-making experience, and is responsible for all aspects of the company's investments, acquisitions, and international expansion.

In his career, Prabhav has raised approximately \$600 million in public and private financing for high tech ventures, has made acquisitions of over \$ 400 million in the communications and software space and has invested over \$ 50 million in early stage companies.

He is a charter member of the Indian High Tech CEO Council and TiE (The Indus Entrepreneurs) and sits on the board of Net Commerce Corporation and Autoprof.com and Startec Global Communications.

Prabhav has been a resident of the commonwealth of Virginia since 1972. He is married to Manisha Maniyar. They have two children, Arjun and Ruhi, who attend The Langley School. In his spare time Prabhav enjoys volunteering to coach basketball and has been drafted by his wife, the Commissioner for fourth grade basketball for Vienna Virginia, to assist with her duties.

**EXHIBIT D**

**Financial Statement**

**Startec Global Licensing Company**  
**Balance Sheet as of December 31, 2001**

**ASSETS**

**Current Assets:**

<b>Cash and Cash Equivalent</b>	0
<b>Accounts Receivable Gross</b>	704,556
<b>Less: Allowance for Doubtful Accounts</b>	<u>(339,727)</u>
<b>Accounts Receivable Subtotal</b>	<u>364,830</u>

**Total Assets**

364,830

**LIABILITIES:**

**Current Liabilities:**

<b>Pre-petition Accounts Payable (Including Related Party)</b>	18,400
<b>Pre-petition Accrued Expenses</b>	445,763
<b>Post-petition Accrued Expenses</b>	42,108
<b>Intercompany Payables</b>	<u>(5,561,805)</u>
<b>Total Intercompany Payables</b>	<u>(5,055,534)</u>

<b>Vendor Financing - Long Term</b>	<u>10,301,136</u>
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**Total Current Liabilities**

5,245,602

**Total Liabilities**

5,245,602

**Shareholder's Equity:**

<b>Voting Common Stock</b>	0
<b>Retained Earnings</b>	(5,954,088)
<b>Current Period Earnings</b>	<u>1,073,316</u>

**Total Shareholder's Equity**

(4,880,772)

**Total Liabilities and Shareholder's Equity**

364,830

**Startec Global Licensing Company**  
**Income Statement for the year ended December 31, 2001**

<b>Residential Revenue</b>	8,286,136
<b>Contra Revenue-Residential</b>	(2,077,646)
<b>Total Residential Revenue</b>	<u>6,208,489</u>
<b>Commercial Revenue</b>	0
<b>Contra Revenue-Commercial</b>	0
<b>Total Commercial Revenue</b>	<u>0</u>
<b>Net Revenue</b>	6,208,489
<b>Costs of Services- Residential</b>	
<b>Termination-Residential</b>	0
<b>Origination-Residential</b>	0
<b>Transport-Residential</b>	(319,115)
<b>Intercompany Residential Costs of Sales</b>	0
<b>Total Costs of Services-Residential</b>	<u>(319,115)</u>
<b>Costs of Services-Commercial</b>	
<b>Termination-Commercial</b>	0
<b>Intercompany Comm Costs of Sales</b>	(2,252,871)
<b>Total Commercial Costs of Sale</b>	<u>(2,252,871)</u>
<b>Total Costs of Services</b>	<u>(2,571,986)</u>
<b>Residential Gross Margin</b>	5,889,374
<b>Commercial Gross margin</b>	(2,252,871)
<b>Gross Margin</b>	<u>3,636,503</u>
<b>Total G&amp;A Expenses</b>	(2,246,197)
<b>Total Selling and Marketing Expenses</b>	0
<b>Total S,G&amp;A Expenses</b>	<u>(2,246,197)</u>
<b>EBITDA</b>	1,390,306
<b>Depreciation and Amortization</b>	0
<b>Income (Loss) from Operations</b>	<u>1,390,306</u>
<b>Interest Expense, including amortizable loan fees</b>	(316,991)
<b>Interest Income</b>	0
<b>Equity Earnings (Loss) in Subsidiaries</b>	0
<b>Loss on Impairment</b>	0
<b>Income (Loss) before income tax provision</b>	<u>1,073,316</u>
<b>Net Profit (Loss)</b>	<u>1,073,316</u>

**EXHIBIT E**

**Proposed Tariff**

**SOUTH DAKOTA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Dakota by STARTEC GLOBAL LICENSING COMPANY ("Company"). This Tariff is on file with the South Dakota Public Utilities Commission, and copies may also be inspected, during normal business hours, at the following location: 1151 Seven Locks Road, Potomac, MD 20854.

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Issued:

Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road  
Potomac, MD 20854

CHECK SHEET

The title page and pages 1-33 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original	33	Original
17	Original		

\* New or Revised Sheets

Issued:

Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road  
Potomac, MD 20854

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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Issued:

Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road  
Potomac, MD 20854

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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Effective:

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1151 Seven Locks Road  
Potomac, MD 20854

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by STARTEC GLOBAL LICENSING COMPANY ("Company").

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EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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1. TECHNICAL TERMS AND ABBREVIATIONS

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

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

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Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

South Dakota Public Utilities Commission

Company

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Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

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DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

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Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

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Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

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Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

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VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

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## 2. RULES AND REGULATIONS

### 2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.

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- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2. Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy,

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reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.

- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. Reserved for future use.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. Reserved for future use.
- 2.3.8. Reserved for future use.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

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2.4. Cancellation of Service by a Customer

2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.

2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

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- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

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- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that

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the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

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Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road  
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- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Tax and Fee Adjustments
- 2.10.1. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing

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jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

- 2.10.5. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.
- 2.10.6. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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2.11. Method for Calculation of Airline Mileage

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

*the square root of:* 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

*the square root of:* 
$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

- DAY: From 8:01 AM to 5:00 PM Monday - Friday
- EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday
- NIGHT/  
WEEKEND: From 11:01 PM to 8:00 AM Everyday  
From 8:01 AM to 11:00 PM Saturday  
From 8:01 AM to 5:00 PM Sunday

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2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.15. Customer Inquires and Complaints

2.15.1. Customers may direct inquiries and complaints to the Company or the Commission by using the address and toll free number set forth below:

Startec Global Licensing Company  
10411 Motor City Drive, Suite 301  
Bethesda, MD 20817  
(800) 827-9974

South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre, South Dakota 57501  
(800) 332-1782

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### 3. DESCRIPTION OF SERVICES

#### 3.1. Startec 1+ Service

- 3.1.1. Startec 1+ Service consists of the furnishing of switched message telephone service. Service is provided only to Customers who have established an accounts with the Company; calls not identified by the ANI or Authorization Code of an established Customer will be blocked.

Access to Startec 1+ Service is obtained either by pre-subscription to the Company as the primary inter-exchange carrier for the end user common line; or by dialing an access code assigned to the Company through the local exchange telephone company. Access to WATS service is available vial dedicated access lines from the Customer's premises to the Company's point-of-presence.

#### 3.2. Debit Card Service

- 3.2.1. This service is a pre-paid service which enables the caller to access the Company's network via a toll free number. Calls can be made from any touch tone telephone and the prepaid account will be decremented based on the destination called and the duration of the call. Callers cannot re-charge the card.

- 3.2.2. The following types of calls are not permitted through the Debit Card Service:

- a. Calls to Directory Assistance Services
- b. 700, 800, 900, 950 or any Pay per Call Services

- 3.2.3. Calls may only be charged against a Startec Debit Card Service that has sufficient available balance.

- 3.2.4. The Debit Card will be valid as per the date printed on the package

- 3.2.5. Under no circumstances will the Company be liable for lost, stolen, mis-placed, fraudulent or mis-used debit cards.

#### 3.3. Timing of Calls

- 3.3.1. Long distance usage charges are based on the actual usage of the Company network. 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.

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3.3.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is sixty (60) seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

3.4. Minimum Call Completion Rate

3.4.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

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4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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4.2. Startec Freedom Plan

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.130	0.130

4.3. Simple Value Plan

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.099	0.099

4.4. Casual Access Service Plan

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 5 Minutes	Additional Minute
All	0.395	0.079

4.5. Debit Card Calls

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.190	0.190

4.5.1. Customers will incur a \$0.50 surcharge per call.

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4.6. Special Promotional Offering

4.6.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.7. Emergency Calls

4.7.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.8. Payphone Use Service Charge

4.8.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.35.

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Issued:

Effective:

Issued by: Ram Mukunda, President  
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Potomac, MD 20854

STARTEC

No. 111011

DATE

12-SEP-02

VENDOR NAME

SOUTH DAKOTA PUBLIC VENDOR NO: 103024

INVOICE NO.

091002

INVOICE DATE

10-SEP-02

DESCRIPTION

9/10/02 Certificate Of Public C

DISCOUNT AMOUNT

0.00

NET AMOUNT

250.00

RECEIVED  
OCT 10 2002  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

740 EVERGREEN DATA SYSTEMS INC  
PLEASE DETACH AND RETAIN THIS STATEMENT AS YOUR RECORD OF PAYMENT.

Thank You

0.00

250.00

 **startec**<sup>SM</sup>  
GLOBAL COMMUNICATIONS  
1151 SEVEN LOCKS RD.  
POTOMAC, MD 20854

SUNTRUST BANK  
65-270-550

No. 111011

CHECK DATE	CHECK NUMBER	CHECK AMOUNT
12-SEP-02	111011	*****250.00

PAY

Two Hundred Fifty Dollars And 00 Cents\*\*\*\*\*

TO THE  
ORDER OF

SOUTH DAKOTA PUBLIC UTILITIES COMM  
STATE CAPITOL BUILDING  
500 EAST CAPITOL AVENUE  
PIERRE, SD 57501  
United States

  
MP

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of October 10, 2002 through October 16, 2002

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 report. Phone: 605-773-3705 Fax: 605-773-3809

**CONSUMER COMPLAINTS**

**CE02-003 In the Matter of the Complaint Filed by Todd Cheever on Behalf of Minnehaha County Regional Juvenile Detention Center, Sioux Falls, SD, against Xcel Energy Regarding Disruption of Service Causing Damage to Equipment.**

Complainant states that power failures and disruptions in service caused the taxpayers of Minnehaha County unnecessary expense due to mechanical failures in the amount of \$4,018.58 which was caused by an imbalance on the Lincoln County 71 Feeder. Complainant is requesting Xcel Energy to credit its account in the amount of \$4,018.58 to fix equipment at the Juvenile Detention Center caused by their imbalanced load on 71 Feeder in Lincoln County.

Staff Analyst: Amy Kayser  
Staff Attorney: Karen Cremer  
Date Docketed: 10/11/02  
Intervention Deadline: N/A

**CT02-039 In the Matter of the Complaint filed by PrairieWave Community Telephone, Inc. f/k/a Dakota Community Telephone, Inc. and PrairieWave Telecommunications, Inc. f/k/a McLeodUSA Telecom Development, Inc. against Qwest Corporation Regarding Nonpayment of Switched Access Charges, and Other Contract Disputes.**

Complainant states that the parties have a contract for billing purposes and other services. Complainant alleges that its tariffs require Qwest to pay all charges within 31 days of the bill date and to pay late payment charges for payments not made by the payment due date. According to the Complainant, Qwest has failed to pay intrastate switched access charges in the amount of \$581,384.10 and \$636,263.32. Complainant requests that Qwest pay all bills outstanding plus all late payment fees, that Qwest immediately pay into an interest bearing escrow account all amounts due; that DCT and MTD be allowed to offset its amounts owed to Qwest; that Qwest route the traffic so that toll is on toll trunks and local is on local trunks; that Qwest provide sufficient information to the Complainant to bill switched access charges and to block such traffic that it cannot provide such information for; and to permit DCT to refile its 2002 switched access cost study.

Staff Analyst: Amy Kayser  
Staff Attorney: Karen Cremer  
Date Docketed: 10/16/02  
Intervention Deadline: N/A

**CT02-040 In the Matter of the Complaint filed by Debra Gillen, Kimball, SD, against Verizon Wireless Regarding Billing, Contract Dispute and Poor Customer Service.**

On October 15, 2002, the Commission received a complaint filed by Debra Gillen against Verizon Wireless regarding billing, a contract dispute and poor customer service. According to the Complaint, Verizon gave poor customer service in that her phone connection was cutting off, refused to allow her to switch providers without first completing her billing cycle and refused to provide her a copy of the contract to justify why she would be charged a cancellation fee for switching to another provider. Complainant is seeking to have penalties removed and a copy of her contract.

Staff Analyst: Amy Kayser  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/16/02  
Intervention Deadline: N/A

**CT02-041 In the Matter of the Complaint filed by Ann Eberhard on Behalf of Terrace Motel, Pierre, SD, against McLeodUSA Telecommunications Services, Inc. Regarding Contract Dispute, Billing, Poor Customer Service, Failure to Block Long Distance and Other Features as Requested.**

Complainant's representative states that after signing a contract with McLeod that the Motel experienced numerous problems in getting its blocks pertaining to long distance to work properly. Motel also had problems with correct billing and customer service.

Staff Analyst: Amy Kayser  
Staff Attorney: Karen Cremer  
Date Docketed: 10/16/02  
Intervention Deadline: N/A

**CT02-042 In the Matter of the Complaint Filed by Brenda and Mark DeGraw, Sioux Falls, SD, against Qwest Corporation and MCI WorldCom Regarding Contract and Billing Dispute.**

Complainants state that in January 2002 MCI called and offered a plan which was accepted by the Complainants. However, when the bill was received it was not the rate that was offered. Complainants switched to Sprint in February 2002 but continued to receive a billing from MCI. Complainants called Qwest in March and April 2002 and were told they would be switched to Sprint but they continued to be billed by MCI. In June 2002 Qwest informed them that there was a PIC freeze on their long distance. Complainants request to have their bill recalculated to the Sprint rate for the period of February 2002 through June 2002.

Staff Analyst: Amy Kayser  
Staff Attorney: Karen Cremer  
Date Docketed: 10/16/02  
Intervention Deadline: N/A

## TELECOMMUNICATIONS

**TC02-167 In the Matter of the Application of Startec Global Licensing Company for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.**

Startec Global Licensing Company has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange service in South Dakota. The applicant intends to provide resold interexchange service, including MTS, in-WATS, out-WATS, and Debit Card services throughout South Dakota.

Staff Analyst: Michele Farris

Staff Attorney: Kelly Frazier

Date Filed: 10/10/02

Intervention Deadline: 11/01/02

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc>**

# EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

ATTORNEYS AT LAW  
900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
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GEORGE H. LENNON  
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LAWRENCE M. BRENTON  
GORDON C. MILLER  
GARY P. BARTOSIEWICZ  
BLAKE D. CROCKER

ROBERT M. TAYLOR  
RON W. KIMBREL  
PATRICK D. CROCKER  
ANDREW J. VORBRICH  
TYREN R. CUDNEY  
STEVEN M. BROWN  
KRISTEN L. GETTING

**RECEIVED**

**JAN 21 2003**

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

OF COUNSEL  
THOMPSON BENNETT  
JOHN T. PETERS, JR.  
VINCENT T. EARLY  
(1922 - 2001)  
JOSEPH J. BURGIE  
(1926 - 1992)

January 20, 2003

Executive Director  
South Dakota Public Utilities Commission  
State Capitol  
Pierre, SD 57501-5070

Re: STARTEC GLOBAL LICENSING COMPANY  
PUC Docket TC02-167

Dear Sir:

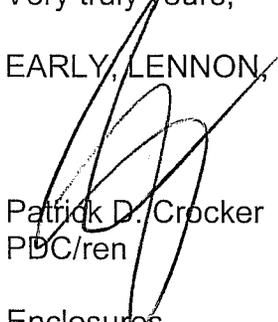
In accordance with the request of Staff member, Michele M. Farris, enclosed for filing with the Commission, please find an original and two (2) copies of the above captioned corporation's responses to staff correspondence dated November 7, 2002.

In addition, enclosed is a duplicate copy of this letter. Please date-stamp the duplicate and return it to me in the enclosed stamped, self-addressed envelope.

Should you have any questions concerning this filing, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

  
Patrick D. Crocker  
PDC/ren

Enclosures

1. Provide the most current financial information for the applicant. Does the applicant have audited financial information? If so, provide a copy. Based on the financial submitted, if the applicant intends to offer pre-paid debit cards they must furnish a \$25, 2000.00 surety bond.

**Applicant attaches current financial information as Attachment 1. Applicant does not intend to offer pre-paid debit cards at this time. Tariff Page No. 29 and 32 are attached as Attachment 1, amended to remove pre-paid service language.**

2. The applicant did not submit a cash flow statement. Please request a waiver from filing a cash flow statement in accordance with ARSD 20:10:24:02(08).

**Applicant requests a waiver of the ARSD 20:10:24:02(08) requirement to provide these documents. Attached hereto as Attachment 2.**

3. In response to ARSD 20:10:24:02(10) the applicant states the information can be found in Appendix F. The application does not contain an Appendix F. Please submit.

**Appendix F is attached hereto as Attachment 3.**

4. In Section 2.8.4 of the tariff, the commission recommends the customer be allowed 180 days to dispute a bill.

**Amended Tariff Page No. 24 containing section 2.8.4. is attached hereto as Attachment 4.**

5. In item 2.15.1 of the tariff, include TTY through Relay Service South Dakota (800) 877-1113.

**Amended Tariff Page No. 28 containing section 2.15.1. is attached hereto as Attachment 5.**

## **ATTACHMENT 1**

# STGC P&L Monthly Trend Summary

STARTEC USA (SB)

Period: DEC-02 currency USD

Submitted: 19-NOV-02 10:24:50

ENTITY=103 (Startec Global Licensing Company)

OCT-02

Actual

Residential Revenue	453,650.88
Contra Revenue-Residential	(22,552.80)
<b>Total Residential Revenue</b>	<b>431,098.08</b>
Net Revenue	431,098.08
Costs of Services -Residential	
Transport-Residential	(11.15)
Intercompany Residential Costs of Sales	(206,348.24)
<b>Total Costs of Services -Residential</b>	<b>(206,359.39)</b>
Costs of Services -Commercial	
<b>Total Costs of Services</b>	<b>(206,359.39)</b>
Residential Gross Margin	224,738.69
Gross Margin	224,738.69
G&A Allocations	(132,433.37)
Total G&A Expenses (excl. Allocations)	(42,244.00)
Total Selling and Marketing Expenses	(27,165.67)
<b>Total S,G&amp;A Expenses</b>	<b>(201,843.04)</b>
EBITDA	22,895.65
Income (Loss) from Operations	22,895.65
Income (Loss) before income tax provisio	22,895.65
Net Profit (Loss)	22,895.65
Retained Earnings Check	22,895.65

# STGC Balance Sheet

STARTEC USA (SB)

Period: OCT-02 currency USD

Submitted: 19-NOV-02 10:23:04

	<i>US Lic</i>
	<i>OCT-02</i>
<b>ASSETS</b>	
<b>Current Assets:</b>	
Cash and Cash Equivalent	0.00
Accounts Receivable Gross	633,810.00
Less: Allowance for Doubtful Accounts	(221,451.00)
Accounts Receivable Subtotal	412,358.00
Employees Receivable	0.00
Other Receivable	0.00
Other Current Assets	0.00
<b>Total Current Assets</b>	<b>412,358.00</b>
<b>Property and Equipment</b>	
Long Dist. Communications Equipment	0.00
Computer Software and Office Equipment	0.00
Less: Accumulated Depreciation	0.00
Depreciable PP&E	0.00
Switch Site - Construction in Progress	0.00
<b>Total Property and Equipment - net of Depr.</b>	<b>0.00</b>
Goodwill	0.00
License and other intangibles	0.00
Accumulated Amortization - Goodwill	0.00
<b>Goodwill net of Amorization</b>	<b>0.00</b>
Investments	0.00
Pledged Securities	0.00
Other Long Term Assets	0.00
<b>Total Non-Current Assets</b>	<b>0.00</b>
<b>Total Assets</b>	<b>412,358.00</b>

**LIABILITIES:****Current Liabilities:**

<b>Pre-petition Accounts Payable (Including Related Party)</b>	(18,281.00)
<b>Pre-petition Accrued Expenses</b>	(415,801.00)
<b>Post-petition Accounts Payable</b>	0.00
<b>Post-petition Accrued Expenses</b>	(57,271.00)
<b>Investment in Subsidiaries</b>	0.00
<b>Intercompany Payables</b>	5,523,266.00
<b>Total Intercompany Payables</b>	<u>5,523,266.00</u>
<b>Short Term Borrowings</b>	0.00
<b>Vendor Financing - Short Term</b>	0.00
<b>Notes Payable to Related Parties</b>	0.00
<b>Capital Lease Obligation , Net of Current portion</b>	0.00
<b>Vendor Financing - Long Term</b>	(10,301,136.00)
<b>Other L/T Liabilities</b>	0.00
<b>Bonds Payable</b>	0.00
<b>Discounts on Senior Notes</b>	0.00
<b>Total Current Liabilities</b>	<u>(5,269,223.00)</u>
<b>Total Liabilities</b>	<u>(5,269,223.00)</u>
<b>Shareholder's Equity:</b>	
<b>Voting Common Stock</b>	0.00
<b>Unearned Compensation</b>	0.00
<b>Stock Warrants</b>	0.00
<b>Additional Paid In Capital</b>	0.00
<b>Accumulated Other Comprehensive Income</b>	0.00
<b>Retained Earnings</b>	4,852,596.00
<b>Current Period Earnings</b>	4,269.00
<b>Total Shareholder's Equity</b>	<u>4,856,865.00</u>
<b>Total Liabilities and Shareholder's Equity</b>	<u>(412,358.00)</u>

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3. DESCRIPTION OF SERVICES

3.1. Startec 1+ Service

- 3.1.1. Startec 1+ Service consists of the furnishing of switched message telephone service. Service is provided only to Customers who have established an accounts with the Company; calls not identified by the ANI or Authorization Code of an established Customer will be blocked.

Access to Startec 1+ Service is obtained either by pre-subscription to the Company as the primary inter-exchange carrier for the end user common line; or by dialing an access code assigned to the Company through the local exchange telephone company. Access to WATS service is available vial dedicated access lines from the Customer's premises to the Company's point-of-presence.

3.2. Debit Card Service

- 3.2.1. Reserved for future use.

3.3. Timing of Calls

- 3.3.1. Long distance usage charges are based on the actual usage of the Company network. 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.

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Issued:

Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road  
Potomac, MD 20854

4.2. Startec Freedom Plan

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.130	0.130

4.3. Simple Value Plan

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 60 Seconds	Additional 60 Seconds
All	0.099	0.099

4.4. Casual Access Service Plan

**BUSINESS DAY**  
**EVENING/NIGHT/WEEKEND**

Mileage	Initial 5 Minutes	Additional Minute
All	0.395	0.079

4.5. Debit Card Calls

4.5.1 Reserved for future use.

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Potomac, MD 20854

**ATTACHMENT 2**

**Request for Waiver of ARSD 10:24:02(08)**

**Startec Global Licensing Company, hereby respectfully requests a waiver of the ARSD 10:24:02(08) requirement to file a cash flow statement.**

## ATTACHMENT 3

Startec Global Licensing Company is currently authorized to provide intrastate telecommunications services in the following jurisdictions:

Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

**ATTACHMENT 4**

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the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within one hundred eighty (180) days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.

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Issued:

Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road  
Baltimore, MD 21254

**ATTACHMENT 5**

2.13. Special Customer Arrangements

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, Installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.15. Customer Inquires and Complaints

2.15.1. Customers may direct inquiries and complaints to the Company or the Commission by using the address and toll free number set forth below:

Startec Global Licensing Company  
10411 Motor City Drive, Suite 301  
Bethesda, MD 20817  
(800) 827-9974

South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre, South Dakota 57501  
(800) 332-1782

TTY through Relay Service  
South Dakota  
(800) 877-1113

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Issued:

Effective:

Issued by: Ram Mukunda, President  
STARTEC GLOBAL LICENSING COMPANY  
1151 Seven Locks Road

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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>ORDER GRANTING</b>
<b>STARTEC GLOBAL LICENSING COMPANY )</b>	<b>CERTIFICATE OF</b>
<b>FOR A CERTIFICATE OF AUTHORITY TO )</b>	<b>AUTHORITY</b>
<b>PROVIDE INTEREXCHANGE )</b>	
<b>TELECOMMUNICATIONS SERVICES IN )</b>	<b>TC02-167</b>
<b>SOUTH DAKOTA )</b>	

On October 10, 2002, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Startec Global Licensing Company (Startec).

Startec proposes to provide resold interexchange service, including MTS, in-WATS, out-WATS and debit card services throughout South Dakota. A proposed tariff was filed by Startec. The Commission has classified long distance service as fully competitive.

On October 17, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of November 1, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its February 20, 2003, meeting, the Commission considered Startec's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Startec not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that Startec has met the legal requirements established for the granting of a certificate of authority. Startec has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive ARSD 20:10:24:02(8). The Commission approves Startec's application for a certificate of authority, subject to the condition that Startec not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that Startec's application for a certificate of authority to provide interexchange telecommunications services is hereby granted, subject to the condition that Startec not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that the Commission waives ARSD 20:10:24:02(8). It is

FURTHER ORDERED, that Startec shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 7<sup>th</sup> day of March, 2003.

<b>CERTIFICATE OF SERVICE</b>
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 first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u><i>Alaine Kolbo</i></u>
Date: <u>3/11/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

*Robert K. Sahr*  
ROBERT K. SAHR, Chairman

*Gary Hanson*  
GARY HANSON, Commissioner

*James A. Burg*  
JAMES A. BURG, Commissioner

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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## *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. TC02-167

*This is to certify that*

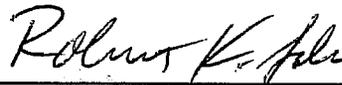
### **STARTEC GLOBAL LICENSING COMPANY**

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

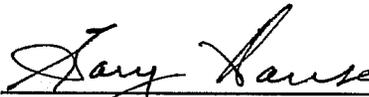
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 7<sup>th</sup> day of March, 2003.

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:**



ROBERT K. SAHR, Chairman



GARY HANSON, Commissioner



JAMES A. BURG, Commissioner

