



Computer Intelligence² INC.

*Information Technology Management
Telecommunications Management Services
Aviation Systems*

RECEIVED

OCT 28 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

October 25, 2002

Mr. Harlan Best
Deputy Director-Fixed Utilities Division
South Dakota Public Utilities Commission
500 E. Capitol Avenue
Pierre, S.D. 57501-5070

Dear Mr. Best:

On behalf of CI². Inc., I have correctly attached all exhibits accordingly. Wherefore, the tariff has also been forwarded along with this Application. An original and 10 copies of the application and tariff have been enclosed for your review.

Thank you for your consideration of CI², Inc. as a Competitive Local Exchange Carrier (CLEC).

If there are any questions, you may call me at 770-425-2267.

Yours truly,


Beverly Jackson
Department of Regulatory Affairs

TC 173 TC02-17

Georgia Office:
Corporate Headquarters
200 Galleria Parkway, NW,
Suite 1200
Atlanta, GA 30339

Washington Office:
CI² Aviation, Inc.
1225 "I" Street, NW, Suite 950
Washington, DC 20005

Tel: 770-425-2267
Fax: 770-425-1338
1-888-657-327

Tel: 202-289-4376
Fax: 202-289-4394
1-800-261-520

Web Pages:
www.ci2.com
www.ci2bpa.com

TC02-173

South Dakota Public Utilities Commission

500 East Capitol Avenue
Pierre, SD 57501-5070

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OCT 28 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**APPLICATION -
CERTIFICATE OF AUTHORITY
FOR
LOCAL EXCHANGE SERVICE**

1. Name of Business	CI ² , Inc.
Business Address	
Street and No.	200 Galleria Parkway, Suite 1200
City	Atlanta
State and Zip	Georgia 30339
Telephone Number	770-425-2267
Facsimile Number	770-425-1338
E-Mail Address	pdixon@ci2.com
2. Type of Entity	Corporation
(a) state in which incorporated	Georgia
(b) date of incorporation	February 7, 1995
(c) stockholders owning 20% or more of the interest in the business	Willa Andrella Baylis
(d) full name and business address of each corporate officer and director	

Officer Name	Business Address	Title	Percent and Class of Shares
Willa Andrella Baylis	200 Galleria Pkwy, S 1200 Atlanta, GA 30339	President & CEO, CFO	100% of Common Stock
Sharon Mendon	200 Galleria Pkwy, S 1200 Atlanta, GA 30339	Chief Operating Officer	
Pat D. Dixon, Jr.	200 Galleria Pkwy, S 1200 Atlanta, GA 30339		
Board of Directors			
Willa Andrella Baylis	200 Galleria Pkwy, S 1200 Atlanta, GA 30339	Chairwoman	See above
Mary Killerbrew	8315 Jett Ferry Road Atlanta, GA 30350	Board member	
Anne Fannin	525 Corondelett Cove, SW Atlanta, GA 30311	Board member	

3. Applicant will provide service under the name: CI², Inc.

4. The applicant has no principal office in South Dakota.

(a) Registered Agent	TCS Corporate Services, Inc. C/O Marilyn Person 819 West Third Pierre, SD 57501
(b) Stockholder(s) holding 20% or more of the interest in the business	Willa Andrella Baylis
(c) CI ² , Inc. was incorporated in GA	February 7, 1995; see EXHIBIT 1
(d) out-of-state corporation	Certificate of Authority to transact business in South Dakota attached as EXHIBIT 2

5. The applicant has not provided service in South Dakota.

6. CI², Inc. is the parent company of:

- CI² Aviation
- CI² Real Estate Corporation
- Thacker/Computer Intelligence² LLC

7. Description of types of services to be offered, and means by which the services will be provided

CI², Inc is proposing to provide:

- local exchange services
 coin telephone service

- message telecommunications service (MTS)
 other

CI², Inc. is a reseller providing local exchange service to end users through resale without using its own network facilities or the unbundled network elements (UNE), but those of an underlying local exchange carrier.

8. A service map and narrative description indicating the geographic area proposed to be served
See **EXHIBIT 3**

9. CI², Inc. is a dynamic technology and telecommunications solution provider specializing in full service systems engineering, integration and solutions. The company has teamed with leaders and innovators in the computer technology and telecommunications field and has designed, deployed, and maintained numerous technology-oriented solutions which enables clients to substantially expand communications and database access capabilities; configure and manage customized cost effective Local Area Networks and Wide Area Networks; integrate open architecture document imaging systems into existing LANs and WANs. CI², Inc. has partnerships with a wide range of product and service providers, the RBOCs (Regional Bell Operating Companies, and other service providers to sell LEC (Local Exchange Carriers and IXC's (Interexchange Carriers services. CI² has either direct or indirect business relationships with all LECs (Incumbent Local Exchange Carrier), IXCs and major CLECs, as well as partnerships with key equipment vendors.

Resumes of key management personnel are attached as **EXHIBIT 4**.

10. As a reseller, access to emergency services such as 911 or enhanced 911, operator services, directory assistance, telecommunications relay services will remain the property of the underlying local exchange carrier.

11. Financial information:

- a. Most recent 12 month financial statements consisting of balance sheets, income statements, and cash flow statements are attached as **EXHIBIT 5**.
b. CI² is not a public corporation.

12. CI² will seek to enter into reseller agreements with Qwest

13. Tariff is being filed for informational purposes only.
See **EXHIBIT 6**

14. CI², Inc. will serve less than fifty thousand local exchange subscribers in South Dakota, and therefore is not required to file cost support information. See illustrative tariff.

15. Marketing

The Marketing/Sales Department in Atlanta, Georgia is primarily focusing on service to the federal, state and local governments, and is now ready to penetrate the business and residential markets. The Marketing/Sales Department has successfully combined sales calls, direct mail, targeted advertising, and tradeshow participation while doing business with the government, and will continue to use these strategies in the future.

Brochures have not been developed yet; however, a brochure of the Company's capabilities is attached as **EXHIBIT 7**.

16. CI² is not seeking authority to provide local exchange service in the service area of a rural telephone company.

17. Applicant is certified to provide telecommunications services in:
- | | | |
|-------------|----------------|----------------|
| Alabama | Louisiana | North Dakota |
| Arizona | Michigan | Oklahoma |
| Arkansas | Minnesota | Oregon |
| California | Mississippi | Rhode Island |
| Connecticut | Missouri | South Carolina |
| Florida | Montana | Tennessee |
| Georgia | Nebraska | Texas |
| Illinois | Nevada | Utah |
| Indiana | New Hampshire | Vermont |
| Iowa | New Jersey | West Virginia |
| Kansas | New Mexico | Wisconsin |
| Kentucky | North Carolina | Wyoming |

18. Contact Personnel	
(a) issues relating to processing this Registration and tariff	Attorney Pat D. Dixon, Jr., General Counsel 200 Galleria Pkwy, S 1200, Atlanta, GA 30339; TN 770-425-2267 X 215, FAX 770-956-9108; pdixon@ci2.com
(b) consumer-related issues	Stanley Verdree, Director of Programs 200 Galleria Pkwy, S 1200, Atlanta, GA 30339; TN 770-425-2267 X 222, FAX 770-933-9340; sverdree@ci2.com
(c) technical and quality of service issues	Athon Clemons, Provisioning Manager 200 Galleria Pkwy, S 1200, Atlanta, GA 30339; TN 770-425-2267 X 209, FAX 770-933-9340; aclemons@ci2.com
(d) tariff and pricing issues	Attorney Pat D. Dixon, Jr. General Counsel 200 Galleria Pkwy, S 1200, Atlanta, GA 30339; TN 770-425-2267 X 215, FAX 770-956-9108; pdixon@ci2.com
(e) Customer Service toll-free number	

19. How applicant plans to bill and collect charges from customers
CI² will bill its customers directly utilizing Telco Solutions, a billing software.
20. Applicants policies relating to solicitation of new customers and a description of the efforts the applicant shall use to prevent the unauthorized switching of local service customers by the applicant, its employees, or agents. The Marketing/Sales Department has successfully combined sales calls, direct mail, targeted advertising, and tradeshow participation while doing business with the government, and will continue to use these strategies in the future. The Company will not use multi-level marketing ; however, telemarketing is a consideration. Telemarketing guidelines per South Dakota Statute §37-30A will be adhered to.
- A stipulation in the Reseller/Interconnection Agreement will require that the underlying LEC notify the Company when changes in the intraLATA and/or interLATA pre-selected carriers are made to the Company's accounts. A written notice shall be sent to the customer within 10 days of the change to verify authorization of the change.
21. Complaints filed against applicant
There have been no complaints filed against CI².
22. CI² is not requesting a waiver of eligible telecommunications carrier service requirements.
23. Federal identification number: 58-2165936

Secretary of State
Corporations Division
315 West Tower
#2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

DOCKET NUMBER : K92100964
CONTROL NUMBER : K504225
DATE INC/AUTH/FILED: 02/07/1995
JURISDICTION : GEORGIA
PRINT DATE : 07/29/1999
FORM NUMBER : 215

CI2, INC.
ATTN: NEFERTARI SWAINSON
200 GALLERIA PKWY STE 1550
ATLANTA, GA 30339

CERTIFIED COPY

I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

CI2, INC.
A DOMESTIC PROFIT CORPORATION

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the date set forth above its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



A handwritten signature in black ink, appearing to read 'Cathy Cox', is written over the printed name.

Cathy Cox
Secretary of State

Secretary of State

Business Services and Regulation

State 315, West Tower

2 Martin Luther King, Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9504225
EFFECTIVE DATE: 02/07/1995
COUNTY : FULTON
REFERENCE : 0069
PRINT DATE : 02/07/1995
FORM NUMBER : 0311

ARRINGTON & HOLLOWELL, P.C.
STANLEY E. FOSTER
191 PEACHTREE STREET, NE, STE 3550
ATLANTA, GA 30303

CERTIFICATE OF INCORPORATION

I, **MAX CLELAND**, Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

CI2, INC.

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

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



Max Cleland
MAX CLELAND
SECRETARY OF STATE

Verley J. Spivey
VERLEY J. SPIVEY

SECURITIES
656-2894

CEMETERIES
656-3079

CORPORATIONS
656-2817

CORPORATIONS HOT-LINE
404-656-2222

ARTICLES OF INCORPORATION

OF

CI², INC.

ARTICLE I.

NAME

The name of the corporation is CI², INC. and is organized pursuant to the provisions of the Georgia Business Corporation Code.

ARTICLE II.

The mailing address of the Corporation is 843 Mary Ann Drive, Marietta, Georgia 30068.

ARTICLE III.

The corporation shall have perpetual duration.

ARTICLE IV.

The corporation is organized as a corporation for profit for any lawful purpose not specifically prohibited to corporations under the applicable laws of the State of Georgia, and any and all other activities desirable or necessary in the conduct and operation of the foregoing.

ARTICLE V.

AUTHORIZED SHARES

The corporation shall have authority to be exercised by the Board of Directors to issue not more than 100,000 shares of common voting stock with no par value.

ARTICLE VI.

PREEMPTIVE RIGHTS

Shareholders shall have the preemptive right to acquire

unissued shares of the Corporation.

ARTICLE VII.

RIGHT TO PURCHASE STOCK

The Corporation shall be entitled to purchase its own shares to the extent of unreserved and unrestricted earned and capital surplus available therefor.

ARTICLE VIII.

DISTRIBUTION OF ASSETS

The Corporation shall be entitled to distribute a portion of its assets to its shareholders to the extent of capital surplus therefor.

ARTICLE IX.

VOTING POWER

Pursuant to Section 14-2-112(d) of the Georgia Business Corporation Code, any action of the shareholders may be taken by the written consent of persons who would be entitled to vote at a meeting and whose shares have the voting power to cause not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote were present and voted.

ARTICLE X.

LIABILITY OF DIRECTORS

To the fullest extent permitted under the Georgia Business Corporation Code, as amended, no director of the Corporation shall be liable to the Corporation or its shareholders for monetary damages for breach of duty of care or other duty as a director; provided that this Article X shall not eliminate or limit the

liability of a director:

- (i) for any appropriation, in violation of his duties, of any business opportunity of the corporation;
- (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (iii) for the types of liability set forth in Section 14-2-154 of the Georgia Business Corporation Code; or
- (iv) for any transaction from which the director derived an improper personal benefit.

ARTICLE XI.

MINIMUM CAPITAL

The corporation shall not commence business until it shall have received at least Five Hundred Dollars (\$500.00) in payment for the issuance of shares of stock.

ARTICLE XII.

REGISTERED OFFICE AGENT

The address of the initial registered office of the corporation is 191 Peachtree Street, N.E., Suite 3550, Atlanta, Georgia 30303-1735 and the name of its initial registered agent at such address is Stanley E. Foster, Esquire.

ARTICLE XIII.

INITIAL BOARD OF DIRECTORS

The initial Board of Directors of the corporation shall consist of one (1) member as follows:

Andrella Baylis
843 Mary Ann Drive
Marietta, GA 30068

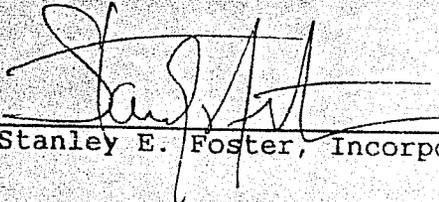
ARTICLE XIV.

INCORPORATOR

The name and address of the Incorporator is:

Stanley E. Foster
Arrington & Hollowell, P.C.
191 Peachtree Street, Suite 3550
Atlanta, GA 30303-1735

IN WITNESS WHEREOF, the undersigned executes these Articles of Incorporation.



Stanley E. Foster, Incorporator

Arrington & Hollowell, P.C.
191 Peachtree Street, N.E.
Suite 3550
Atlanta, Georgia 30303-1735
(404) 658-9900

SECRETARY OF STATE

FEB 7 1 34 PM '95

BSR (1)



BUSINESS SERVICES AND REGULATION
 Suite 315, West Tower
 2 Martin Luther King Jr. Drive
 Atlanta, Georgia 30334-1530
 (404) 656-2817

MAX CLELAND
 Secretary of State
 State of Georgia

TRANSMITTAL INFORMATION FOR GEORGIA
 PROFIT OR NONPROFIT CORPORATIONS

J. F. GULLION
 Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET # 950380718 PENDING CONTROL # P092384 CONTROL # 9504225
 Docket Code 311 Corporation Type DP
 Date Filed 2/7/95 Amount Received \$ 160.00 Check/Receipt # _____
 Jurisdiction (County) Code 60
 Examiner 69 Date Completed 2/7/95

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.
 INSTRUCTIONS ARE ON THE BACK OF THIS FORM.

1. 950380716
 Corporate Name Reservation Number
CI², Inc.
 Corporate Name (exactly as appears on name reservation)

2. Stanley E. Foster, Esq. Arrington & Hollowell, P.C. (404) 658-9900
 Applicant/Attorney Telephone Number
191 Peachtree Street, N.E. Suite 3550
 Address
Atlanta GA 30303-1735
 City State Zip Code

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)
1. FORM 227 - TRANSMITTAL FORM (ATTACH SECRETARY OF STATE FILING FEE OF \$60.00 TO THIS FORM)
 2. ORIGINAL ARTICLES OF INCORPORATION
 3. ONE COPY OF ARTICLES OF INCORPORATION

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Intent to Incorporate and a publishing fee of \$40.00 has been mailed or delivered to the authorized newspaper as required by law.



 Authorized Signature

2/7/95

 Date

State of South Dakota

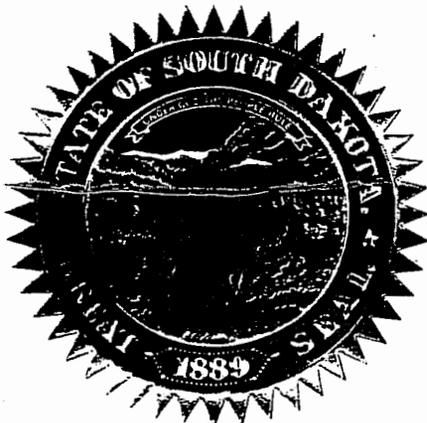


OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

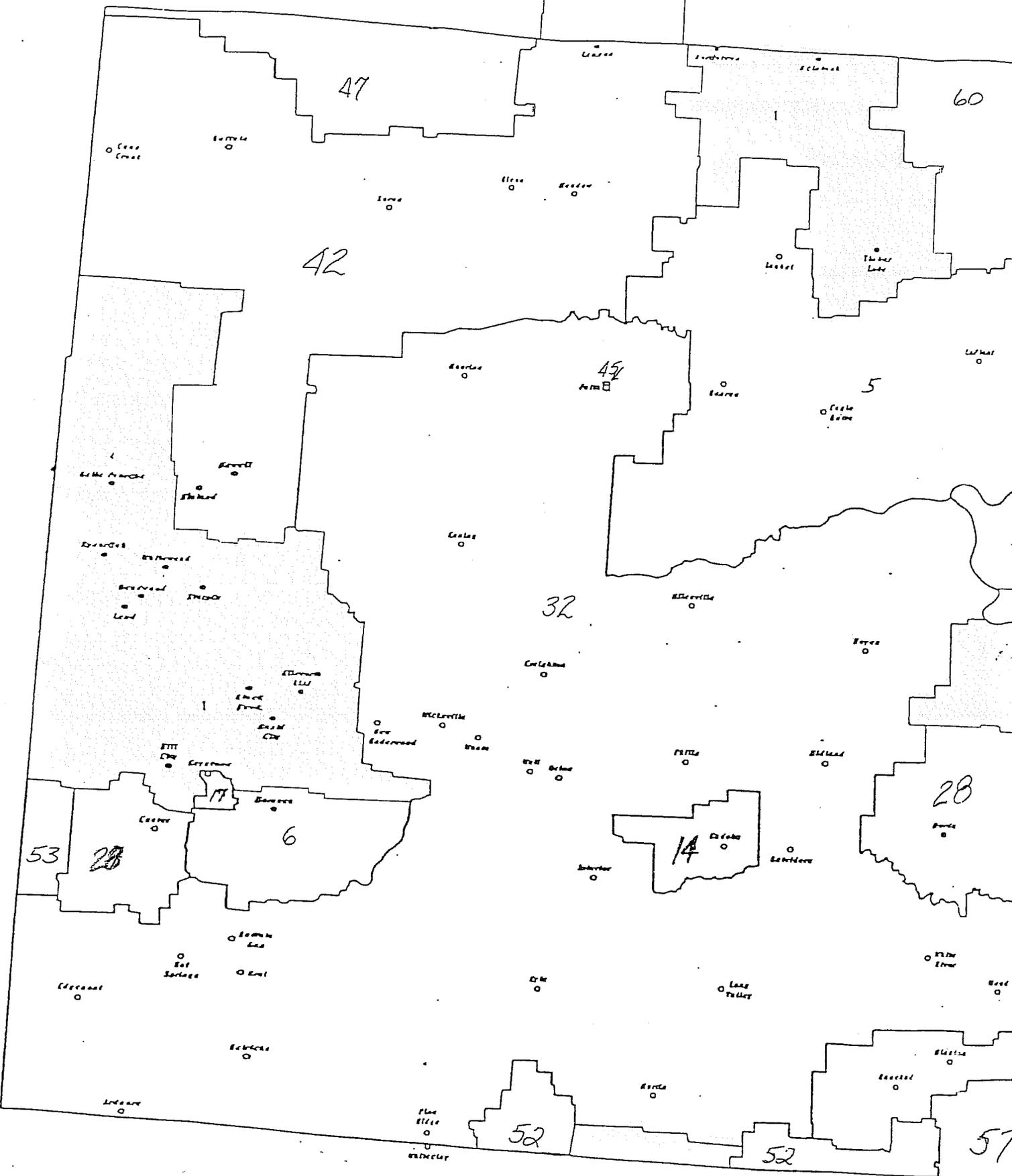
I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of CI2, INC. (GA) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 1, 1999.

JOYCE HAZELTINE
Secretary of State





Andrella Baylis

President & CEO
CI², Incorporated

200 Galleria Parkway, Suite 1200, Atlanta, Georgia 30339
(770) 425-2267 (Voice) (770) 425-1338 (Facsimile)

Profile

Andrella Baylis is President and CEO of Computer Intelligence Squared, Incorporated ("CI²"). Born and raised in Nashville, Tennessee, Ms. Baylis has devoted her career to the information technology industry and has over 20 years of comprehensive senior level management experience in Marketing, Sales and Computer Technology. She has held progressively more responsible positions in finance and program management at such leading companies as Hewlett Packard, Siemens and Information Systems of America (ISA). Ms. Baylis holds a B.S. in Business Administration from Tennessee State University and an MBA in Finance from Roosevelt University in Chicago.

Ms. Baylis serves as a Board Member for the Georgia Regional Transportation Authority (GRTA), American - Nigerian Chambers of Commerce, and Atlanta Metropolitan Technical Institute. Ms. Baylis also is a member of the National Minority Supplier Development Council (NMSDC), which has more than 3,500 corporations among its membership.

CI² is a dynamic technology and telecommunications solution provider specializing in full service systems engineering, integration and solutions. Founded in 1993, CI² is a minority and woman-owned corporation certified under the Small Business Administration (SBA) 8(a) program through 2004. Ms. Baylis's current responsibilities are to develop strategic goals, operating plans and policies, corporate objectives, both short and long-range to assure attainment of corporate capabilities.

Corporate Overview

In the past nine years, CI² has grown from a \$1.2 million company to an over \$30 Million Corporation. Today, the company has a successful performance record and approximately 142 employees and consultants. In addition to the Atlanta headquarters, CI² has an office in Washington D.C.

CI² has teamed with leaders and innovators in the computer technology and telecommunications field and has designed, deployed and maintained numerous technology-oriented solutions which enables clients to substantially expand communications and database access capabilities; configure and manage customized cost effective Local Area Networks and Wide Area Networks; integrate open architecture document imaging systems into existing LAN & WAN's. CI² has a distinguished track record of providing stand-alone LAN based PC workstations across platforms supported by DOS, Windows NT, Windows and OS/2.

CI² has partnerships with a wide range of product and service providers, the RBOCs (Regional Bell Operating Companies), and other service providers to sell LEC (Local Exchange Carrier) and IXC (intereXchange Carrier) services. CI² has either direct or indirect business relationships with all ILECS (Incumbent Local Exchange Carrier), IXCs and major CLECs (Competitive Local Exchange Carrier), as well as partnerships with key equipment vendors.

In addition to telecommunications and information technology, CI² has a federal aviation division with the Federal Aviation Administration (FAA) to provide air traffic control tower operation and support.

As a Microsoft Certified Solution Provider and a Novell Authorized Partner, CI² has become a trusted business partner with a reputation for delivering high performance solutions that work.

Corporate Overview

TECHNICAL EXPERTISE AND EXPERIENCE

CI², Inc., is paving its way into the 21st Century as a dynamic technology solution provider and is able to offer a diverse assortment of technical services ranging from training and Help Desk support to integration and maintenance. The company is proud to participate in the Department of Defense's Mentor Protégé program, established to foster the development of rising technology companies. Through this program, CI², Inc., is committed to becoming a recognized provider of high bandwidth networks and multi-media technology applications. Below is a partial list of available services:

Internet

From web page design to development of custom electronic mail solutions, CI² offers complete Internet services. As an ISP for commercial high bandwidth, the company can deliver secure and cost effective.

Connectivity

CI², Inc., is accomplished in providing stand-alone and LAN –based PC workstations across platforms with concurrent access to multiple host computers and mid-range systems. Using off-the-shelf as well as customized high performance asynchronous and synchronous protocol devices, (bridges, routers, communications servers), CI², Inc., has become a leader in providing advanced solutions for micro-to-mainframe, micro-to-mini and LAN-to-LAN communications.

Network Services

As a Microsoft Certified Solution Provide and Novell Authorized Partner, CI², Inc., has become a trusted business partner with a reputation for delivering high performance solutions that work. From concept through implementation, CI², Inc., works closely with technology decision makers to design, integrate, install, service and support local wide area networks. Experienced in configuration and installation of Novell and Windows NT networks, the company is also proficient in design and installation of cross platform networking using DOS, OS/2, Windows and UNIX.

Network Management

CI², Inc., is known for superior network management services providing both preventive and around the clock on site and remote maintenance response. This ensures timely resolution of problems and maximum up time of LAN's.

System Security

CI², Inc., is fully equipped to use smart card technology and sophisticated programming to provide protection against fraud, espionage, theft, unlawful entry, and related crimes against desktop, laptop and networked computer systems.

Curriculum Vitae of
PAT D. DIXON, JR., ESQ.

EDUCATION AND EARLY PROFESSIONAL BACKGROUND

Pat D. Dixon, Jr. earned a B.S. Degree from Tennessee State University in 1974 and a J.D. Degree from Howard University School of Law in 1978. He was one of the few individuals in the history of the law school to serve as President of the Student Bar Association while also serving on the Editorial Board of the Howard Law Journal.

Upon graduation he passed the Georgia Bar examination and immediately started his legal career in the General Counsel's Office of the U.S. Nuclear Regulatory Commission (NRC) in Washington, DC. His hiring marked the first for an African-American in the General Counsel's office. His job duties at the General Counsel's Office included giving policy, legal, and legislative advice to the Commission and handling litigation involving NRC.

CURRENT PROFESSIONAL EXPERIENCE

Mr. Dixon currently serves as General Counsel to CI², Inc., a significant provider of Information Technology Management, Telecommunications Management Services, and Aviation Systems Contracts management in the Federal arena. As General Counsel, he serves as Chief Legal Counsel to the Corporation. He advises and represents the Corporation in regard to a myriad of legal areas, including Telecommunications Law, Intellectual Property Matters, Government Procurement, Employment Law, UCC and Contract Law, and Corporate Governance.

Prior to accepting the position of General Counsel of CI², Inc., he was in the private practice of law for nineteen (19) years. His area of concentration was civil litigation with emphasis on business, personal injury, medical malpractice, and wrongful death litigation. Overall, he has enjoyed twenty-two (22) years of experience in the practice of law. He also served as Judge Pro Hac Vice in the City Court of Atlanta and as a Special Master for the Superior Court of Fulton County.

PROFESSIONAL CERTIFICATIONS AND AFFILIATIONS

Mr. Dixon is admitted to practice in all state and federal Courts located in the State of Georgia. He is a member of the State Bar of Georgia, the Gate City Bar Association, the American Bar Association, and the Georgia Trial Lawyers Association.

COMMUNITY SERVICE

Mr. Dixon is actively involved in his community. He serves on the boards of numerous civic, church and community organizations. Mr. Dixon has received several awards from the Boy Scouts of America for service to that organization. Mr. Dixon's Church home is the Hoosier Memorial United Methodist Church. He is a member of Kappa Alpha Psi, Fraternity, Inc.

PERSONAL

Mr. Dixon is married to Judge Myra H. Dixon. The couple has two (2) children, Kyra and Pat III.

Pete Oliver

Certification:

- Microsoft Certified Systems Engineer (MCSE)
- MCP+ Internet (IIS, NT4, TCP/IP)
- Microsoft Certified Solution Developer (MCSD) - (Inactive)
- Certified Lotus Notes Specialist (CLS R4 System Administration)
- Novell Master/Enterprise CNE - Infrastructure and Advanced Access (also CNE3 and CNE4)

Employment:

Contract:

CI Squared, Inc. Atlanta, GA (5/97 - Present)
K Turner-Arlington, Inc. Fort Worth, TX (4/98 - 10-98) (On-Site Anderson Consulting - LA)

Full-Time:

Compass Management & Leasing (ERE) Atlanta, GA (2/95 - 5/97) IS Technical Services Manager

- Responsible for managing and supporting seven Systems Administrators and the complete operation of an enterprise Token Ring network with 21 servers and over 300 end users. This also included managing new LAN installations, including WAN connectivity, cabling and hubs along with budgeting and personnel hiring.
- Designed and implemented the following projects:
 - Company-wide Lotus Notes 4.0 rollout and administration (6 servers).
 - Global migration from Novell 3/4x to NT Server for LAN users.
 - SQL Server 6.0 installation, administration and design.
 - Global conversion from MS-Mail to Exchange (including the Outlook client).
 - ISDN Internet e-mail gateway - including router configuration.
 - Created the company's Web page and coordinated the Web site.

Phoenix Systems, Inc., Atlanta, GA (3/93 - 12/94) LAN Administrator/Technician; Visual Basic Developer

- Responsible for all aspects of the management and operation of a 40-user 10BASE2/10BASET network with three servers running Novell Netware 3.12, 4.01 and NT 3.5, including multi-protocol administration and engineering.
- Developed and maintained several Visual Basic applications, one of which eliminated a clerical position within the company. Also developed Phoenix commercial software module using IQ Report Writer and SQL.
- Trained support personnel on new products and designed user manuals for Phoenix and OEM third-party software.

National Network Communications, Inc., Atlanta, GA (4/88 - 1/93) Manager in charge of Communications and Database Administration (7/90-1/93); Database Administrator (1/89-7/90); Account Rep. (4/88-1/89)

- Managed database conversion and extraction projects in a variety of languages including SQL. Developed C++ and Basic programs for in-house routines, including Mainframe to PC data transfer.
- Managed two computer operators, one CS representative and overall workflow.

Education:

University of Georgia 9/83 - 12/87 BA Political Science / Philosophy 3.42 GPA (overall) w/ Honors

Andra Lee McKee

58 Fourth Avenue West • Dallas, Georgia 30157-6360 • Phone: 770-505-4026

E-mail: ramckee@mindspring.com • Pager: 770-798-0365

OBJECTIVE

I am pursuing a software developer position. I have four years experience in programming, with an increased emphasis on Visual Basic and SQL Server in the past year. I am currently attending Active Server Page and HTML classes.

EXPERIENCE

July 2000-May 2001: RaceTrac Petroleum, Smyrna, Georgia

Position involved updating existing applications, as well as building complete applications. I worked directly with the department overseeing the supply and distribution of gasoline. Some of the applications which I oversaw involved profits, mystery shoppers, weighted average margins, runout times. Some of the skill sets I acquired are as follows:

- Gained greater familiarity with Visual Basic, working with both VB5 and VB6, primarily using ADO connections through ODBC for connecting to SQL Server, Access or Oracle databases.
- Used Access and SQL Server to create stored procedures, queries, tables, and views to increase the speed of my applications.
- Worked on Windows95 and WindowsNT platforms.
- Used timer control for creating timer applications.
- Used FarPoint for creating spreadsheets on the VB applications.
- Used Crystal Reports as final output on several applications, creating graphs and charts.
- Became more familiar with phone applications and Visual Voice/Dialogic boards.
- Used Visual Source Safe for application consistency.

April 1987-April 2000: The Stibo Group, Marietta, Georgia

The Stibo Group is a company that has evolved over the past decade. Stibo was originally a typesetting company that specialized in catalog production. It has evolved into a company that provides database solutions for customers seeking printed, CD-ROM, and Internet catalogs.

1997-2000: PROGRAMMER

I was promoted to programmer for the typesetting division. Infomix (not Informix), the programming language I learned, was proprietary; written by Stibo for CCI, Stibo's typesetting equipment (it is similar to C programming). Developed strong skills with Microsoft Word and Microsoft Excel. I also gained familiarity with HTML/XML. Some programs I wrote were: Price Insertion, Indexing: Alphabetical, Numerical, Table of Contents, No-Match, Conversion of CCI files to PC files, and Conversion of PC files to CCI files.

1987-1997: TYPOGRAPHER

I was hired as a typographer. I was a lead typographer for several catalogs. Duties included: creating formats based on customer's layouts; overseeing other typographers, graphics and programming on my accounts; working directly with customers; light programming (which lead to promotion); customer changes; and final output to film or PDF file.

EDUCATION

April 2000-July 2000: Syspro Technologies, Norcross, Georgia

Completed the MCSD track in Visual Basic and SQL Server. Achieved skills with:

- Creating COM dlls as middleware
- Using class modules
- Creating functions and procedures
- Using ADO connections through an OLE DB Provider
- Using Data Environment to access databases
- Writing Transact-SQL queries
- Creating stored procedures
- Creating triggers

Also accrued knowledge of the following concepts:

- Microsoft Transaction Server
- Microsoft Message Queue
- Using ODBC connections
- Creating Data Reports
- SQL Server roles, security
- Creating ActiveX controls
- Creating DHTML applications
- Creating IIS applications

Finished Phase One of a project where I created an application for a waste management company. This application allowed data entry personnel to enter customer, contractual, pick-up, and payment information.

1991: Georgia State University, Atlanta, Georgia
Bachelor of Arts in Philosophy; Minor in English

Athon W. Clemons

PO Box 28394 Atlanta GA 30328

(770) 397-0123

Summary of Qualifications

Extensive experience in telecommunications with a strong focus on sales, customer service, marketing and project management. Additionally, I possess over 7 years in a fast paced, multi-tasked Customer Service/Sales and Marketing environment.

Areas of Expertise

- Proven ability to generate new ideas and solve problems in a well organized manner
- Strong and effective oral and written communication skills
- Seasoned professional, able to work within a team or independently
- Detailed and result oriented decision-maker
- Ability to effectively communicate with customers, peers and all levels of management
- Superior organizational and time management skills

Professional Experience

(CDC) Center for Disease & Control, Atlanta GA

April 1999- Present

Administrative Assistant

- Responsible for scheduling appointments for Doctors and Scientists
- Schedule departmental meetings for company issues and concerns
- Research reports and locate any tobacco issues that are pertinent to OSH (Office of Smoking & Health)
- Responsible for contacting and scheduling outside candidates for interviews

Lucent Technologies, Atlanta GA

April 1998- February 1999

Lead Generation Representative

- Support field representatives marketing Lucent hardware products
- Prioritize projects to exceed monthly goal in a timely manner
- Marketing Y2000 compliance interfacing hardware and software
- Review competitive information pertaining to hardware specification products

MCI Telecommunications, Atlanta GA

June 1995- November 1997

Project Management

- Served as the primary liaison for the Engineering, Manufacturing and Installation departments to ensure the timely completion of service request
- Provided trouble shooting of the day to day operations and escalated issues to ensure a high level of service and efficiency with problem resolutions
- Scheduled resources for various departments to meet quality and productivity standards

GTE Telecommunications, Atlanta GA

August 1994- June 1995

Customer Service Representative

- Analyzed and offered strategic market changes for GTE's Cellular Services
- Provided regional coverage on upgraded cellular roaming and non-roaming products and services
- Assisted customers with billing issues to ensure that they are receiving proposed rates/discounts
- Provided quality customer service retention and revenue growth for sales

Athon W. Clemons
Page (2)

MCI Telecommunications, Atlanta GA
National Error Specialist Analyst

December 1993- August 1995

- Verification and installation of accounts rejected by outside local services
- Examined computerized error reports while correcting information to establish long distance service relations
- Responsible for tracking all trouble tickets to ensure a prompt response in restoring service
- Provided daily support to customers and field personnel regarding incomplete call routing, maintenance troubles for both dedicated and switched products

MCI Telecommunications, Atlanta GA
Sales and Service Representative

March 1992- December 1992

- Developed new clients and prospects through market research, cold calling and telemarketing
- Maintained thorough knowledge and understanding of marketing long distance products and services in order to achieve maximum sales results
- Aggressively marketed MCI's full product line to corporate decision-makers
- Upgraded products and services for existing MCI customers
- Provided potential customers with products and services to satisfy their business needs

Circuit City, Atlanta GA
Sales Manager

August 1988 - March 1992

- Managed employees to ensure all objectives and responsibilities were successfully met
- Ensure sales associates were meeting and exceeding departmental productivity, efficiency and sales goals through coaching and development
- Trained employees on new product enhancements
- Prioritized daily and weekly responsibilities to ensure management goals were met
- Operations including training, sales meetings, budget planning and customer support

Education

North Carolina Central University

Major: Mass Communication

Computer Skills

MS Office	Word
Lotus SmartSuite	Lotus 123, WordPro, and AmiPro
Internet/Intranet	Netscape and Internet Explorer

Thomas Allen

1993 Baker Rd NW
Atlanta, GA 30318
404-794-9988

SUMMARY

To obtain a position with your company or business utilizing my skills, background, experience, and abilities.

WORK HISTORY

6/00-PRESENT

Service Delivery Specialist, Covad Communications

Duties include driving customer orders from start through installation, ensure due dates for loop delivery are received from LEC (local exchange carrier) within specified timeframes, following up on the order & provisioning of lines from LEC for DSL service, opening trouble tickets with LECs and following up on deliverables from various sources, troubleshoot issues to get DSL order back on success path, perform Harris tests when applicable to ensure line compatibility, perform all steps necessary to ensure proper escalation if needed, and enter all required database entries and updates to reflect current status of order activity.

11/99-6/00

Service Operations Specialist IV, Sprint

Duties include being assigned a customer base in the General Business Unit, doing 1st invoice reviews with new customers, answering calls regarding customer billing and account maintenance issues, escalating and managing customer bill discrepancies, and working with internal billing groups on issues of pricing of services such as toll free services, dedicated and switched services, data services such as IP, Frame Relay, ATM, and ISDN, as well as access services such as T1 (TAP, ITAP, & FNTM), DS1, DS3, Access Coordination, and Central Office Connection. Will also be responsible for handling issues that are outside of normal base assignments, as well as root causing issues on a day-to-day basis.

1/99-11/99

Customer Service Representative, GTE Supply

Duties in the call center include order entry, follow-up, processing customer returns, requests for proof of delivery, coordinating distribution special pick requests, answering calls from customers requesting delivery status on orders and troubleshooting customer CPE equipment.

2/91-8/93

Customer Support Specialist, Intecom Communications

Duties included order implementation and entry of provisioning orders for CPE and call center solutions equipment such as PBX, T1, DS1, DS3, CSU/DSU, servers and routers, as well as orders for ISDN, and Frame Relay, all via TCP/IP protocol. Provide research support for billing groups such as T1 and equipment turn-up, trouble ticket reporting, ticket entry and follow-up until resolution, as well as equipment pricing. Also coordinated times with Local Exchange Carrier (LEC) for customer premise cutover of service.

EDUCATION

1989

Secret Security Clearance Granted, U.S. Navy

Matthew Minor
1695 Graves Rd. #403
Norcross, Ga. 30093
(770) 840-9170
E-mail: mminor5@bellsouth.net

JOB OBJECTIVE

To obtain a position with a growing company, Where I can be productive and utilize my skills and abilities of problem solving , planning , and coordinating until tasks are complete.

EXPERIENCE

May 2001 WorldCom Atlanta, GA

Aug 2000 Project Manager/IS Coordinator (Provisioning Dept)

- Perform escalation support for customer inquiries regarding service and order status and insulation.
- Serve as a single point of contact for customers and inter-departmental groups for resolving customer issues related to post-sales implementation and circuit activation.
- Handle designs for telecom network based on Frame Relay Technology and ATM modes with Bipolar line coding and NCI coding
- Ensure customer's expectations are met on all order types and (FOC) Firm Order Commitment is establish to the customer.
- Project management of all installations across all platforms and systems within the WorldCom environment by using Oracle Data Base along with AS400 and some Unix system products.
- Provide customers and sales with any report, spreadsheet or tracking tool as defined by the customer's expectations.
- Monitor with LEC and CLEC and or IXC's tracking and escalating provisioning of Local Service Order Requests and (ASR)

Aug 2000 Nortel Networks/Utilities Group

Oct 1998 Independent Contractor (Order Mgr Dept.)

- Order and track circuits orders to ILECs, Clecs, IxCs and other circuit providers.
- Ordered shipment of merchandise to various customers to ensure the day to day operations of their telecommunication companies.
- Acted as primary project owner and contact for customer to provide status on their accounts.
- Reviewed and processed customers order for telecommunications equipment.
- Provided weekly reports to customer as well as conference calls weekly.
- Performed reviews and mentored team to ensure quality service to our customers

Oct 1998 PEACHTREE MITSUBISHI

May 1996 Secondary Finance Mgr.

- Performed financial means for the sale and leasing of new and used vehicles
- Processed all paperwork for loans and lease turn-in.
- Scheduled weekly meeting and monitored company's goals and customer satisfaction
- Reviewed and processed applications for clients wanting to purchase vehicles.

MAY 1989 UNITED STATES MARINE CORP

APR 1996 Transportation Mgmt Logistic & Purchase Coordinator

- Maitained Military records and purchase order doucuments for export and import shipments of military cargo overseas and in the continental united states.
- Worked Military customs dept and air travel , Handled seaport transportation of military cargo abroad, With travel orders for DOD personnel and their dependants.

- Distribution of Military Purchase Orders to various payoff accounts for the shipment of cargo.
- Created financial budget sheets and monthly ending balance spreadsheet.
- Documented TCMD's , GBL and other freight paperwork for the purpose of rail , land , air and sea shipments. Along with letters of credit documentatation.

EDUCATION (Major) BA Business (Minor) Finance & Accounting

Southeast Missouri State University Cape Girardeau, MO 1985-1989
Soldan High, St Louis, MO 1981-1985

COMPUTER SKILLS

Pursuit of (A+, Network + and Oracle DBA July 2001 - Oct 2001)
Microsoft Office Suite, Access, Power Point , Internet Explorer,
Windows 3.1 , 3.11, 95 , 98 NT, Unix

VINCENT ALEXANDER
302 South Deering Rd. NW, APT. 6312
Atlanta, Ga. 30309
(404) 724-9535
bvalexander@yahoo.com

OBJECTIVE

To secure a position which will provide opportunities for career growth as well as utilize my current skills and experience.

WORK EXPERIENCE

CI2 (Computer Intelligence 2

Provisioning Specialist

**Atlanta, Georgia
08/01 - Present**

- Provided all the Voice and Data lines for the United States Army Reserve in the 88th and 96th RSC
- Talked with CLEC's across the country (Ameritech, Qwest, AT&T, MCI Worldcom) to provide service
- Ordering 1FB, T1's, PRI's, BRI's, DID's, CAT 5 & 3.
- Also, ordered Phones, Phones Systems & Voice Mail Systems
- Coordinate with the sites and vendors to have inside wiring completed

Powertel

Customer Support

**Atlanta, Georgia
4/01 - 6/01**

- Consultant for Comsys Inc.
- Monitored the production of a UNIX database system using HP-UX and Sun
- Maintained multi-line phone systems for ACD inbound calls
- Running Reports using Broadcast Agents Console (BCA)
- Running Bill Cycles using SQL, Unix and BSCS (Business Support and Control Systems)
- Ingest and Digest tape into a tape silo for Backups
- Using UNIX commands to check usage and ensuring file system is under 80%
- Monitored jobs using SysAdmiral

Ameritech

Customer Support

**Chicago, Illinois
11/99 - 11/00**

- Consultant for Manpower
- Consult/interface with customers on Resale and Unbundling service options throughout the Ameritech regions.
- Manage various customer projects using Mortel tracking system
- Resolve customer order issues concerning Rejects, Pending and Canceled orders
- Provision Voice mail services using MIPS as well as Digital Certificates for customers requiring Internet access
- Set-up NPA/NXX codes and troubleshoot issues with TcNet, a web-based applications tool
- Trained Ameritech employee on resolving EDI orders before the contract ended.
- Using Windows NT, SQL Database, Outlook 2000 and proprietary software

AT&T

Customer Support

**Alpharetta, Georgia
6/98 - 10/99**

- Consultant for Teltech Inc.
- Monitored the production of a UNIX database system using HP-UX and Sun
- Managed the day-to-day network operations including daily data back-up and restoration
- Maintained multi-line phone systems for ACD inbound calls
- Utilized Openview system to monitor network
- Tracked all documentation through AT&T proprietary systems.
- Using Windows 95 and NT, UNIX HP-UX and Sun, Openview and proprietary software

BellSouth

Customer Support

**Atlanta, Georgia
11/97 - 5/98**

- Consultant for Ciber
- Monitored the production of a UNIX database system using HP-UX and Sun
- Managed the day-to-day network operations including daily data back-up and restoration
- Maintained multi-line phone systems for ACD inbound calls
- Utilized Openview system to monitor network
- Created and maintained operational procedures
- Using Windows 95 and NT, UNIX HP-UX and Sun, Openview and proprietary software

VINCENT ALEXANDER

CONT'

ALLTEL INFORMATION SERVICES, INC.

Atlanta, Georgia

System Analyst

6/96 - 11/97

- Managed LAN and WAN systems, responsible for troubleshooting network issues
- Installed and upgraded network servers
- Set-up organizational and network security procedures
- Developed network training manual and in-house training courses for new technicians
- Designed various online network programs to shorten network downtime

SECURITY FIRST NETWORK BANK

Atlanta, Georgia

System Analyst

7/95 - 6/96

- Managed software issues on an online/Internet based banking system
- Performed Queries on bank customer's accounts using SQL database
- Performed software training and testing of customized on-line banking software
- Monitored the servers to check status of checking, savings, credit and debit cards
- Maintained the online systems using HTML, HTTP, and HTTPS.

INGALLS MEMORIAL HOSPITAL

Harvey, Illinois

Equipment Technician

12/90 - 7/95

- Maintained Techicon Health Care Terminals and systems
- Serviced all IBM PC's and Laser Printers along with fax machines
- Assisted in the rollover from twisted pairs to installation of a fiber optic network
- Monitored network database including medical laboratory data back-up system

MICHAEL REESE HOSPITAL AND MEDICAL CENTER

Chicago, Illinois

Hardware Maintenance Supervisor

12/89 - 12/90

- Managed a group of five technicians responsible for 24 hour network support
- Installed a fiber-optic backbone network system
- Maintained IBM mainframes and control units in 20 hospital sites

Equipment Technician

5/86 - 12/89

- Provided maintenance on IBM mainframes, printers, copy machines
- Installing network cabling and telephone systems throughout the 20 hospital sites

EDUCATION

SEAL GROUP

Atlanta, Georgia

Certificate in UNIX Fundamentals

3/97

SOUTH SUBURBAN COLLEGE

South Holland, Illinois

Certificate of Novel NetWare Management,

3/94

ILLINOIS TECHNICAL COLLEGE

Chicago, Illinois

Associate Degree in Electro-Mechanical Engineering

1985-1988

SKILLS

UNIX, NOVELL, SQL Database, Proficient in all Windows based software/Microsoft, Lotus, Sun Microsystems, HTML, HTTP, and HTTPS.

Familiar with various telecommunications systems, Vantive a call tracking software

Excellent communication, organizational and leadership skills

OBJECTIVE To obtain a position in the telecommunications market

EXPERIENCE

April, 2001
to August, 2001

Manager, Contractual Assignment, Diversified Executive Systems, Inc., Birmingham, Alabama

Served as a Subject Matter Expert (SME) with BellSouth Telecommunications in Interconnection Operations, Network Services/Customer Services where responsibilities included supporting Local Carrier Service Center (LCSC) personnel and CLEC customer service managers on specific products and services. Was responsible for maintaining documentation on business rules for electronic and manual ordering for CLECs, and methods and procedures for center personnel. Served on Product Teams where decisions were made to implement new products and services. Served on Change Review Board where changes were proposed and implemented for system improvements, for documentation to ensure complete and accurate information, and to correct documentation defects.

March 1999
to December, 2000

Manager, Department of Regulatory Affairs, Computer Intelligence², Incorporated, Atlanta, Georgia

Managed CLEC certification from implementation to completion by applying for authority to provide local exchange service and writing tariffs for fifty (50) states. Participated in PSC pre-hearings and/or regulatory hearings. Was responsible for obtaining and keeping in effect all FCC, state regulatory commission, franchise authority, and other regulatory approvals that may be required in connection with the performance of the company's obligations under any interconnection and reseller agreement and/or any regulatory commission's rules and regulations. Managed three (3) employees whose responsibilities included managing monthly, quarterly and annual reports required by state regulatory and revenue agencies and Secretaries of State in all 50 states.

July 1996
to March 1999

Retired

March 1993
to July 1996

Instructional Designer, Training, BellSouth Telecommunications, Atlanta, Georgia

Responsible for the regional design, development, revision, management, and adaptation of training for both management and non-management employees. Kept abreast of new methods and procedures, tariffs, and policies; updated instructional materials and job aids as required.

January 1991
to February 1993

Instructor/Instructional Designer, Training, BellSouth Telecommunications, Atlanta, Georgia

Responsibilities included instructing courses designed primarily for contact personnel with common interests and similar job responsibilities in advance subjects and skills necessary for specific job tasks. Utilized appropriate training techniques such as Accelerated Learning, Computer Based Training, Group-Paced, Instructor Led.

July 1987
to December 1990

Assistant Staff Manager, Training, BellSouth Telecommunications, Atlanta, Georgia

Responsible for developing and maintaining courses for regional groups of Service Representatives with training needs for Special Services, Sales and Customer Service. Responsibilities included conducting Train-the-Trainer sessions, Field Trials, and Follow-Up Evaluations.

November 1982
to July 1987

Customer Service Specialist, Southern Bell Telephone & Telegraph Company, Chamblee, Georgia

Responsible for handling complex and/or time-consuming billing matters for clients referred from other Customer Service Representatives. Handled multiple tasks and all special projects.

September 1973
to November 1982

Customer Service Representative, Southern Bell Telephone & Telegraph Company, Atlanta, Georgia
Issued service orders for new and existing services including telephone service, Wide Area Telephone Service (WATS/800), data services, air-to-ground service, and mobile service, and handled inquiries regarding billing and long distance calls from telephone contact, written correspondence or person-to-person contact in public office. Collected past due billing for Residence and Business Accounts.

April 1970
to September 1973

Business Office Representative, New York Telephone, Brooklyn, New York
Issued service orders and handled billing and long distance inquiries for Residence and single-lined Business customers from telephone contact, written correspondence or person-to-person contact in public office. Coached newly-trained Service Representatives.

EDUCATION

July 1996
to August, 2000

Georgia Perimeter College (formerly DeKalb College), Decatur, Georgia
Studied continuing education courses for a certificate in Interior Design.

September 1964
to June 1989

Georgia State University, Atlanta, Georgia
Attended on a part-time basis pursuing Bachelor of Business Administration degree in Human Resources Management.

September 1959
to June 1960

Spelman College, Atlanta, Georgia
Studied general freshman courses in pursuit of Bachelor of Science Degree in Mathematics.

PROFESSIONAL AFFILIATES

October 2000
to present

Les Gemmes, Inc., a nationwide Social & Civic Organization

September 1981
to Present

American Business Women's Association
- August 1985 to July 1987 - President, Airport Charter Chapter
- October 1986 - Delegate to National Convention, Kansas City, Missouri
- February 1986 - Woman of the Year, Airport Charter Chapter

VOLUNTEERISM

Cascade United Methodist Church
- Assist office staff
- Communications, publish The Messenger newsletter and other publications
- Recorder, Board of Trustees

Atlanta Board of Education
- Judge, Social Studies Fair
- Judge, Quiz Bowl
- Participant, Committee Review Committee, Salary Incentive Plan

EXHIBIT 5

REPORT DATE 10/23/02

CI2 INCORPORATED

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DIVISION: ALL

BALANCE SHEET

ASSETS

AS OF
08/31/02

CURRENT ASSETS

CASH	\$	3,164,210
TRADE ACCOUNTS RECEIVABLE		1,634,805
UNBILLED RECEIVABLES		148,853
EMPLOYEE RECEIVABLES		13,845
TRAVEL ADVANCES		6,052
INVENTORY		471,587

		5,439,351

FIXED ASSETS

FURNITURE & FIXTURES		27,849
COMPUTERS & SOFTWARE		111,317
LEASEHOLD IMPROVEMENTS		38,920

		178,085

OTHER ASSETS

GOODWILL		2,500
PREPAID EXPENSES		14,937
INVESTMENTS		108,586
DEPOSITS		14,968
NOTES RECEIVABLE		6,239,269

		6,380,259

=====
\$ 11,997,696
=====

LIABILITIES & EQUITY

CURRENT LIABILITIES

TRADE ACCOUNTS PAYABLE	\$	-46,095
ACCRUED PAYROLL		658,081
NOTES PAYABLE		465,800
ACC PAYROLL WITHHOLDINGS		-86,468
ACCRUED PAYROLL TAXES		-1,564
CORPORATE TAXES PAYABLE		0
OTHER PAYABLES		12,567,023

		13,556,778

DIVISION: ALL

BALANCE SHEET

LIABILITIES & EQUITY

AS OF
08/31/02

LONG-TERM LIABILITIES

0

STOCKHOLDER'S EQUITY

TREASURY STOCK 500
PAID IN CAPITAL -24,777
RETAINED EARNINGS -1,534,805

\$ -1,559,082

=====
\$ 11,997,696
=====

DIVISION: ALL

STATEMENT OF INCOME

FOR THE PERIOD ENDING 08/31/02

08/01/02-
08/31/02 YR-TO-DATE

CONTRACT REVENUES

GOVERNMENT REVENUE	\$	2,618,233	\$	16,467,040
		-----		-----
		2,618,233		16,467,040

DIRECT COSTS

DIRECT LABOR		68,259		532,421
DIRECT MATERIAL		1,041,132		11,869,119
DIRECT TRAVEL		22,840		82,639
OTHER DIRECT COSTS		148,023		1,100,360
		-----		-----
		1,280,254		13,584,539

COST OF OPERATIONS

FRINGE EXPENSES		27,937		209,557
GENERAL & ADMINISTRATIVE		218,052		1,897,156
		-----		-----
		245,989		2,106,713
		-----		-----

GROSS PROFIT FROM OPERATIONS		1,091,991		775,787
		-----		-----

OTHER INCOME

MISC. INCOME		388		29,931
		-----		-----
		388		29,931

UNALLOWABLE

INTEREST EXPENSE		0		47,062
OTHER UNALLOWABLE EXPENSE		0		9,592
		-----		-----
		0		56,654
		-----		-----

NET INCOME BEFORE TAXES		1,092,379		749,064
		-----		-----

INCOME TAXES

		-----		-----
		0		0

NET INCOME		1,092,379		749,064
		=====		=====



TERMS, CONDITIONS, RATES AND CHARGES
APPLYING TO THE PROVISION OF
LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF
SOUTH DAKOTA

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PAGE	REVISION
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SYMBOLS

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

- | | |
|---|---|
| C | to signify a changed regulation, rule, condition, or listing |
| D | to signify discontinued material |
| I | to signify rate increase |
| M | to signify that material has been transferred from another place in the Tariff with no change, unless there is another tariff change symbol present |
| N | to signify new material |
| R | to signify rate reduction. |
| T | to signify change in text, but no change in rate, regulation, rule or condition |

TARIFF FORMAT

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

B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised page 14 cancels the 3rd revised page 14.

C. **Paragraph Numbering Sequence** - There are six 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).

D. **Check Pages** - When a Tariff filing is made with the Commission, an updated check page accompanies the Tariff filing. The check page lists the pages contained in the Tariff with a cross-reference to the current revision number. When new pages are added, the check page is changed to reflect the revision.

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

Basic Service Area

An area within which telephone service is furnished customers under a specific schedule of exchange area and without long distance charges. A basic service area may include one or more exchange service areas. The basic service area is always included in the local service area for a given exchange.

Business Line Features

Optional features available for use in conjunction with a customer's local exchange service.

Central Office

The term "Central Office" denotes a switching unit providing telephone service to the customers connected thereto.

Exchange

A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

Flat Rate Service

An Exchange service for which a specified rate is charged, regardless of the amount of local use.

Exchange Area

The entire area within which are located the stations that a customer may call at the rates and charges specified in the Local Exchange Services.

Exchange Services

Lines and services that give Customers access to the telecommunications network.

IntraLATA

A service that originates and terminates within the same LATA.

Local Exchange Carrier

The term "local exchange carrier" means any person that is engaged in the provision of telephone exchange service or exchange access.

Non-Recurring Charges

The one time charge for services or order processing including, but not limited to installation, special fees at time of ordering service.

Service

Any or all Services provided pursuant to this Tariff or other Tariffs of the Company.

Service Charges

Service charges are for services performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.

Telecommunications Service

The offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

SECTION 2 - RULES AND REGULATIONS

2.1 Application of the Tariff

2.1.1 General

This Tariff contains the description, regulations, and rates applicable to IntraLATA telecommunications service offered by CI², Inc. with principal offices located at 200 Galleria Parkway, N.W.; Suite 1200, Atlanta, Georgia 30339. Service is furnished for communications; originating and terminating at points within the State of South Dakota under terms of this Tariff. The Company operates as a reseller and resells the services of LECs and DUCs. The coverage area is the entire State.

2.1.2 Service Areas

CI², Inc. service areas coincide with those served by Qwest Corporation – South Dakota.

2.1.3 Exchange Rate Groups and Exchange Rate Group Classification

Rate groups applicable to Exchange Services and the appropriate classification for each Exchange Rate Group in South Dakota are based on Qwest Corporation – South Dakota, Exchange and Network Services Tariff, Section 5.

2.1.4 Local Calling Areas

The rates specified in this tariff for flat rate services and measured services entitle customers to access all exchange access lines in the customer's county within the same LATA, all exchange access lines bearing the central office designation(s) of the customer's exchange, and all exchange access lines bearing the central office designation(s) of additional exchanges in the basic service area as shown in Qwest Corporation, Exchange and Network Tariff, Section 5. Usage charges specified herein apply for calls in the local calling area.

SECTION 2 - RULES AND REGULATIONS

2.2 Application of Service

A. To obtain service, the Company may require the customer to provide the Company with a signed letter of agency (LOA). Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

B. Refusal

The Company may refuse to furnish or may deny telephone service to any person, firm, or corporation on whose premises is located any telephone facility which shows any evidence of tampering, manipulating, or operation, or use of any device whatsoever, for the purpose of obtaining telephone service without payment of the charges applicable to the service rendered.

C. Cancellations and Deferments

When the Company advises a customer that ordered services are available on the requested due date, and the customer is unable or unwilling to accept service at that time, the facilities will be held available for the customer for a 30 business day grace period. If after 30 business days the customer still has not accepted service, the customer will be contacted and regular monthly billing for the ordered service shall begin if the customer requests that facilities continue to be held for their future use. Otherwise the facilities will be released for other service order activity, and cancellation charges (non-recurring charges that would have applied had the service been installed) shall be applied

D. Use of Service

1. Limitation on Use

Service is furnished to customers for use only by the customer, family, guests, or persons residing with the customer as members of the household; persons leasing or subleasing the residence during the customer's temporary absence from such premises, or by employees or representatives when engaged in business; except as the use is extended to others under the established regulations governing PAL Service, and except as the use of the service may be extended to joint users and shared use service customers under the tariffs governing these services. When the general service to the public is impaired by a customer's use of exchange service, the Company shall have the right to require the customer to contract for and properly man as many additional access lines as are needed to adequately serve the customer's requirements, or to discontinue the service of the customer in question.

SECTION 2 - RULES AND REGULATIONS

2.2.1 Application of Service (Continued)

E. Transfer of Service Between Customers

1. Responsibility For Charges Associated With Telephone Numbers

When a person firm, partnership, corporation, club, or association becomes a customer either through taking over an existing service and the associated telephone number or numbers, or requests service be established by means of a specific previously used telephone number or numbers, all outstanding charges associated with such number or numbers will be made known to the prospective customer. The prospective customer may then choose to:

- Continue the existing service whereby they assume responsibility for all outstanding charges; or
- Reestablish the service whereby they shall pay a nonrecurring charge for the service requested as specified in this Tariff^d

Assignment of the telephone number or numbers to the prospective customer will be conditioned upon receipt of the customer's acceptance of one of the above criteria plus acceptance of classified directory advertising charges for the remainder of present contracts. The above charges will not apply to the new customer if the number is changed or if new service is established with a different telephone number. The transfer of calls from the old to the new number will not be provided in these cases.

	NONRECURRING CHARGE	
	RESIDENCE	BUSINESS
<ul style="list-style-type: none">• Change of responsibility applies for ongoing rates, charges and contractual obligations when a new customer takes over the account except as specified in 4.1.1.B.1. or when a customer regrades from residence to business service and requests a final bill.	\$9.55	\$15.50

Note 1: The option to reestablish service in lieu of paying outstanding charges will not apply where the previous responsible party remains a part of the business or household.

SECTION 2 - RULES AND REGULATIONS

2.3 Payment of Services

2.3.1 Advance Payments and Deposits

1. The Company may, in order to safeguard its interest, require an applicant to make suitable deposit to be held as a guarantee of the payment of charges. If an applicant claims no past service, the Company has no information to dispute this claim, and the Company can establish through readily available credit information that the applicant is a high credit risk, the Company may require a deposit based on the average cost of service for two months or \$130.00, whichever is less, payable in up to three monthly installments. The Company may require a \$25.00 deposit from an applicant with no past service if the Company cannot establish through available credit information any credit risk.
2. In setting a deposit, the Company may consider the toll experience of an applicant to whom toll expenses have been reasonably traced but has not been liable. In this case the Company may move from no deposit or the \$130.00 deposit to a charge that reasonably reflects two month's estimated billing calculated by the method described for the deposit for unsatisfactory credit. The Company shall inform the applicant of the option of receiving toll-restricted service in lieu of paying a deposit.
3. The Company shall pay interest on a deposit at the rate of 7 percent per annum. Interest shall accrue from the day of acceptance of the deposit and shall be available annually upon demand of the customer. The Company shall not be required to pay interest on a deposit for the 90-day period following disconnection of service.
4. In lieu of a deposit, the Company may accept an advance payment or a guarantor or may provide toll-restricted service. If the applicant chooses toll-restricted service and pays his bills for service for 12 consecutive months without having service disconnected for nonpayment and without receiving three or more disconnection notices, the Company shall offer the applicant full service.
5. Qualifying applicants for the Lifeline Assistance Plan may initiate service without paying a deposit if they voluntarily elect to have Toll Restriction on their line. Toll Restriction will be provided at no charge to qualifying Lifeline Assistance customers.

SECTION 2 - RULES AND REGULATIONS

2.3 Payment of Services (Continued)

2.3.2 Payment Plans

A. Installment Billing for Nonrecurring Charges

Nonrecurring charges for service provided or work performed by the Company (including, but not limited to, product specific nonrecurring charges, Installation and Special Construction charges and final bills for service) are normally payable in full upon presentation of the bill. Where both the Company and the customer agree, a nonrecurring charge may be paid in consecutive monthly installments. A finance charge, not to exceed the maximum amount permitted by law, shall apply to all nonrecurring charges billed on monthly installments. Residence customers may have nonrecurring charges billed in installments for three months at no finance charge. For installment billing periods longer than three months, finance charges apply to the period after three months. This option is not available to business customers. The commencement of the finance charge and the date of payment of each consecutive monthly installment shall be determined by the Company's billing schedule. No more than 24 monthly installments will be permitted for any single transaction. If a customer shall fail to pay any of the installments when due, the Company may, at its option, declare the unpaid balance together with finance charges accrued thereon immediately due and payable. Upon such default, the Company may exercise any and all remedies available to it by law including the right to terminate service. The customer shall have the option to prepay the entire unpaid balance at any time before maturity and in so doing will be entitled to an appropriate refund of the finance charges.

2.3.3 Payment of Bills

A. Charges Due

Charges for exchange service and facilities are due in advance. Charges for toll and long distance service are due when the bill for such service is rendered. All bills are payable by any means mutually acceptable to the customer and the Company. Failure to receive a bill does not exempt the customer from prompt payment of his account. The customer is held responsible for all charges for exchange service and facilities furnished at the customer's request and for all toll and long distance service furnished at the customer's station or stations, including charges for toll messages received at the customer's station or stations on which the charges have been reversed.

The Company shall only utilize credit policies and reasonable and equitable methods in its debt collection practices as specified in the Administrative Rules of the South Dakota Public Utilities Commission.

SECTION 2 - RULES AND REGULATIONS

2.3 Payment of Services (Continued)

2.3.3 Payment of Bills (Continued)

B. Late Payment Charge

1. A charge at the rate of 1 1/2% or \$1.00, whichever is greater, applies to all amounts previously billed on customer's bills and remaining unpaid at the time the next bill is prepared.
2. Government accounts, other than Federal or State, where this regulation and state law could conflict, shall be extended an additional 30 days. Amounts unpaid at the end of that 60-day period will be assessed a late payment fee of 3% and 1 1/2% per month thereafter. Where there is no meeting date conflict, the extension does not apply.
3. Collection procedures and the requirement for a deposit are unaffected by the application of a late payment charge.
4. The late payment charge does not apply to final accounts.
5. The late payment charge does not apply to unpaid balances associated with disputed amounts. Undisputed amounts on the same bill are subject to the late payment charge if unpaid and carried forward to the next bill.
6. The late payment charge applies to customers' accounts with an unpaid balance of greater than \$15.00.

C. Returned Payment Charge

A returned payment charge is applicable to the customer's account for each occasion that a check, bank draft, or an electronic funds transfer item is returned to the Company for the reason for insufficient funds or no account.

- Returned Payment Charge

CHARGE
\$10.00

SECTION 2 - RULES AND REGULATIONS

2.3 Payment of Services (Continued)

2.3.4 Adjustment of Charges

A. Interruptions

1. The Company shall make all reasonable efforts to prevent out-of-service conditions. Out-of-service is defined as:
 - The customer has lost the ability to either originate or receive calls from a premises or location such as a residence, place of business or office locations, or
 - A central office line or PBX trunk cannot be used to either originate or receive calls.
2. In the event of an out-of-service condition, which is not due to the negligence or willful act of the customer, a pro rata adjustment will be made of any fixed monthly or annual charges for the service and facilities affected by said out-of-service conditions as follows:
 - When the out-of-service period extends beyond 24 hours, the charges for the service affected will be voluntarily adjusted on a pro rata basis for the duration of the service outage from the time it is reported to or detected by the Company.
 - If, in the judgment of the Company, circumstances prevent a customer from notifying the Company of an outage-of-service, the requirement for notification to or detection by the Company may be waived. If known by the Company, the period adjusted will begin with the time at which the out-of-service occurred. In all other cases, this period will be considered to have begun at the time the customer first became aware of the service outage.
 - When an out-of-service condition, reported to the Company, continues for a period less than 24 hours, adjustments for such outages will be made, if in the opinion of the Company, circumstances so warrant.

B. Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

SECTION 2 - RULES AND REGULATIONS

2.4 Establishing and Furnishing Service

2.4.1 Termination of Service - Company Initiated

A. Reasons For Termination

Following the disconnection of service for any of these reasons, the Company will immediately notify the customer thereof.

1. The Company may disconnect, without advance notice:

- (a) Service which is used in such a manner as to interfere with the service of other telephone users.
- (b) Service used by a customer in connection with a plan or contrivance to secure a large volume of telephone calls to be directed to such customer or the telephone of any designated customer at or about the same time, resulting in preventing, obstructing, or delaying the telephone service of others.
- (c) Service that is used for any purpose other than as a means of communication.

2. Unlawful Purpose

The service is furnished subject to the condition it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of law. If the Company receives other evidence giving reasonable cause to believe that such service is being or will be so used, it will either discontinue or deny the service or refer the matter to the appropriate law enforcement agency.

3. Violation of Regulations

In the event of default of payment of any sum due for either exchange or toll service or both, the use of foul or profane language, the impersonation of any other person with fraudulent intent, listening in on party line conversation, or any other violation of conditions governing the furnishing of service, the Company may either suspend service or terminate the service without suspension.

SECTION 2 - RULES AND REGULATIONS

2.4 Establishing and Furnishing Service (Continued)

2.4.1 Termination of Service - Company Initiated (Continued)

4. Full Toll Denial

- (a) When a customer fails to pay outstanding charges billed by the Company for MTS calls, including MTS provided by the Company and interexchange carriers, but excluding 900-type services, all MTS service (e.g., 0+, 1+ including 900-type services, 0-, 10XXX), may be denied (Full Toll Denial), where Company facilities are capable of providing Full Toll Denial.
- (b) Full Toll Denial includes the denial of third number billed, collect, and calling card calls. If the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges, and the MTS Restoration Charge specified in 2.2.9.B.3., following.

B. Nonrecurring Charge For Restoral Of Service

- 1. For service temporarily suspended, either for nonpayment of charges due or for violation of the regulations of the Company as described in A. preceding, a restoral charge, in addition to charges due for service and facilities, shall apply.

NONRECURRING
CHARGE

- Each restoration of service, per account \$25.00
- 2. Where the service has been completely disconnected, charges are those for a new installation in addition to any charges due for service and facilities.
- 3. Where Full Toll Denial has been applied to a customer's account, and the customer's primary exchange access line service remains connected, MTS will be reestablished only upon the payment of all outstanding MTS charges. The following MTS Restoration Charge will apply:

NONRECURRING
CHARGE

- Per line \$16.00

SECTION 2 - RULES AND REGULATIONS

2.4 Establishing and Furnishing Service (Continued)

2.4.2 Temporary Suspension and Restoral of Service – Customer Initiated (Vacation Service)

A. General

Upon request of the customer, any class of exchange telephone service except service station service may be suspended as provided hereinafter.

1. If a customer's service is completely suspended, no outward nor inward service is furnished during the period of suspension. If specifically requested by the customer, incoming calls will be intercepted by the Company and the calling party will be informed of the telephone number designated by the customer where they may be reached or their calls received.
2. Suspension of service to which season rates apply is not provided within the initial service period.
3. Subscribers to Centrex Service may have their service partially suspended by requesting that certain lines be disconnected for service for temporary periods. Partial suspension is not offered for other services.
4. Service will be restored during normal working hours, except on Sundays and holidays, upon sufficient notice from the customer.
5. After service has been restored, there will be a minimum charge for one month's service at the regular rate before the rate for suspended service will again be applied.

B. Rates And Charges

1. Unless specified elsewhere, the monthly rate for the period of complete suspension is equal to 50 percent of the monthly exchange charge for each item of service and facilities so suspended.

This rate applies only to periods of suspension of one month or more. If the suspended service is restored to normal usage prior to the expiration of one month, the full service rate applies for the period of suspension.

2. For Centrex Service partially suspended, the rate is 50 percent of the regular monthly rates for the part of the service which is suspended.
3. If the computed rate includes a fractional part of a cent, the rate to be charged is obtained by raising or lowering the computed rate to the nearest cent. If the fractional part is one-half of a cent, the next higher cent is to be applied.
4. Upon request to restore service, the following nonrecurring charges will apply:

	NONRECURRING CHARGE
• Residence	\$15.00
• Business	\$25.00

SECTION 2 - RULES AND REGULATIONS

2.4 Establishing and Furnishing Service (Continued)

2.4.3 Special Services

A. Work On Customer's Premises

It is contemplated that all work on customers' premises can be performed during regular working hours. If a customer requests that work be performed during hours which results in overtime or premium rates of pay, a charge may apply in addition to other rates and charges which may be applicable, equal to the amount of overtime or premium time payments. It is also contemplated that all installation, removals, service connections, moves and changes requested by a customer be performed without the Company incurring unusual costs. If a customer requests that work be performed in a special manner or at a special time which results in unusual costs, a charge equal to the amount of unusual costs may apply in addition to other applicable rates and charges.

B. Special Arrangements

The rates and charges quoted in this Tariff contemplate the use of standard arrangements, that is, the arrangement normally used by the Company to provide the type of service involved. For special service arrangements to be provided by this Company, and not specifically covered in this Tariff, charges equivalent to the estimated cost of furnishing such arrangements apply.

Estimated cost consists of an estimate of the following items to the extent that they are applicable:

- Cost of maintenance.
- Cost of operation.
- Depreciation on the estimated installed cost of the special service arrangement, based on the anticipated useful service life of the same with an appropriate allowance for the estimated net salvage.
- Administration, taxes and uncollectible revenue on the basis of reasonable average charges for these items.
- Any other specific items of expense associated with the particular situation.
- A reasonable amount, computed on the estimated installed cost of the special service arrangement, for return and contingencies.

Estimated installed cost includes cost of materials specifically provided or used plus the estimated cost of installing, including engineering, labor, supervision, transportation, rights-of-way, and any other items which are chargeable to the capital accounts.

SECTION 2 - RULES AND REGULATIONS

2.4 Establishing and Furnishing Service (Continued)

2.4.4 Termination of Service

A. Initial Service Periods

1. General

- (a) The initial service period for service and facilities is one month, except as otherwise specified hereinafter.
- (b) Initial service periods for service or facilities of any class will be greater than those specified herein whenever that is required in order for the Company to protect itself from making a hazardous investment because the customer's location or the character of the service required is such that upon termination of the customer's contract the facilities which have been constructed or installed to render the service are not likely to be useful for furnishing service to any other customer.
- (c) Service for which the initial service period is one month may be terminated prior to the expiration of such period only by payment of charges for the entire initial period. The charges for any supplemental item of service or facilities furnished in connection with such service shall, however, be terminated in accordance with the regulations applicable to that item of service or facilities.
- (d) No charge is made for discontinuing any or all of the service or facilities furnished a customer, provided the initial service period for the service or facilities to be discontinued has expired and that any minimum charges for items of service or facilities have been paid in full.

2. Main Line Service

- (a) Except as provided under 1. above, the initial service period for main line service is one month.
- (b) Main line service may be terminated prior to the expiration of the initial service period applicable thereto, subject to termination charges computed as provided under 1. above.
- (c) The service of a customer to main line service who moves to a new address, either in the same or another exchange of Qwest Corporation in the State of South Dakota, is ordinarily discontinued at the old address coincident with the establishment of service at the new address. However, if the customer so requests and if conditions permit, the service at the old address will be continued following the establishment of service at the new address. This arrangement applies only if the customer requests a telephone number change or a telephone number change is required due to a move resulting in a wire center change. In the event the customer retains the same telephone number at the new location as the old location, see Section 4 for Dual Service application. This arrangement shall not be continued beyond 30 days. If such service is furnished, the customer is charged a pro rata amount of the monthly rate applying for service at the old address for the days that service is furnished, which charges are in addition to the charges for service at the new address.

SECTION 2 - RULES AND REGULATIONS

2.5 Liability of the Company

2.5.1 Service Liabilities

A. Limitations

1. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions.
2. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).
3. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

2.5.2 With Respect to Emergency Number 911 Service

- A. The Company will take appropriate measures at all times to provision Emergency Number 911 Service. The Company resells the services of the LEC and relies on the LEC and its interfaces with Emergency Organizations to provide Emergency 911 service. As such, the Company assumes no liability of any kind for any claims, damages or suits for any personal injury, death, loss, or damage caused by mistakes, omissions, interruptions, delays, errors or defects in the provision of service for portions of this service provided by the LEC, DUC, CLEC(s) or other third parties (including emergency organizations) on behalf of the Company.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - RULES AND REGULATIONS

2.5 Liability of the Company (Continued)

2.5.3 Directory Errors or Omissions

The Company issues directories to assist it in furnishing prompt and convenient service, but it does not guarantee correct listings therein. The Company, except as provided herein, shall not be liable for damages arising out of errors in or omissions from its directories. The liability of the Company for damages caused to customers by errors in or omissions from its directories shall be limited to one-half the charges for the service affected for the period between the issuance of the directory in which such error or omission occurred and the publication of a new directory containing the proper listing.

SECTION 2 - RULES AND REGULATIONS

2.6 Dispute Procedures

2.6.1 Inquiries and disputes including billing disputes, will be handled as follows:

- A. The customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending
- B. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.
- C. If the Company finds its actions to be consistent with this Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due.
- D. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the South Dakota Public Utilities Commission, Capitol Building, 1st floor, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 for final determination. The toll-free number is 1-800-332-1782.

2.7 Customer Service

2.7.1 Customer Service Department

- A. The Company maintains a Customer Service Department in Georgia exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number(s) are printed on the Customer's bill. For Customers using automatic withdrawal from the checking or savings account the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.
- B. The Customer Service Department is located at 200 Galleria Parkway, N.W.; Suite 1200, Atlanta, Georgia 30339. The toll free number is (888) 657-3278. Excluding holidays, Customer Service Representatives are available 8:00 AM to 6:00 PM eastern standard time Monday through Friday. After hours, Saturdays, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.
- C. Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (888) 657-3278. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

SECTION 2 - RULES AND REGULATIONS

2.8 Taxes and Surcharges

2.8.1 Federal, State and Local Taxes and Surcharges

- A. In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the taxing jurisdictions rules and regulations.
- B. Applicable interstate Customer Access Line Charges (CALC) or End User Common Line Charges (EULC), authorized by the F.C.C., will apply in addition to the rates and charges specified for local exchange service in this and/or other Tariffs of the Company.
- C. All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in this Tariff.
- D. **Telecommunications Surtax For Communication-Impaired Persons**
A surtax will be collected from local service customers to be remitted to the South Dakota Department of Revenue for the Department of Human Services. The Department of Human Services will establish and administer a program to distribute communication devices to eligible communication-impaired persons and to create and maintain a dual party relay service.
This surtax is applied to each local exchange access line unless exempt from taxation.

- Surtax

MONTHLY
RATE
\$0.15

2.8.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

SECTION 3 – EXCHANGE SERVICES

3.1 Exchange Areas

3.1.1 Exchanges and their Extended Area Service (EAS) Points

General

Extended Area Service entitles the customer to service without other charges to all access lines connected with a designated exchange. EAS refers to such service provided by means of special extended service circuits between two exchanges. Where EAS is provided, the exchanges with which it is provided are shown indented below the principal exchange.

EXCHANGE	RATE GROUP
Aberdeen	E
Cresbard	
Frederick	
Mellette	
Arlington	C
Lake Preston	
Belle Fourche	C
Nisland	
W. Belle Fourche	
Canton-Fairview	C
Worthing	
Cavour	E
Huron	
Iroquois	
Chamberlain	C
Ft. Thompson	
Kimball	
Pukwana	
Reliance	
Colman	C
Flandreau	
Deadwood	E
Lead	
Spearfish	
Whitewood	
W. Spearfish	
DeSmet	C
Lake Preston	
Elk Point	A
Flandreau	C
Colman	
Harrisburg	I
Lennox	
Sioux Falls	
Tea	

SECTION 3 – EXCHANGE SERVICES

3.1 Exchange Areas

3.1.1 Exchanges and their Extended Area Service (EAS) Points (continued)

EXCHANGE	RATE GROUP
Hill City	G
Hermosa	
Keystone	
Rapid City	
Huron	E
Cavour	
Hitchcock	
Iroquois	
Wolsey	
Lake Preston	C
Arlington (includes towns of Badger and Hetland)	
DeSmet	
Lead	E
Deadwood	
Spearfish	
Whitewood	
W. Spearfish	
McIntosh	D
Lemmon	
Morristown	
Madison	E
Chester	
Nunda	
Oldham-Ramona	
Wentworth	
Winfred	
Milbank	C
Revilla	
Stockholm	
Summit	
Wilmot	
Miller	C
Mitchell	E
Morristown	D
Lemmon	
McIntosh	
Pierre-Ft. Pierre	E
Hayes	
Rapid City	G
Hermosa	
Hill City	
Keystone	

SECTION 3 – EXCHANGE SERVICES

3.1 Exchange Areas (Continued)

3.1.1 Exchanges and their Extended Area Service (EAS) Points (Continued)

EXCHANGE	RATE GROUP
Redfield	C
Doland	
Tulare	
Spearfish	E
Deadwood	
Lead	
Whitewood	
W. Spearfish	
Sturgis	C
Tea	I
Harrisburg	
Lennox	
Sioux Falls	
Timber Lake	B
Vermillion	C
Volga-Bruce	C
Brookings Municipal	
Brookings Rural	
Sinai	
Watertown	E
Castlewood	
Florence	
Hayti	
Lake Norden	
South Shore	
Willow Lake	
Whitewood	E
Deadwood	
Lead	
Spearfish	
W. Spearfish	
Yankton	E
Irene (includes community of Mayfield)	
Lesterville	
Tabor	
Wakonda (includes towns of Gayville and Volin)	

SECTION 3 – EXCHANGE SERVICES

3.1 Exchange Areas (Continued)

3.1.2 Exchange Area Rate Groups

1. Local exchange service areas are established under a state-wide grouping plan generally recognizing both value and cost of service and based upon the number of terminals available, within toll charge. Within a local calling service area. Local exchange service rates are applied uniformly throughout the state by size of exchange and scope of service available to customers.

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

2. Exchange rates for each exchange are established by rate groups, as determined by Qwest Corporation, Exchange and Network Services Tariff, Section 5.1.2.

RATE

GROUP

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

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service

3.2.1 Local Exchange Service

A. General

1. The provision of local exchange service at the rates, charges, terms and conditions shown is subject to the provision of other sections of this Tariff.
2. The rates and charges as quoted herein for local exchange service entitle the customer to local calls, without toll charges, to all local exchange access line connected to a CO of the exchange, or to all exchange access lines served by CO's of the extended local service area where comprised of more than one exchange.

B. Nonrecurring Charges

Nonrecurring charges are associated with a given service or item of equipment which apply on a per-service and or per item basis each time the service or item or equipment is provided.

1. No nonrecurring charge applies:

- To change of grade, class or type of service as a result of held regrades;
- To change a customer's mailing address;
- To move a drop for maintenance reasons.

2. Nonrecurring Change Charge

	NONRECURRING CHARGE	
	RESIDENCE	BUSINESS
<ul style="list-style-type: none"> • Change of telephone number initiated by the customer or due to regrading from business to residence service, each 	\$9.55	\$10.00
<ul style="list-style-type: none"> • Change of any class of local service to any other class of local service, i.e., residence service to business service or business service to residence service 	9.55	10.00

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.2 Flat Rate Service

A. Description

Flat Rate Service is an exchange service for which a specified rate is charged regardless of the amount of usage.

B. Rates and Charges

Nonrecurring charges apply for connecting or moving telephone service.

1. Residence Flat Rate Service

- One party line

NONRECURRING CHARGES	MONTHLY RATE PER RATE GROUP				
	A	C	E	G	I
\$25.00	\$15.05	\$15.75	\$16.55	\$17.75	\$18.25

	MONTHLY RATE PER RATE GROUP	
	B	D
One-party line		
-BRA	\$12.00	\$12.70
-OBRA	\$15.00	\$15.70

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.2 Flat Rate Service (Continued)

B. Rates and Charges (Continued)

1. Business Flat Rate Service

- One party line

NONRECURRING
 CHARGES

MONTHLY RATE PER RATE GROUP

	A	C	E	G	I
\$47.00	\$27.25	\$29.65	\$32.45	\$36.60	\$38.40

MONTHLY RATE
 PER RATE GROUP

	B	D
• One-party line		
- BRA		
- OBRA	\$23.60	\$26.00
	\$26.60	\$29.00
• Incoming line		
- BRA	\$21.25	\$23.55
- OBRA	\$23.80	\$25.80

SECTION 3 - EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.3 Measured Service (Residence Only)

A. Description

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

B. Terms and Condition

1. One-party residence customers in exchanges with the necessary measuring capabilities will have an option of maintaining or subscribing to Measured Service.
2. Nonrecurring charges do not apply to residence customers converting from flat rate to measured service, measured service to flat rate service, or between local measured service offerings.
3. Local usage charges will not apply to calls placed on the Measured Service line to Business Office, Repair Service, Directory Assistance, or to 911 or "0 for Emergency Agencies, such as Police, Fire, Rescue, or Ambulance.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.3 Measured Service (Residence Only) (Continued)

C. Rates and Charges

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

	NON-RECURRING CHARGE	MONTHLY RATE
(a) Rate Groups A, C, E, G, and I		
▪ Each line	\$25.00	\$11.05
(b) Rate Groups B and D		
▪ Each line		
- BRA	\$25.00	\$8.00
- OBRA	\$25.00	\$11.00

3. The basic monthly rates for Measured Service include usage allowance as follows:

	USAGE ALLOWANCE
Each line	\$2.50

- (a) The method of applying the usage allowance will be as shown following:
 - The usage allowance is applied only toward sent paid usage charges accumulated above.
 - No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months.
- (b) The following usage charges apply for local calls over the call allowance:

CALL AREA	DEFINITION	INITIAL MINUTE OR FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Interexchange EAS	\$0.05	\$0.010
B	0-22 Miles	\$0.05	\$0.10
C	23-30 Miles	\$0.05	\$0.10
D	31-40 Miles	\$0.05	\$0.10
E	41-55 Miles	\$0.05	\$0.10

Local calls to points within the Measured Service customer's exchange are considered intraexchange calls.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.3 Measured Service (Residence Only) (Continued)

C. Rates and Charges (Continued)

3. (Continued)

- (c) For Measured Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).
- (d) For Local Station-to-Station calls placed which require operator assistance, a service charge will be assessed in addition to usage charges. Rates apply as specified in 6.2.1.
- (e) For Local Person-to-Person calls placed, a service charge will be assessed in addition to usage charges. Rates apply as specified in 3.5.1.C.
- (f) The quotation of "time and charges", duration of messages and the associated charge to be billed the customer, will not be provided on local messages.

(g) Measured Usage Charges

- I. Measured usage charges are applicable to local messages completed on a dial station-to-station basis.
- II. The initial period rate is for a connection of one minute or any fraction thereof.
- III. Measured usage charges accumulate on a monthly basis commencing on the billing date.

(h) Initial and Additional Periods

- I. Initial period usage charges are for a connection of one minute or any fraction thereof.
- II. Additional period usage charges are for each additional minute or any fraction thereof that the connection continues beyond the initial period.
- III. Determining Usage Charges
 - (1) Refer to the usage charge table.
 - (2) If the call is during the discount period as defined in the rate discount and application period table, apply the percent discount.

(IV) Discounts

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

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.3 Measured Service (Residence Only) (Continued)

C. Rates and Charges (Continued)

3. (Continued)

(i) Rates Applicable on Certain Holidays

On Christmas Day, New Year’s Day, Independence Day, Thanksgiving Day and Labor Day, the holiday rate applicable is the Evening rate unless a lower rate would normally apply. 150 percent

(j) Local Discount Time Periods

	MON	TUES	WEDS	THURS	FRI	SAT	SUN
9:00 AM to 9:00 PM	Day Rate Period Full Rate						
9:00 AM to 9:00 PM	Evening, Night and Weekend Rate Period 50% Discount						

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

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.4 Measured Service (Business Only)

A. Description

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

B. Terms and Condition

1. One-party business customers in exchanges with the necessary measuring capabilities will have an option of maintaining or subscribing to Measured Service.
2. Nonrecurring charges will not apply to customers converting from flat rate to measured service, measured service to flat rate service, or between local measured service offerings.
3. Local usage charges will not apply to calls placed on the Measured Service line to Business Office, Repair Service, Directory Assistance, or to 911 or “0 for Emergency Agencies, such as Police, Fire, Rescue, or Ambulance, or to long distance.
4. Combinations of Measured Service and flat rate service will not be allowed on the same premises, with the exception of:
 - (a) A flat rate Foreign Exchange line which is switched at a location whose calling area does not include the calling area of the normal serving exchange for the Measures Service lines.
5. Usage billing will be on a bulk basis.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.4 Measured Service (Business Only) (Continued)

C. Rates and Charges

1. The following rates and charges are applicable to individual line Measured Service.

	NON-RECURRING CHARGE	MONTHLY RATE
(a) Rate Groups A, C, E, G, and I		
▪ Each line	\$47.00	\$28.65
(b) Rate Groups B and D		
▪ Each line		
-BRA	\$47.00	\$25.00
-OBRA	\$47.00	\$28.00

2. The basic monthly rates for Measured Service include usage allowance as follows:

- | | USAGE
ALLOWANCE |
|---|--------------------|
| • Each line | \$5.00 |
| (a) The method of applying the usage allowance will be as shown following: | |
| • The usage allowance is applied only toward sent paid usage charges accumulated above. | |
| • No credit is given for any unused allowance during a billing month, nor is any unused allowance accumulated and/or carried forward over billing months. | |
| (b) The following usage charges apply for local calls over the call allowance: | |

CALL AREA	DEFINITION	INITIAL MINUTE OR FRACTION THEREOF	EACH ADD'L MINUTE OR FRACTION THEREOF
A	Interexchange EAS	\$0.05	\$0.10
B	0-22 Miles	\$0.05	\$0.10
C	23-30 Miles	\$0.05	\$0.10
D	31-40 Miles	\$0.05	\$0.10
E	41-55 Miles	\$0.05	\$0.10

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.4 Measured Service (Business Only) (Continued)

C. Rates and Charges (Continued)

3. (Continued)

- (c) For Measured Service, usage charges exceeding twenty dollars (\$20.00) per line within a monthly billing period will be discounted thirty percent (30%).
- (d) The quotation of “time and charges”, duration of messages, and the associated charge to be billed the customer will not be provided on local messages.
- (e) The timing of local messages as the same as specified for Measured Service-Residence Only.
- (f) Local Station-to-Station calls placed which require operator assistance, a service charge will be assessed in addition to usage charges. These charges and regulations will be the same as specified elsewhere in this Tariff.
- (g) For local Person-to-Person calls placed, a service charge will be assessed in addition to usage charges. Rates apply as specified in 6.2.1.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.4 Measured Service (Business Only) (Continued)

C. Rates and Charges (Continued)

3. (Continued)

(h) Rates Applicable on Certain Holidays

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

(j) Local Discount Time Periods

	MON	TUES	WEDS	THURS	FRI	SAT	SUN
9:00 AM to 9:00 PM	Day Rate Period Full Rate						
9:00 AM to 9:00 PM	Evening, Night and Weekend Rate Period 50% Discount						

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

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.4 Measured Service (Business Only) (Continued)

D. Hearing or Speech Impairment Discount

Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate by a Telecommunications Device for the Deaf (TDD) - sometimes referred to as a teletypewriter or TTY device - will receive, upon written application to the Company, credit on day, evening, and certain night rates intrastate dial station-to-station calls from a certified account premises where a TDD is located. The credit given for these dial station-to-station calls will be a 35% discount of the full day rates for 9 a.m. to, but not including, 9 p.m. weekdays, a 60% discount of the full day rate for 9 p.m. to, but not including, 9 a.m. weekdays and all hours for weekends. For certain holidays as specified below, the 60% discount will apply unless a lower rate as specified earlier in this paragraph would apply. For a customer with more than one line or trunk, written application will be required for each line or trunk.

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

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.5 Hunting Service

A. Description

Hunting Service is an optional arrangement available to customers with two or more individual lines. Where facilities permit, such lines will be arranged so that incoming calls to a busy line will overflow to another line in the hunting arrangement.

1. Description

Circular Hunt

Permits a complete hunt of incoming calls over all the lines in a Multiline Hunt Group (MLHG) regardless of which line in the group is dialed.[1]

Preferential List Hunt

Permits an incoming call to pre-hunt over a subset or preferential list of lines within the same MLHG as the dialed number. If all lines within the preferential list are busy, the hunt continues over the remainder of the lines in the MLHG. Each line within a MLHG may subscribe to a preferential list with a maximum of 18 MLHG lines per preferential list. This service includes Circular Hunt.

B. Rates and Charges

	NONRECURRING CHARGE ²	MONTHLY RATE
1. Circular Hunt, per Hunt group	\$11.00	\$3.00
2. Preferential List Hunt, per line in list except the last line ³		
• Per line	11.00	1.00

Note 1: Multiline Hunt Group (MLGH) is a group of lines usually associated with one directory number. A call completing to the directory number will hunt over the lines in the group until an idle line is found.

Note 2: The nonrecurring charge for any of the offerings is not reapplied when a customer moves within the same central office, and keeps the same hunting services.

Note 3: The nonrecurring charge is reapplied for any change in a Preferential List.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.5 Hunting Service (Continued)

C. Rotary (Line Hunting) Break Arrangement

1. Description

This arrangement permits the control of the rotary or line hunting feature when it is necessary to limit the number of incoming calls.

2. Rates and Charges

The following rates and charges are in addition to applicable rates and charges for the service with which it is associated.

	NONRECURRING CHARGE	MONTHLY RATE
• Relay Circuit	\$11.00	\$2.55
• For altering the break arrangement to change the number of lines available for incoming calls	\$11.00	\$0.00

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.6 PBX Service

A. Flat Rate Trunks

1. Description

A Private Branch Exchange Trunk is a channel designed for the connection of a PBX with the central office. It is a two-way, four-wire Trunk which includes E&M signaling, DID Service and hunting. In-Only analog DID Trunk provisioned for DID Call Transfer includes DID Service, hunting and reverse battery signaling. Certain switch limitations may apply.

2. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE PER RATE GROUP				
		A	C	E	G	I
▪ Two-way trunk, each	\$47.00	\$36.25	\$38.65	\$41.45	\$45.60	\$47.40
▪ Inward trunk, each	47.00	33.90	36.05	38.55	42.30	43.95
▪ Outward trunk, each	47.00	36.25	38.65	41.45	45.60	47.40
▪ Inward trunk used with DID service, each	47.00	33.90	36.05	38.55	42.30	43.95
▪ Two-way, 4wire trunk, each	47.00	77.65	77.65	77.65	77.65	77.65
▪ In-only analog provisioned for DID call transfer with DID, hunting	47.00	77.65	77.65	77.65	77.65	77.65

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.6 PBX Service (Continued)

A. Flat Rate Trunks (Continued)

	MONTHLY RATE PER RATE GROUP	
	B	D
• Two-way trunk, each		
- BRA	\$32.60	\$35.00
- OBRA	35.60	38.00
• Inward trunk, each		
- BRA	30.25	32.40
- OBRA	33.25	35.40
• Inward trunk, used with DID Service, each		
- BRA	30.25	32.40
- OBRA	33.25	35.40
• Outward trunk, each		
- BRA	32.60	35.00
- OBRA	35.60	38.00
• Two-way, 4-wire trunk, each	74.00	74.00
• In-only analog DID trunk for DID Call Transfer, each	74.00	74.00

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.6 PBX Service (Continued)

B. Measured Rate Trunks

1. Trunks for Measured Service are valued at the same rate as Measured Service exchange access lines for Business only.
2. Rates and Charges
 - (a) Each trunk

	NONRECURRING CHARGE	MONTHLY RATE PER RATE GROUP				
		A	C	E	G	I
▪ Two-way trunk, each	\$47.00	\$28.65	\$28.65	\$28.65	\$28.65	\$28.65
▪ Inward trunk, each	47.00	\$28.65	\$28.65	\$28.65	\$28.65	\$28.65
▪ Outward trunk, each	47.00	\$28.65	\$28.65	\$28.65	\$28.65	\$28.65
▪ Inward trunk used with DID service, each	47.00	\$28.65	\$28.65	\$28.65	\$28.65	\$28.65

	NONRECURRING CHARGE	MONTHLY RATE PER RATE GROUP	
		B	D
• One-party line			
-BRA	\$47.00	\$25.00	\$25.00
-OBRA	\$47.00	\$28.00	\$28.00

(b) The basic monthly rate includes usage allowance as follows:

- | | |
|--------------|--------------------|
| | USAGE
ALLOWANCE |
| • Each trunk | \$5.00 |

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

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

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.7 Direct-Inward-Dialing (DID) Service

A. Description

Direct-Inward Dialing (DID) service is a special trunking arrangement which permits incoming calls from the exchange network to reach a specific PBX station directly without an attendant's assistance.

B. Terms and Conditions

1. DID Service may be provided in addition to regular Foreign Central Office or Foreign Exchange trunk rates and charges in the Aberdeen, Rapid City and Sioux Falls exchanges where CO facilities are available and where the customer-provided switching equipment (PBX) capabilities permit.
2. One primary directory listing will be provided for each PBX system. An additional listing of each DID number may be provided subject to the terms and conditions, rates and charges specified in 3.2 Listing Services.
3. DID Service must be provided on all lines in a trunk group arranged for DID Service. Each trunk group shall be considered a separate service.
4. Sequential numbers may be assigned if blocks of numbers are available and at the discretion of the company.
 - (a) A DID sequential number block is a group of 20 telephone numbers in numeric order. The last digit of the first number within the block is a zero (0), and the last number within the number block must include an odd number in the sixth digit and a 9 in the last digit.
 - (b) Customers requesting that numbers in a sequential number block be removed from the block will be charged a block Comprise Charge as specified in C., following.
5. The customer may reserve additional DID number for future use at the rates and charges stated in C., following.
6. The customer is responsible for providing interception of calls to vacant and nonworking assigned DID numbers by either an attendant intercept, or recorded announcement service.
7. DID Service is only offered with switching vehicles served by trunk service.
8. DID Service is subject to the terms, conditions, rates and charges applicable to other exchange services and is in addition to the basic rates and charges for the service with which it is associated.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.7 Direct-Inward-Dialing (DID) Service (Continued)

C. Rates and Charges

1. DID Service

	NONRECURRING CHARGE	MONTHLY RATE
• In-only DID trunk termination (Rotary Dial Output Signal from CO), each ¹	\$50.00	\$35.00
• In-only DID trunk termination (DTMF Output Signal from CO), each ^{1,2}	50.00	35.00
• Two-way Digital DID trunk termination with Answer Supervision (Rotary Dial Output Signal from CO), each ^{1,2,3}	50.00	35.00
• Two-way, Four-Wire analog DID trunk circuit termination, each ⁴	50.00	35.00
• Each In-Only Analog trunk circuit termination provisioned for DID Call Transfer ⁵	50.00	35.00

Note 1: Does not require Touch-Tone Service on the Exchange DID PBX trunk

Note 2: In addition, a PBX or DSS trunk is required.

Note 3: Only available with Digital Switched Service (DSS) trunks.

Note 4: In addition, a Two-way, Four-wire trunk is required.

Note 5: In addition, an In-Only Analog DID for Call Transfer trunk is required. Certain limitations may apply.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.7 Direct-Inward-Dialing (DID) Service (Continued)

C. Rates and Charges (Continued)

	NONRECURRING CHARGE	MONTHLY RATE
2. DID Telephone Numbers		
• Non-sequential telephone number, each	\$1.00	\$.15
• DID block of 20 sequential numbers, each	20.00	3.00
• Block Compromise Charge		
- Removal of a telephone number from a sequential number group, (other than temporary removal) per sequential number block	450.00	0.00
- Temporary removal of a telephone number from a sequential number group, (for temporary transfer of calls only) per sequential number block	50.00	0.00
• Reserving Telephone numbers		
- Nonsequential number, per number ¹	0.00	0.15
- Sequential number block, per block ¹	0.00	3.00
3. Rates and charges will not apply when the customer requests a sequential number block. Only one custom number charge will be applied per sequential number block.		

Note 1: Rates apply only if the customer does not currently subscribe to DID Service.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.7 Direct-Inward-Dialing (DID) Service (Continued)

C. Rates and Charges (Continued)

4. Change Charges

The following nonrecurring charges are applied to rerouting of telephone numbers to another trunk or trunk group or when changing the number of digits outpulsed to the PBX or to change DTMF signaling to DP or vice versa.

	NONRECURRING CHARGE
• Rerouting of telephone numbers, per number	Note 1
• Changing number of digits outpulsed, per change	\$50.00
• Changing signaling, per change	50.00

5. DID Call Transfer

(a) Description

DID Call Transfer allows the user of a specially provisioned, in-only or 2-way trunk with DID to transfer a any incoming call to another line or trunk outside of the system and then leave the connection without disconnecting the call.

(b) Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
• Did call transfer, each 2-way trunk equipped, or specially provisioned in-only analog DID trunk equipped	\$11.00	\$13.00

SECTION 3 – EXCHANGE SERVICES

3.3 Basic Local Exchange Service (Continued)

3.2.8 Telephone Assistance Programs

A. Lifeline Assistance

1. Description

The Lifeline Assistance Plan (Lifeline) assists qualified low-income applicants with reductions in their monthly local exchange service rate. The assistance applies for a single telephone line at the applicant's principal place of residence. Residents living on reservations can also qualify for the Federal portion of the Lifeline program based on terms and conditions for Tribal Lifeline.

2. Eligibility Requirements

(a) To be eligible for assistance, an applicant must participate in one of the following:

- Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal public housing assistance
- Low-Income Home Energy Assistance Program (LHEAP)

3. Terms and Conditions

(a) An applicant may request telephone assistance through completion of a form provided by the Company.

(b) The Lifeline credit will apply to the following Local Exchange Service:

- Residence One-Party Flat Rate Service
- Residence One-Party Local Measured Service
- Residence Multiparty Flat Rate Service
- Hourly Usage Package Service

(c) The Lifeline Assistance Plan credit will begin with the first billing date after the Company is notified by applicants who qualify for benefits or when new service is established by a qualifying customer.

(d) Nonrecurring charges will not apply to establish this program on existing service.

(e) This credit shall apply only to a customer's principal residence line.

4. Credit

- Lifeline Assistance Plan Credit

MONTHLY
CREDIT¹
7.75

Note 1: The total monthly credit consists of the \$6.00 baseline FCC Lifeline support and an additional \$1.75 FCC Lifeline support. See Tribal Lifeline for expanded federal lifeline benefits available to residents living on reservations.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.8 Telephone Assistance Programs (Continued)

B. Tribal Lifeline

1. Description

Tribal Lifeline provides additional lifeline support of up to \$25.00, in addition to the baseline Federal Lifeline support of \$7.75 for qualifying low-income individuals living on reservations as defined by the Bureau of Indian Affairs (BIA) regulations.

2. Terms and Conditions

- (a) Residents living on reservations are eligible for the Tribal Lifeline benefit if they participate in one or more of the following programs:
- Medicaid (e.g. Title XIX/Medical, state supplemental assistance),
 - Food Stamps,
 - Supplemental Security Income (SSI),
 - Federal public housing assistance,
 - Low-Income Home Energy Assistance Program (LHEAP),
 - Bureau of Indian Affairs general assistance program,
 - Tribally administered Temporary Assistance for Needy Families block grant program,
 - Head Start programs (only for those meeting its income-qualifying standard),
 - National School Lunch Program's free lunch program.
- (b) The Company must obtain the customers signature on a document in which the eligible customer certifies, under penalty of perjury, that such customer receives benefits from at least one of the programs above, and lives on a reservation. In addition to identifying the program or programs from which that customer receives benefits, the customer must also agree to notify the Company if that customer ceases to participate in the qualifying program or programs.
- (c) Tribal Lifeline benefits apply to the primary flat local residential access line, outside the base rate area and touch-tone service charges , mileage charges, zone charges, or other non-discretionary charges associated with basic residential service. The benefit may not bring the basic local residential access line rate below \$1.00 per month.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.8 Telephone Assistance Programs (Continued)

B. Tribal Lifeline (Continued)

3. Monthly Credit¹

	CREDIT AMOUNT ²
• Flat individual line (1FR)	
- Chamberlain	\$13.00
- Flandreau	13.00
- Pierre	13.80
- Sturgis	13.00
- Morrystown/McIntosh	
- Base Rate Area	11.45
- Outside Base Rate Area	14.45
- Timber Lake	
- Base Rate Area	10.75
- Outside Base Rate Area	13.75

Note 1: The ASGFX credit of \$7.75 applies in addition to the Tribal Lifeline credit.

SECTION 3 – EXCHANGE SERVICES

3.2 Basic Local Exchange Service (Continued)

3.2.8 Telephone Assistance Programs (Continued)

C. Link-Up

1. South Dakota residents who are participating in one of the eligible programs listed below may also qualify for the FCC's Link Up Program. A 50% discount (USOC LNK) up to \$30.00 will be applied to access line nonrecurring charges to connect service at a new address. This discount applies only on a single line at the principal place of residence for the applicant.
2. The consumer shall receive the benefit of the Link Up program for a second or subsequent time only for a principal place of residence with an address different from the residence address at which Link Up assistance was provided previously.

3. Eligibility Requirements

To be eligible for assistance, an applicant must participate in one of the following:

- Medicaid (e.g. Title XIX/Medical, state supplemental assistance)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal public housing assistance
- Low-Income Home Energy Assistance Program (LHEAP)

4. Application for Assistance

An applicant shall request telephone connection assistance through completion of a form provided by the Company.

5. Deferred Payments

An applicant may defer payment of the service connection charges. Payments may be deferred up to 12 months with a payment schedule of equal payments of up to \$200.00 assessed for commencing service. Interest will not be charged on deferred payments.

D. Expanded Link-Up Program

1. Description

Residents living on reservations who qualify for Tribal Lifeline, are eligible for an additional Expanded Link-Up benefit of up to \$70.00, in addition to the Link-Up Program. Therefore Link-Up benefits could total up to \$100.00. The additional benefit will apply towards 100% of the connection charges between \$60.00 and \$130.00 which are assessed to begin service at the principle residence of the eligible resident. Eligible charges include any charges customarily assessed to connect the subscriber to the network, including line extension charges, zone connection charges and special construction charges.

2. Nonrecurring Charge Credit

- Expanded Link-Up

CREDIT
USOC
LNKEL

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services

3.3.1 Custom Calling Services

A. Description

Custom Calling Services furnish the following dial service features to the customer, where facilities permit.

1. Call Curfew

Allows the customer the ability to block incoming and outgoing calls. The feature can be turned on and off manually or automatically by pre-set schedules which have been defined by the customer. When the feature is activated, incoming calls will be blocked and calling party will hear an announcement that the customer is unavailable. For outgoing calls, the customer will hear a fast busy and the call will not be completed. When the feature is not activated, normal call processing will occur.

2. Call Forwarding - Variable

Permits the automatic redirection of incoming calls to any alternate telephone number furnished. The alternative telephone number is selected by the customer each time this feature is activated.

3. Call Forwarding - Busy Line (Expanded)

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy.

4. Call Forwarding - Busy Line (External)

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy.

5. Call Forwarding - Busy Line (Overflow)

Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy.

6. Call Forwarding - Busy Line (Programmable)

Allows a customer to have incoming calls forwarded to another number when the called number is busy. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

7. Call Forwarding - Don't Answer

Allows a customer to have an incoming call forwarded to another number within the same central office switch if the customer does not answer after a preset number of ringing cycles.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

A. Description (Continued)

8. Call Forwarding - Don't Answer (Expanded)

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the customer does not answer after a preset number of ringing cycles.

9. Call Forwarding - Don't Answer (Programmable)

Allows a customer to have incoming calls forwarded to another number if the customer does not answer after a preset number of ringing cycles. The customer can activate and deactivate the forwarding feature by dialing a code as well as establish or change the number to which calls will be forwarded.

10. Call Forwarding - Busy Line/Don't Answer (Expanded)

Allows a customer to have incoming calls forwarded to another predetermined number in a different central office switch if the called number is busy or if the customer does not answer after a preset number of ringing cycles.

11. Call Forwarding - Busy Line (External)/Don't Answer

Allows a customer to have incoming calls forwarded to another predetermined number outside the customer's system but within the same central office switch if the called number is busy or to any number within the same central office switch if the customer does not answer after a preset number of rings (where available).

12. Call Forwarding - Busy Line (Overflow)/Don't Answer

Allows a customer to have incoming calls forwarded to another predetermined number within the same central office switch if the called number is busy or if the customer does not answer after a preset number of rings.

13. Call Rejection

Enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party. A customer may also reject future calls from the most recent call received by dialing a code after completing the call.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

A. Description (Continued)

14. Call Trace

Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only. After receiving the call which is to be traced, the customer dials a code and the traced telephone number is automatically sent to the Company for future action. The customer originating the trace will not receive the traced telephone number. The results of the trace will be furnished only to legally constituted law enforcement agencies or authorities upon proper request by them. The Company is not liable for damages if, for any reason, the Call Trace attempt is not successful.

15. Call Transfer

Enables a customer to transfer an incoming call to a third party or add a third party to an existing call, forming a three party connection, and then to leave the connection without disconnecting the call.

16. Call Waiting

Provides for signaling a customer who is talking on his line that another call has been placed to his line. He may, by switchhook operation, hold the first call, answer the second, return to the first or converse alternately with both. Where Central Office facilities are available, Call Waiting Deactivation will be provided without additional charge. This feature gives Call Waiting customers the ability to control when Call Waiting functions on their line. A customer with Call Waiting may also receive name and/or number information on a call that is waiting (USOC: N2W). (The customer must have the appropriate CPE.)

A customer who subscribes to Call Waiting may enhance their service to separately identify local and long distance calls. Different tones will distinguish the two types of calls, whether at the initial ring cycle or in the call waiting mode. There is no additional charge for this Long Distance Alert feature enhancement, nor will the Company charge to add this feature.

A customer who subscribes to Call Waiting may also enhance their service by adding Talking Call Waiting to their line. Talking Call Waiting is an enhancement that provides an audible announcement of the incoming caller's name. The audible announcement consists of the regular Call Waiting tone followed immediately by the calling party's name.

17. CALLER ID WITH PRIVACY +

Includes the Caller Identification - Name and Number functionality and, in addition, provides the customer with the ability to screen private and unidentified calls that are placed to their number.

Callers placing a call from a private or blocked telephone number to a *CALLER ID WITH PRIVACY +* customer will hear a series of prompts asking them to unblock their line or record their name for delivery to the called party. Callers placing a call from an unidentified number will be asked to record their name for identification purposes and to hold the line.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

17A. Description (Continued)

When the calling party records their name, the service will call the *CALLER ID WITH PRIVACY +* customer and the Caller ID unit will display “*PRIVACY +*” which identifies that the call is from the *CALLER ID WITH PRIVACY +* service. The customer will also hear a distinctive ring unless they subscribe to Custom Ringing. If the customer answers the call from the *CALLER ID WITH PRIVACY +* service, they will hear the recorded name and may then choose between three options for handling the incoming call. They may accept the original call, they may choose not to accept the original call, or, if they subscribe to Voice Messaging, they can direct the original call to their mailbox.

18. Caller Identification - Name And Number

Allows for the automatic delivery of a calling party's name and telephone number which gives the called customer an opportunity to decide whether to answer the call immediately or not. The name and number are displayed on customer provided equipment. The name displayed shall be the name associated with the calling telephone number as shown on the Company's records. The Company, in its discretion, may abbreviate or limit that name for display purposes. The Company does not assure name accuracy, and it shall not be liable to any party for errors, omissions or mistakes. The Company's sole and only obligation shall be to reasonably correct errors in names when notified in writing of such errors.

Caller Identification Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence subscribers of Caller Identification and to business subscribers where technically feasible.

19. Caller Identification - Number

Allows for the automatic delivery of a calling party's telephone number (including nonpublished and nonlisted telephone numbers) to the called customer, which gives the called customer an opportunity to decide whether to answer the call immediately or not. The number is displayed on customer provided equipment.

Caller Identification Customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence subscribers of Caller Identification and to business subscribers where technically feasible.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

A. Description (Continued)

20. Continuous Redial

Allows a customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available. This service is available on a usage or subscription basis.

21. Customer Changeable Speed Calling

Permits a customer to place calls to a preselected telephone number by dialing fewer digits than the complete telephone number. The customer may preselect a repertory list of maximum 8 or 30 telephone numbers. The customer may change the information content of his repertory list by dialing a special code followed by the new telephone number to be placed in the list.

22. Dial Call Waiting

Allows a customer with a line equipped with the feature to direct a Call Waiting tone or a Distinctive Alert signal to a line equipped with Distinctive Alert. The feature is activated by dialing a preset access code and the telephone number of the line to which the signal is directed.

23. Directed Call Pick Up

Allows a customer to answer a call, during the ringing cycle, that is directed to another line by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

24. Directed Call Pick Up With Barge-In

Allows a customer to answer a call directed to another line which has been answered or is ringing by dialing a preset access code and the telephone number of the line to be answered. Both the originating line and the line to be answered must be equipped with the feature.

25. Distinctive Alert

Allows a customer to receive an audible Call Waiting tone or Distinctive Ringing signal from a line equipped with Dial Call Waiting. If the called line is idle, a Distinctive Ringing signal will be heard. If the called line is busy, the called line receives a Call Waiting tone.

26. Do Not Disturb

Allows a customer to prevent the ringing of their telephone. When the feature is activated, callers hear a customer selected greeting indicating that the customer is not available. If the customer has messaging service the caller may stay on the line and leave a message.

27. Easy Access

Allows a customer to place a call to a predetermined telephone number by dialing an abbreviated two-digit code. The dialing code is *98.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

A. Description (Continued)

28. Hot Line Service

Allows a customer to establish a switched connection to a predetermined number when the customer's telephone goes off-hook. No dialing is required and the call is processed automatically to the predetermined telephone number.

30. Last Call Return

Allows a customer to dial a code that will cause the feature to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available. This service is available on a usage or subscription basis.

Last Call Return customers who do not wish to receive blocked calls can activate Anonymous Call Rejection (USOC: AYK) by pressing *77 (1177 on rotary phones). The code to deactivate is *87 (1187 on rotary phones). While the feature is activated, incoming blocked calls are routed to an announcement in the central office. Anonymous Call Rejection is automatically available to residence customers of Last Call Return and to business customers where technically feasible; and to monthly (subscription) customers only.

31. Priority Call

Allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at his/her location when calls are received from callers' telephone numbers on that list.

32. NO SOLICITATION

Allows a customer to deter sales and telemarketing calls received by the customer. This is accomplished via a recorded message which informs the caller that the customer does not accept telephone solicitations, and asks solicitors to hang up and to place the called party on the solicitors "do-not-call" list. No Solicitation automatically screens calls between the hours of 8:00 A.M. until 9:00 P.M. daily (may be disabled by the customer at any time if desired). A caller may press one, or stay on the line to complete the call connection.

33. Remote Access Forwarding (Call Following)

A function which allows all incoming calls to be forwarded to another telephone number. It allows the customer to remotely change the termination of their incoming calls. From any tone signaling telephone, the customer can activate, deactivate, or change the destination number. This service is marketed to residential customers under the name Call Following.

34. Selective Call Forwarding

Allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

35. Three-Way Calling

Permits adding a third party to an existing call. This service is available on a usage or subscription basis.

.SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

B. Terms and Conditions

1. Custom Calling Services are available only to those customers who are served from a central office equipped to provide Custom Calling Services.
2. If available, Custom Calling Services can be furnished to individual line business and residence customers only.
3. Last Call Return, Continuous Redial and Three-Way Calling are available on a subscription or usage basis. The usage basis pricing options will be available where facilities permit. For any month, the total usage billing will not exceed \$7.60 for each service, per line. Customers may request the removal of these services at any time, at no charge.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

C. The following rates and charges apply in addition to all other rates and charges applicable to the associated individual line service. If more than one Custom Calling feature of those listed below is installed on the same line on the same day, only one nonrecurring charge will apply. If the nonrecurring charges are different, the highest charge applies.

The nonrecurring charge will apply to change the predetermined number associated with Easy Access. The nonrecurring charge will not apply to add Easy Access to a line equipped with *CUSTOMCHOICE*.

The nonrecurring charge will not apply to discontinue all Custom Calling features, or to change from Caller Identification to *CALLER ID WITH PRIVACY* +.

BUSINESS	NONRECURRING CHARGE	MONTHLY RATE
Per individual line equipped with:		
• Call Forwarding		
- Variable	\$11.00	\$5.00
- Busy Line (Expanded)	11.00	3.00
- Busy Line (External)	11.00	3.00
- Busy Line (Overflow)	11.00	3.00
- Busy Line (Programmable)	11.00	8.95
- Don't Answer	11.00	4.00
- Don't Answer	11.00	4.00
- Don't Answer (Programmable)	11.00	4.50
- Busy Line/Don't Answer (Expanded)	11.00	5.50
- Busy Line (Externally)/Don't Answer	11.00	5.50
- Busy Line (Overflow)/Don't Answer	11.00	10.45
• Call Manager Connection	11.00	19.95
- with Call Waiting	11.00	19.95
- with Call Waiting ID	11.00	19.95
• Call Rejection	11.00	4.50
• Call Transfer	11.00	6.00
• Call Waiting	11.00	5.50
• Caller ID WITH PRIVACY	11.00	10.95
• Caller Identification – Name and Number	11.00	7.95

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

• Caller Identification - Number	11.00	7.50
• Continuous Redial	11.00	3.50
• Customer Changeable Speed Calling		
- Capacity of 8 preselected numbers	11.00	4.00
- Capacity of 30 preselected numbers	11.00	9.10
• Dial Call Waiting	11.00	2.15
• Dial Lock	11.00	3.95
• Directed Call Pick Up	11.00	1.00
• Directed Call Pick Up with Barge-In	11.00	1.00
• Distinctive Alert	11.00	1.00
• Do Not Disturb	11.00	3.95
• Easy Access	11.00	0.98
• Hot Line Service	15.00	2.00
• Last Call Return	11.00	4.00
• Priority Call	11.00	3.50
• <i>NO SOLICITATION</i>	11.00	6.95
• Remote Access Forwarding	11.00	7.95
- Discounted[1]	11.00	6.95
• Scheduled Forwarding	11.00	8.95
- Discounted[1]	11.00	7.95
• <i>SECURITY SCREEN</i>	11.00	2.95
• Selective Call Forwarding	11.00	3.50
• Talking Call Waiting[2]	11.00	3.95
• Three-Way Calling	11.00	4.00
• <i>QWEST RECEPTIONIST</i>		
- with Name & Number	11.00	13.45
- with Number only	11.00	13.00
- with <i>CALLER ID WITH PRIVACY</i>	11.00	18.45
• Wireless Extension	11.00	4.95

Note 1: Discounted rate applies when this feature is added as part of Business *CUSTOMCHOICE*.

Note 2: The rate for Talking Call Waiting is in addition to the rate for Call Waiting.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

RESIDENCE	NONRECURRING CHARGE	MONTHLY RATE
Per individual line equipped with:		
• Call Forwarding		
- Variable	\$6.00	\$3.00
- Busy Line (Expanded)	6.00	0.25
- Busy Line (Overflow)	6.00	0.25
- Busy Line (Programmable)	6.00	1.85
- Don't Answer	6.00	0.65
- Don't Answer (Expanded)	6.00	0.65
- Don't Answer (Programmable)	6.00	2.60
- Busy Line/Don't Answer (Expanded)	6.00	0.80
- Busy Line (Overflow)/Don't Answer	6.00	0.80
• Call Rejection	6.00	4.50
• Call Transfer	6.00	6.00
• Call Waiting	6.00	5.50
• Caller ID WITH PRIVACY	6.00	6.95
• Caller Identification – Name and Number	6.00	6.95
• Call Rejection	6.00	4.50
• Call Transfer	6.00	6.00
• Call Waiting	6.00	5.50
• <i>CALLER ID WITH PRIVACY +</i>	6.00	9.95
- Discounted[1]	-	2.95
• Caller Identification-Name and Number	6.00	6.95
• Caller Identification-Number	6.00	6.95
• Continuous Redial	6.00	3.50
• Customer Changeable Speed Calling		
- Capacity of 8 preselected numbers	6.00	2.00
- Capacity of 30 preselected numbers	6.00	3.00

Note 1: Discounted rate applies when this feature is added as part of *CUSTOMCHOICE*.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

Per individual line equipped with:

• Dial Call Waiting	\$6.00	\$2.15
• Dial Lock	\$6.00	\$3.95
• Directed Call Pick Up	6.00	1.00
• Directed Call Pick Up with Barge-In	6.00	1.00
• Distinctive Alert	6.00	1.00
• Do Not Disturb	6.00	3.95
• Easy Access	6.00	0.98
• Hot Line Service	15.00	2.00
• Last Call Return	6.00	3.95
• <i>NO SOLICITATION</i>	6.00	6.95
• Remote Access Forwarding (Call Following)	6.00	5.00
• Scheduled Forwarding	6.00	6.00
• <i>SECURITY SCREEN</i>	6.00	2.95
• Selective Call Forwarding	6.00	3.50
• Talking Call Waiting ¹	6.00	2.95
• Three-Way Calling	6.00	3.50
• <i>QWEST RECEPTIONIST</i>		
- with Name & Number	6.00	12.45
- with Number only	6.00	12.45
- with <i>CALLER ID WITH PRIVACY</i> +	6.00	15.45
• Wireless Extension	6.00	4.95

Note 1: The rate for Talking Call Waiting is in addition to the rate for Call Waiting m Calling Services, per occurrence

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.1 Custom Calling Services (Continued)

	CHARGE
••Call Trace, per activation	
- Business	\$1.55
- Residence	1.55
••Usage Basis Continuous Redial, per activation ¹	
- Business	0.95
- Residence	0.95
••Usage Basis Last Call Return, per activation ¹	
- Business	0.95
- Residence	0.95
••Usage Basis Three-Way Calling, per activation ¹	
- Business	0.95
- Residence	0.95
••Usage Basis <i>I-CALLED</i> , per activation	
- Business	0.95
- Residence	0.95

Note 1: Monthly rate does not apply to customers using the service on a per activation basis.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.2 Touch-Tone Calling Service

A. Description

Touch-Tone calling service provides for the origination of calls by means of instruments equipped for tone type address signaling and special office facilities.

Touch-Tone charges specified in C., following, apply only to exchanges in Rate Groups B and D. See 3.1.2 for a list of exchanges by Rate Group.

B. Terms and Conditions

1. Touch-Tone calling is available in those single central office exchanges in which the central office has been equipped for Touch-Tone calling.
2. In those exchanges served by more than one central office located in the same building or in different building, Touch-Tone calling is available only to those customers served by a central office equipped for Touch-Tone calling. If facilities are available, Touch-Tone calling may be provided those customers served by central offices not equipped for Touch-Tone calling. A change of telephone number is required. Also, additional charges apply if the customer is provided with Touch-Tone calling from a central office other than one which normally serves his location.
3. If available, Touch-Tone calling can be provided with all classes and grades of service. It is not contemplated, however, that Touch-Tone calling would be offered in connection with dial branch exchange and Centrex Systems on which the following types of services are furnished:
 - Dial dictation recording terminals
 - Dial Code Call Systems
 - Foreign Exchange and Foreign Central Office service from central offices not arranged for Touch-Tone calling
 - Dial tie lines connected with dial branch exchange or Centrex Systems not arranged for Touch-Tone calling
4. When a station or branch exchange system is arranged for touch-tone calling, all lines for which such a station or branch exchange system has out-dialing capabilities must be arranged for touch-tone calling.
5. Nonrecurring charges apply for converting stations to touch-tone service.
6. When, at the customer's request, other than as outlined in 3. preceding, a station is changed to touch-tone service subsequent to the initial establishment of touch-tone service, nonrecurring charges apply.
7. Touch-tone rates and charges, as provided in the Rates and Charges following, apply where the customer has the capability to originate calls by means of instruments equipped for tone-type address signaling and where the special central office facilities exist.

SECTION 3 – EXCHANGE SERVICES

3.3 Premium Exchange Services (Continued)

3.3.2 Touch-Tone Calling Service (Continued)

C. Rates and Charges

The following rates and charges for touch-tone calling are in addition to the monthly rates and nonrecurring charges applicable for the services and facilities with which it is associated.

	NONRECURRING CHARGE	MONTHLY RATE
1. Individual Line Service		
• Per flat rate exchange access line equipped		
- Residence, per customer	\$1.10	\$1.50
- Business, per customer	\$2.15	\$2.00
• PAL Service	\$2.15	\$2.00
2. Private or Hotel Branch Exchange Service- Manual or Dial		
• Trunks (except incoming), each	\$2.15	\$2.00
3. Dial Private Branch Exchange Service Equipment Systems		
• Trunks, except incoming, each	\$2.15	\$2.00

SECTION 3 – EXCHANGE SERVICES

3.4 Directory Listings

3.4.1 Non Published Service

A. Description

1. The telephone numbers of non published Service are not listed in the telephone directory or in the information records available to the general public.
2. Non-published information may be released to emergency service providers, to customers who subscribe to Company offerings which require the information to provide service and/or bill their clients, or to telephone customers who are billed for calls placed to or from non-published numbers and to entities which collect for the billed services. Non-published names and /or telephone numbers may also be delivered to customers on a call-by-call basis.

B. Rate Application

1. Non-Published Service

	NONRECURRING CHARGE	MONTHLY RATE
(a) Business	\$15.00	\$3.00
(b) Residence	8.00	3.00

SECTION 3 – EXCHANGE SERVICES

3.4 Listing Services (Continued)

3.4.2 Non listed Service

A. Description

1. At the request of the customer, any one or all of the customer's Primary Listings, Additional Listings or other listings associated with the same or different CO line or trunk normally published in the information records available to the general public.

B. Rate Application

1. Non-listed service

	NONRECURRING CHARGE	MONTHLY RATE
(a) Business	\$10.00	\$2.00
(b) Residence	8.00	2.00

SECTION 3 – EXCHANGE SERVICES

3.4 Listing Services (Continued)

3.4.3 Additional Listing

A. General

1. Additional listings are those listings furnished in addition to the primary listing. There are six kinds of additional listings: regular, alternate, foreign, temporary, informational, and cross reference.
 - (a) Business Additional Listings may be the name of the customer, the names of members of the firm, names of officers of corporation, club, association, partnership or business which further identifies the business.
 - (b) Residence additional listings may be the name of the customer, the names of members of the family, and others residing in the household.
 - (b) Alternate listings refer a directory user to another telephone number during certain periods of time or when a called telephone is not answered.
 - (c) Foreign listing is a listing in an alphabetical directory of an exchange other than the one in which the primary listing is furnished.
 - (d) Cross Reference is a listing of the name by which the customer is commonly known to the public and includes a reference to the customer's other listed name.
 - (e) Temporary listings are furnished to persons leasing or subleasing the premises of a residence customer during the customer's temporary absence who have arranged to use the customer's service during that time.
 - (f) Informational Listing – Additional material (non-promotional in nature) that is included with a primary, additional or foreign directory listing and is necessary for the proper routing of calls.

B. Rate Application

1. Additional Listings

	NONRECURRING CHARGE	MONTHLY RATE
(a) Additional, Alternate, Cross Reference, Temporary, Informational Business	\$10.00	\$6.00
Residence	5.00	1.50
(b) Foreign, each Business	10.00	6.00
Residence	5.00	1.50

SECTION 3 – EXCHANGE SERVICES

3.5 Standard Service Offerings

3.5.1 Local Operator Services

A. Description

Local Telecommunication Service is that of furnishing telephone communications within local service areas. Local operator assistance is furnished to customers upon request in order to complete local calls. Charges apply according to the class of call the calling person selects as defined below:

1. Dial Station-to-Station

Applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number. This includes calls forwarded by call forwarding equipment. Dial Station-to-Station also applies when the operator:

- Records the calling telephone number for areas without recording equipment.
- Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- Places a call for a calling party who is identified as being disabled and is unable to dial the call because of that disability.
- Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

2. Customer-Dialed Calling Card

Mechanized

Applies to Station-to-Station calls where equipment is available and the calling person dials zero, the telephone number desired, and the calling card or special billing number without the assistance of an operator and to Station-to-Station calling card calls where equipment is not available and operator assistance is required to complete the call. This also applies to calls placed from PALs.

3. Operator-Assisted Station-to-Station

Partially-Assisted

Applies when the customer dials the terminating number and calls are completed with the assistance of an operator. Examples of these calls include collect, billed to another telephone number and calling card. This also applies to calls placed from PALs.

Fully-Assisted

Applies when the customer elects to have the operator place the entire station-to-station call for them. This also applies to calls placed from PALs.

4. Operator-Assisted Person-to-Person

Partially-Assisted

Applies when the customer dials the terminating number and names the particular party to be reached or agrees to speak to someone else. The party may be a person, station, department or office reached through a PBX attendant. This also applies to calls placed from PALs.

Fully-Assisted

Applies when the customer elects to have the operator place the entire person-to-person call for them. This also applies to calls placed from PALs.

SECTION 3 – EXCHANGE SERVICES

3.5 Standard Service Offerings (Continued)

3.5.1 Local Operator Services (Continued)

B. Terms and Conditions

1. Student special identification numbers, issued by the Company for billing purposes when used for local calls placed from a dormitory station, are not included in Dial Station-to-Station Service. When an operator is used to complete a local call, the charges appearing in 3. and 4., preceding, apply.
2. Dial Station-to-Station class of service applies to operator station-to-station calls placed sent-paid from residence service lines or trunks which are certified by a qualified authority as services of persons who are disabled and unable to dial telephone numbers. This also applies to the business telephone of a certified customer where other assistance is not available. All station-to-station calling card calls charged to the certified line are subject to the charges in C., following.

Certification is provided upon the customer's written application to the Company for each residence line or trunk to be included. Certification becomes effective with the bill following approval of the application. Requests to change to or from certification are not subject to charge. Customers may verbally identify themselves as being unable to dial a call because of their disability. Only the Dial Station-to-Station charges will apply to these sent-paid calls.

3. The rates for local operator assistance are in addition to the rate for each local message originating from a pay telephone.
4. Operator assistance charges on local calls will be in addition to any local usage charges and any local service charges. These charges will apply to all calls placed from an exchange tariffed for this service even if calls are charged to a calling card or third number of an independent company exchange not tariffed for this service.
5. Local operator assistance charges will not apply to calls placed to the Company Business Office, Company Repair Service, or '0' emergency.
6. This service charge will not be subject to discounts.

SECTION 3 – EXCHANGE SERVICES

3.5 Standard Service Offerings (Continued)

3.5.1 Local Operator Services (Continued)

C. Service Charges

The following charges apply to local calls, in addition to any applicable local message charge. Refer to A., preceding, for the description and application of charges.

	CHARGE
• Customer-Dialed Calling Card	
- Mechanized	\$0.55
• Operator-Assisted Station-to-Station	
- Partially-Assisted[1]	2.10
- Fully-Assisted	3.10
• Operator-Assisted Person-to-Person	
- Partially-Assisted	4.50
- Fully-Assisted	5.50

Note 1: Applies to Operator-Assisted Station-to-Station calls to Directory Assistance.

SECTION 3 – EXCHANGE SERVICES

3.5 Standard Service Offerings

3.5.2 Operator Verification/Interrupt Service

A. Description

1. Operator Verification/Interrupt Service is furnished to customers upon request to provide line status or busy interrupt for a requested line or trunk.
2. The provision of line status involves an operator determining the condition of a line or trunk that a customer requests to be checked. The status of this line or trunk is verified to the customer for a rate as listed below.
3. The provision of Busy Interrupt involves an operator interrupting a line or trunk that a customer requests to be checked. Information concerning the busy interrupt to this line or trunk is passed to the customer for a rate as listed below.

B. Terms and Conditions

1. This service is provided where facilities exist for line status or busy interrupt through a Company operator.
2. No request will be processed on a reversal of charges basis, i.e., collect call.
3. No charge will apply if the line situation indicates a trouble condition. No charge applies when the request is identified as an emergency request by the customer and originates from or to an authorized emergency agency, as filed with the Public Utilities Commission.

C. Rates

The charges listed below are in addition to the rates and charges associated with local or Message Telecommunication Service (MTS). These charges will apply to all calls placed from an exchange tariffed for this service even if calls are charged to a calling card or third number of an independent company exchange not tariffed for this service.

	CHARGE
• Line status	\$1.25
• Busy Interrupt	2.00

SECTION 3 – EXCHANGE SERVICES

3.6 Public Communications Service

3.6.1 Public Access Line Service

A. Description

1. Public Access Line (PAL) Service will apply for use with Payphone Service Provider (PSP) pay telephones at locations accessible to the public, e.g. stores, business places, including boarding or rooming houses and school or college buildings, where desired by the owner of the premises.
2. Directory listings may be provided under the regulations governing the furnishing of listings for business main line customers. However, listings (not indicating a business or profession) provided in connection with PAL Service furnished at boarding or rooming houses or at other locations where the party desiring the additional listings resides, are furnished under the regulations covering the furnishing of listings in connection with residence main line service.
3. Basic PAL consists of a flat or message, two-way or outgoing only line without screening.
4. Smart PAL Service is a flat or message, two-way or outgoing only line which utilizes central office coin control features. This service provides:
 - Coin signaling, including coin collect and coin return.
 - Company completed and carried local and intraLATA toll messages, both sent paid and non-sent paid.
 - Company operator services/systems for all 0-, 0+ and 1+ intraLATA toll calls, and 0+ local calls.
 - Routing to the presubscribed carrier for all 0+ and 00- interLATA calls.
 - Pay-per-call blocking (e.g. 900 and other information delivery services).
 - Incoming and outgoing call screening.
 - Access to:
 - Directory assistance,
 - 911 emergency code,
 - All interexchange carriers,
 - 800/800-type service and 950 telephone numbers,
 - Company repair service.

B. Responsibility of the Customer

1. The customer shall be responsible for the installation, operation and maintenance of any PSP pay telephones used in connection with this service.
2. The customer shall be responsible for the payment of a Trouble Isolation Charge as provided in the Premises Wiring Section for visits by a Company employee to the customer's premises when a service difficulty or trouble report results from the use of PSP pay telephones. The owner of the pay telephone or responsible party will be contacted prior to sending an employee out to find the problem.
3. The customer shall be responsible for payment of charges for all toll messages originating from or accepted at this type of service, unless due to Company error.

SECTION 3 – EXCHANGE SERVICES

3.6 Public Communications Service (Continued)

3.6.1 Public Access Line Service (Continued)

C. Terms and Conditions

1. The Company is not liable for shortages of coins deposited and/or collected from the pay telephones used on PAL Service.
2. The Company is not liable for end-user fraud associated with failure of the customer's pay telephones to perform correctly.
3. The following terms and conditions are specific to Smart PAL Service:
 - (a) Separate lines are used for each pay telephone instrument installed. Off premises extensions are not permitted.
 - (b) Until other carriers can provide sent-paid InterLATA coin service, all direct dialed InterLATA and International (1+, 10XXX+1, and 011+) calls will be forwarded to AT&T for coin rating and completion.
 - (c) The customer must insure that the telephone sets used with Smart PAL Service are capable of rating sent-paid local calls and are compatible with, and cause no harm to the Company's network.

D. Rates and Charges

1. The "local message" from PAL Service served by a given exchange is a completed local call, originating at such service and terminating at any service which may be called, without toll charge, from all other service served by the exchange concerned.
2. Charges for Basic PAL Service are as follows:
 - (a) Rate Groups A, C, E, G and I

	NONRECURRING CHARGE	MONTHLY RATE
• Flat		
- Two-way	\$80.00	\$35.65
- Outgoing only	\$80.00	\$35.65
• Message ¹		
- Two-way	\$80.00	\$23.65
- Outgoing only	\$80.00	\$23.65

Note 1: Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.

SECTION 3 – EXCHANGE SERVICES

3.6 Public Communications Service (Continued)

3.6.1 Public Access Line Service (Continued)

D. Rates and Charges (Continued)

(b) Rate Groups B and D²

	NONRECURRING CHARGE	MONTHLY RATE
• Flat		
- Two-way		
- BRA	\$80.00	\$32.00
- OBRA	\$80.00	\$35.00
- Outgoing only		
- BRA	\$80.00	\$32.00
- OBRA	\$80.00	\$35.00
• Message ¹		
- Two-way		
- BRA	\$80.00	\$20.00
- OBRA	\$80.00	\$23.00
- Outgoing only		
- BRA	\$80.00	\$20.00
- OBRA	\$80.00	\$23.00

Note 1: Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.

Note 2: See rates and charges specified in 3.3.2 for applicable touch-tone charges.

SECTION 3 – EXCHANGE SERVICES

3.6 Public Communications Service (Continued)

3.6.1 Public Access Line Service (Continued)

D. Rates and Charges (Continued)

3. Smart Public Access Lines will be provided at the following rates and charges:

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

	NONRECURRING CHARGE	MONTHLY RATE
• Flat		
- Two-way	\$80.00	\$41.03
- Outgoing only	\$80.00	\$41.03
• Message ¹		
- Two-way, per line	\$80.00	\$27.44
- Outgoing only, per line	\$80.00	\$27.44

(b) Rate Groups B and D²

• Flat		
- Two-way		
- BRA	\$80.00	\$37.38
- OBRA	\$80.00	\$40.38
- Outgoing only		
- BRA	\$80.00	\$37.38
- OBRA	\$80.00	\$40.38
• Message ¹		
- Two-way		
- BRA	\$80.00	\$23.79
- OBRA	\$80.00	\$26.79
- Outgoing only		
- BRA	\$80.00	\$23.79
- OBRA	\$80.00	\$26.79

4. Usage Rates

	RATE PER CALL
• Message charge, per message	\$0.06

Note 1: Usage charges exceeding \$20.00 per line within a monthly billing period will be discounted 30%.

Note 2: See rates and charges specified in 5.4.2 for applicable touch-tone charges.

SECTION 4 - SERVICE CHARGES

4.1 Miscellaneous Nonrecurring Charges

4.1.1 Nonrecurring Charges

A. Description

1. A nonrecurring charge is a one-time charge made under certain conditions to connect, move, and change telephone service.
2. Nonrecurring charges, where applicable, are specified with services as stated in each section of the Tariff unless otherwise specified or included in this section.
3. Nonrecurring charges apply to customer-initiated requests to establish telephone service except as specified in this and other sections of the Tariff.
4. Nonrecurring charges for moves or changes apply separately to each unit of service moved or changed.
5. To move items of service subject to Installation Charges, apply the Installation Charge unless otherwise specified, plus the applicable nonrecurring charges specified in this Tariff.

B. Terms and Conditions

1. Nonrecurring charges do not apply for the following customer initiated requests providing work is limited to that specified:
 - (a) Complete termination of service.
 - (b) Suspension of service without reference of calls.
 - (c) The "From" portion of work involved in a transfer of service from one premises to another.
 - (d) The temporarily detaching and subsequently reaffixing interior wiring or connecting block (without a change in location) incident to remodeling or rearrangement of furniture.
 - (e) The establishment of service following destruction of a customer's premises or a portion thereof resulting from explosion, fire, flood, storm, accident or the action of a public enemy. In such cases, and when possible, service up to and including the Network Interface will be reestablished without nonrecurring charges. At the customer's option, the reestablishment service may be at an immediately occupied location or a subsequently occupied location.
 - (f) Disconnection/or removal main or extension station lines
 - (g) Establishing, changing, or discontinuing arrangements for:
 - Mail bill address arrangements
 - Other special billing arrangements
 - (h) Cancellation of Orders
 - (i) Changes in primary listings for either residence or business service due to a change in responsibility provided service and billing are continuous and no final bill is rendered.

SECTION 4 - SERVICE CHARGES

4.1 Miscellaneous Nonrecurring Charges (Continued)

4.1.1 Nonrecurring Charges (Continued)

B. Terms and Conditions (Continued)

3. Nonrecurring charges apply separately to each unit of service moved or changed, except where the applicable charge is the actual cost of all moves. Changes or rearrangements made at one time.
4. One nonrecurring charge applies per customer request to suspend and restore service.
5. One nonrecurring charge applies for the service located at a premises. No additional nonrecurring charge applies for off-premises or secondary locations.

Nonrecurring charges do not apply for Company initiated work.

4.1.2 Dual Service

A. Description

Dual Service provides exchange access line service with the same telephone number simultaneously to two different addresses served from the same wire center. Dual Service assures the customer continual service at both locations during the time of a move.

B. Terms and Conditions

1. Dual Service is available to those services that are not specially designed or engineered.
2. Dual Service is furnished in central offices where adequate and suitable facilities are available.
3. Dual Service is available for a maximum of 30 days.
4. Dual Service is available on orders for a transfer of service within the same wire center where no telephone change is involved.

C. Rates and Charges

1. This service is subject to the terms and conditions, rates and charges applicable to other exchange services and is in addition to basic rates and charges for the service with which it is associated.
2. In addition to the nonrecurring charges listed below, the customer will be charged the appropriate portion of the monthly rates for services provided at both locations during the period of Dual Service.

	NONRECURRING CHARGE
• Residence, per line	\$14.00
• Business, per line, or trunk	\$20.00

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings

5.1.1 General

A. Description

Integrated Services Digital Network (ISDN) is a digital architecture that provides an integrated voice/data capability to the customer premises facility, utilizing the public switched network. ISDN distributes voice, data, image and facsimile by two standard methods of access: a Basic Rate Service (BRS) or a Primary Rate Service (PRS).

B. Definitions

Basic Rate Service

BRS consists of up to three distinct channels on one pair of wires: one or two B (Bearer) Channels and one D (Delta) Channel. Single Line ISDN Service is available in flat or measured rated options.

B (Bearer) Channel

The B-channel carries circuit-switched voice and/or data communications at speeds up to 64 kbps, from the customers premises, over the loop facility, to the central office. B-Channel

Circuit-Switched Data

Circuit-switched data provides the capability of making data calls over the public switched network. Information is transmitted the same way as digitized voice. Like a voice call, a circuit-switched data call ties up network/system resources for the duration of the call. Similar to voice, Calling Line Identification functionality is provided.

D (Delta) Channel

The D-channel carries signaling and/or packet data information, at speeds up to 16 kbps on BRS, and signaling only information up to 64 kbps for PRS, from the customer's premises to the central office. The D-channel has both data and signaling functionality; it does not have voice capability.

D-Channel Packet-Switched Data

The X.25 Logical Circuit Call allows users to originate and receive X.25 data calls over the D-channel. Multiple data calls can be active simultaneously on a single D-channel.

Digital Subscriber Loop (DSL)

The ISDN basic rate interface loop from the CO to the customer's premises.

Primary Rate Service (PRS)

PRS has a capacity of 1.544 megabits per second (Mbps) and has multiple channels: 23 B-channels and one D-channel, and is also known as 23 B+D access. The B-channels carry user information such as voice calls, circuit-switched data, or video, while the D-channel handles signaling information.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.1 General (Continued)

C. Terms and Conditions

1. General

- (a) The customer or the customer's authorized agent will be responsible for the procurement of associated customer premises equipment (CPE) and will ensure compatibility with the ISDN digital switch serving the customer.
- (b) Single Line Service does not provide for service furnished by a remote switch located on the customer's premises.
- (c) Should any such error, mistake, omission, interruption, failure, delay, or defect or malfunction of equipment or facilities result in an interruption or failure of service, an adjustment will be applied as follows: a credit allowance, equal to 1/30 of the Tariff monthly rate for all services and facilities furnished by the Company affected by such interruption or failure, shall apply for the loss of service for 8 hours or more in each continuous 24 hour period, after notice by the customer to the Company. Credit allowances in any billing period shall not exceed the total charges for that period for the services and facilities which are affected by the interruption.
- (d) A customer may cancel an order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be cancelled. Cancellation charges will apply as discussed below. Cancellation charges will be determined based on estimated costs incurred in conjunction with the provision of an order.
- (e) When requested, the Company will provide a list of areas served by offices that are ISDN equipped or disclosed as compatible.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 General (Continued)

C. Terms and Conditions (Continued)

2. Availability

- (a) The rates and charges specified for Single Line ISDN Service are applicable to customers whose serving central office has been identified by the Company as having ISDN available.
- (b) Single Line ISDN Service may be provided to customers from a central office other than their normal serving office as determined by the Company.
- (c) Service is offered where ISDN compatible facilities and equipment are available. Service will be considered available if ISDN compatible pair gain systems or Single Line loop extension equipment are in place, or planned to serve the area.
- (d) Some services are not available and/or compatible with ISDN Service.

3. Indemnification

- (a) It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of customer's material breach of this Tariff section. Indemnification shall include, but is not limited to, costs and attorney's fees.
- (b) Customer is responsible for the content of communications. Where customer's negligence or wrongful actions in using inside wire (including riser cable) not owned by the Company, CPE or customer's communications result in any claim or legal action brought by any nonparty, customer shall indemnify and hold the Company harmless.

4. Local Calling Areas and Telephone Numbers

- (a) If a customer is provided service from a designated central office which is not the customer's normal serving office, the local calling area for the customer's Single Line ISDN Service will be that of the designated ISDN-equipped central office.
- (b) Calling areas are subject to change as additional central offices become capable of directly providing ISDN services to the customer's own and nearby serving area. Changes to calling areas and customer telephone numbers will be determined by the Company.

5. Contract

When equipment and/or facilities are not available, additional charges apply based on the individual circumstances. Each ISDN customer, who is not subscribing to Single Line ISDN Service or Primary Rate Service, will be required to sign a contract for the furnishing of ISDN service not provided under this Tariff. Additions or changes to the contract may be negotiated only with agreement by both parties to new terms.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service

Single Line ISDN Service is a business service and is compatible with National ISDN. Single Line Service includes circuit switched voice, circuit switched data and packet functionality.

A. Standard Features and Functions

Two sets of features are being offered: One for "voice" and one for "data" follows:

1. Voice Features

Call Appearance (CA)

A CA is the position(s) on a terminal to which numbers are assigned. A Directory Number (DN) can be shared by more than one ISDN terminal.

Call Exclusion - This feature has two options:

- **Automatic Exclusion**
This option allows a user to restrict other users that share a DN from bridging onto an active call or retrieving a held call. This option is automatically invoked whenever the user goes off-hook to receive or place a call.
- **Manual Exclusion**
This option allows a user to restrict other users, which share a DN from bridging onto on active caller retrieving a held call. This option is activated by pressing a feature button before dialing or during the call.

Call Forwarding Busy Line-All Calls (Preprogrammed)

This feature allows all calls to a busy PDN to be forwarded to another number either within the same central office, for the same customer at the same location, outside the customer system within the same central office, or in a different central office.

Call Forwarding Variable-All Calls

The user can forward all PDN calls to another number by pressing the Call Forwarding-Variable feature button. The forward-to number is customer changeable.

Call Hold

This feature allows the user to place a call on hold by depressing a button.

Call Transfer

This feature enables the user to transfer a call to a third party by depressing a button.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

A. Standard Features and Functions (Continued)

1. Voice Features (Continued)

Caller Identification Blocking-Per Call

This feature enables a customer to control the disclosure of their name and/or DN to a customer of Caller Identification (where technically feasible) by temporarily changing the public/private status indicator of the DN.

Calling Line Identification

Calling Line Identification is provided on both an incoming and outgoing basis.

- Incoming (ICLID)

This feature displays the call identification information and the calling party's DN (including nonpublished and nonlisted directory numbers) prior to the call being answered. Calling party's name is an optional feature.

- Outgoing (OCLID)

This feature provides a user who is originating a call with information about the called party and the facility or destination.

Conference

This feature allows a user to establish a three-way conference call by depressing a button.

Display

This feature provides the ISDN terminal a display of the time and date, calling number, call appearance identification, called number, incoming call identifier and feature activation operation.

Drop

The Drop button allows the user to drop the last party added to a conference call or to disconnect a two-party call.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

A. Standard Features and Functions (Continued)

1. Voice Features (Continued)

Intercom

Intercom service allows the user to establish a dedicated priority call to any other station that is a member of the same intercom group within the same central office. Special alerting, depending on CPE, is provided for an incoming intercom call. As part of the standard package the user can select either Auto Intercom or Dial Intercom.

▪ Auto Intercom

This feature allows two members to be part of an intercom group, which enables intercom calls to be completed by pressing the feature button. Dialed digits are not required.

▪ Dial Intercom

This feature allows the user to establish a call to any other station that is a member of the same intercom group. This is done by pressing the Intercom button and dialing one or more digits. Special alerting, depending on CPE, is provided for an incoming Intercom call.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

A. Standard Features and Functions (Continued)

1. Voice Features (Continued)

Message Waiting Indication

This feature is available on PDN's and notifies the user of a message waiting by providing either an audible stuttered dial tone or visually by illuminating a light on the customer's telephone set.

Primary Directory Number (PDN)

Each ISDN terminal is assigned one PDN. If more than two terminals are attached to a DSL, an additional PDN charge will apply.

Ringling Options

Ringling options allows ISDN station users to establish flexible call handling arrangements for answering incoming calls that terminate on the SCAs of a DN.

The ringling options available on a per station basis for a shared DN are:

Abbreviated Ringling

Ringling begins immediately for an incoming call and stops ringling after "N" seconds.

Delayed Ringling

Ringling for an incoming call is delayed for "N" seconds, however, the CA indicator or "status" lamp begins flashing immediately.

No Ringling

There is no ringling for an incoming call that terminates on a CA of the DN.

Normal Ringling

Ringling begins immediately for an incoming call and continues until the call is forwarded, answered, or abandoned.

Secondary Directory Number (SDN)

A SDN is any DN other than the PDN assigned to an ISDN terminal. If more than one SDN is assigned to a terminal, additional charges will apply.

Shared Call Appearance (SCA)

This allows several users to share one or more CAs for a particular DN. Origination of and termination of calls on one terminal will affect all terminals sharing the CA.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

A. Standard Features and Functions (Continued)

1. Voice Features (Continued)

Speed Calling

Speed Calling permits the user to dial preprogrammed numbers using fewer digits than normally required. A speed call list allows for up to 30 preprogrammed numbers per terminal.

Standard Configuration Group

The standard arrangement which associates a button of an ISDN station set to a feature.

2. B-Channel Circuit-Switched Data Features

Call Forwarding-Busy Line for Circuit-Switched Data¹

This feature permits all circuit-switched data calls, attempting to terminate to a busy PDN, to be redirected to another customer-specified DN.

Call Forwarding-Don't Answer for Circuit-Switched Data¹

This feature permits all circuits-switched data calls attempting to terminate to an idle PDN to ring a specified number of seconds prior to being forwarded to a previously specified DN.

Call Forwarding-Variable-All Calls for Circuit-Switched Data¹

This feature allows circuit-switched data calls, attempting to terminate to a line, to be redirected to another specified line. .

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

A. Standard Features and Functions (Continued)

3. D-Channel Packet-Switched Data Feature

X.25 Fast Select

Fast Select is a function of the CPE and is used on a per-call basis allowing the user to send up to 128 octets in the user data field of the call request packet to a terminal with Fast Select Acceptance.

X.25 Flow Control Parameter Negotiation

This packet feature permits negotiation on a per-call basis of the flow control parameters associated with a given virtual call, such as packet size and window size for each direction of data transfer. The data window size and the maximum packet size is negotiated automatically during an X.25 data call.

X.25 Logical Channels

Virtual circuits rather than physical circuits are used to establish packet switched calls. When a virtual circuit is established, a logical channel is assigned at the CPE and the switch for the duration of the call. A virtual circuit does not use any capacity of the facility unless data is actually being transferred. Two logical channels are provided per DSL.

X.25 Reverse Charging

This is a function of the CPE. This packet feature allows a user to assign billing to the called data telephone number on a per call basis.

X.25 Throughput Class Negotiation

This packet feature permits negotiation on a per call basis of the throughput class for each direction of data transfer associated with a virtual call. The data terminal can negotiate the throughput class for an X.25 data call.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

B. Optional Features and Functions

Additional Primary Directory Number

If more than two terminals are connected to a DSL, additional PDNs are required. Included with each PDN is the standard set of voice and data features. Rates and charges specified in C., following, apply for each additional PDN.

Analog Call Appearance

This feature enables analog station users to share their call appearance on a Single Line Service user's terminal. All Analog Call Appearances must be provisioned from the same serving central office as the Single Line Service. One appearance, per number, per terminal is allowed. Some analog services are not compatible with Single Line ISDN Service.

Call Pickup

Allows a user to answer a call at another station, even when the user's station does not have a CA for the called DN. While the other station is ringing, the user goes off-hook and enters a call pickup code or presses a call pickup feature button to answer the call.

Caller Identification Blocking-All Calls

This feature provides a permanent private indicator on a per-station basis. Once the blocking is established on the station, the private status cannot be deactivated by the customer. Rates and charges are provided in C., following. Federal, State, and Local law enforcement agencies and non-profit domestic violence agencies may be provided additional arrangements for private status and/or all call blocking, on a per station basis, at no charge. Stations that share appearances of a restricted station must also be restricted to avoid passing caller identification information.

Call Name Identification

With this feature, at the time of an incoming call, the name and number of the calling party is displayed on the called party's ISDN terminal. The called party may receive a private or unavailable indicator, in that case the caller's name and number will not be displayed. Calling Name Identification is used in conjunction with calling number identification which is part of the Display standard feature.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

B. Optional Features and Functions (Continued)

CLASS Features

- Call Rejection

This feature enables a customer to reject call attempts from up to 15 numbers of calling parties by dialing a code and the telephone numbers of calls to be rejected. Any call attempts to the customer from these numbers will be prevented from terminating to the customer and will instead be connected to an announcement informing the caller that the call is not presently being accepted by the called party.

- Continuous Redial

This feature allows the customer to dial a code that will cause the feature to automatically redial the last number the customer dialed. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called number becomes available.

- Last Call Return

This feature allows a customer to automatically redial the number of the last incoming call to that line, whether the call was answered or not. The customer does not have to know the number of the calling party. If the called number is busy, the feature will redial the called number for a limited period of time. A tone alerts the customer when the called line is available.

- Priority Call

This feature allows a customer to assign a maximum of 15 callers' telephone numbers to a special list. The customer will hear a distinctive ring at their location, when calls are received from callers' telephone numbers on that list.
The distinctive ring may be CPE dependent.

- Selective Call Forwarding

This feature allows a customer to specify a special list of a maximum of 15 telephone numbers. Incoming calls placed to the customer from telephone numbers on that list will automatically be forwarded to a predefined telephone number. All other calls will be handled normally.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

B. Optional Features and Functions (Continued)

Hunting Service

Hunting is available for circuit-switched voice and data on PDNs. Hunting service will affect the operation or availability of some other optional features on the hunting B-channel. The features most often affected include forms of Call Forwarding, Speed Calling and others, depending on the Service Configuration. Call Forwarding features will override the hunting services.

- Regular hunting starts when a begin-hunt telephone number is called in a MLHG. Hunting proceeds in ascending order through each subsequent terminal in the group until an idle terminal is reached or the last (highest numbered) terminal in the group is reached.
- Circular hunting is provided optionally with regular hunting groups. Circular hunting occurs in these groups when the hunt for an idle terminal commences beyond the first terminal in the hunt group and finds all higher numbered terminals busy, the hunt returns to the first terminal in the group. The hunt ends with the terminal number preceding the terminal where the hunt in the group initially began.
- Uniform Call Distribution (UCD) is a hunting arrangement that provides uniform termination call assignment (distribution) to members of a MLHG. UCD hunting does not include queuing or announcements.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

B. Optional Features and Functions (Continued)

Key Short Hunt

This voice feature provides the capability for incoming calls to search a set of DN appearances on an ISDN set for an idle DN for call termination.

Non-Standard Configuration Group

This is a terminal arrangement, associating buttons of a terminal with a feature, which differs from the standard arrangement.

Redirecting Number Delivery

This is a terminating user feature that allows the delivery of the redirecting number information to the user, to indicate that call forwarding has occurred. If the received call is a forwarded call, the first and last forwarding DNs will be delivered to the called party.

Series Completion Hunt

This voice feature automatically redirects a call from a busy DN to another specified DN.

Six-Way Conference

This feature allows the user to sequentially add up to five additional parties, and add them together to make a six-way call.

Speed Calling 8

This feature permits the user to dial-preprogrammed numbers using fewer digit than normally required. It allows the customer to change speed calling lists directly from their terminal.

X.25 Fast Select Acceptance

This packet feature authorizes incoming packets from a sending data terminal equipment (DTE) to be transmitted to the destination DTE with Fast Select.

X.25 Reverse Charging Acceptance

This packet feature authorizes transmission of incoming call identified as Reverse Charge calls.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

C. Rates and Charges

	NONRECURRING CHARGE	MONTHLY RATE
1. Basic Rate Access Including Standard Features and Functions ¹		
(a) Month to Month		
• Per BRA	\$110.00	\$72.00
2. Optional Features and Functions		
• Additional Call Appearances, per appearance	7.00	-
• Additional PDN, per number ¹	12.00	2.10
• Additional Secondary Directory No.	10.00	1.00
• Additional Shared Call Appearances	10.00	1.00
• Additional X.25 Logical Channels	12.00	-
• Analog Call Appearance	7.00	1.00
• Call Forwarding Busy Line – All calls ²	10.00	-
• Call Forwarding Don't Answer-All Calls ²	10.00	-
• Call Forwarding Variable-All Calls ²	10.00	-

Note 1: Inherent with the purchase of an additional PDN are all of the standard voice and data features for Single Line ISDN Service.

Note 2: Optional with SDNs.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

C. Rates and Charges (Continued)

	NONRECURRING CHARGE	MONTHLY RATE
• Call Pickup, per number	\$12.00	-
• Caller Identification Blocking-All Calls ¹	8.75	0.20
• Caller Name Identification, per number	10.00	2.50
• CLASS Feature		
- Call Rejection, per number	8.75	0.70
- Continuous Redial, per number	8.75	0.20
- Last Call Return, per number	14.00	-
- Priority Call, per number	8.75	-
- Selective Call Forwarding, per number	8.75	0.55
• Key Short Hunt		
- Per group	10.00	-
- Per number	10.00	2.00
• Multiline Hunt Service ¹		
- Circular Hunt		
- Data & Voice, per B-channel	10.00	2.00
- Data & Voice, per group	10.00	-
- Regular Hunt		
- Data & Voice, per B-channel	10.00	2.00
- Data & Voice, per group	10.00	-
UCD Hunt		
- Data & Voice, per B-channel	10.00	8.50
- Data & Voice, per group	20.00	-
• Non-Standard Configuration Group, per button	13.75	-

Note 1: There is no charge to change hunting arrangements due to the removal of a terminal(s) from a hunt group.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.1 Basic Rate Service Offerings (Continued)

5.1.2 Single Line ISDN Service (Continued)

C. Rates and Charges (Continued)

	NONRECURRING CHARGE	MONTHLY RATE
• Redirecting Number Delivery, per number	\$10.00	\$2.00
• Series Completion Hunt		
- Per group	10.00	-
- Per number	10.00	2.00
• Six Way Conference, per terminal	10.00	0.20
Speed Calling 8, per terminal	10.00	1.00
X.25 Fast Select Acceptance, per number	7.00	-
X.25 Reverse Charging Acceptance, per number	7.00	-
		NONRECURRING CHARGE
3. Change Charges		
• Change from voice to data, or vice versa, per order ¹		17.00
• Feature changes made to the standard voice or voice and data packages, per order ¹		10.50

Note 1: Only one change charge applies per service order. If multiple changes are made on a service order, the highest change will apply.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.2. Primary Rate Service Offerings

5.2.1 Integrated Services Digital Network (ISDN)

A. Description

The basic Primary Rate Service (PRS) structure consists of 23 B-channels and a D-channel, for a total transmission rate of 1.544 Mbps, which is equivalent to a T1 facility. Each 64 kbps B-channel carries user information such as voice calls, circuit-switched data, or video. The D-channel is a 64 kbps channel that is used to carry the control or signaling information. This offering of PRS is compatible with National ISDN. Circuit-Switched Data PRS consists of 23B+D, which is equivalent to a T1 facility.

B. Definitions

1. Service Configurations

23B+D

This service configuration provides for 23 B-channels and 1 D-channel. The B-channels carry user information such as voice calls, circuit-switched voice and data, or video, while the D-channel handles signaling information. The D-channel can control a maximum of 479 B-channels. The B-channels may be provisioned on the same facility as the D-channel or on other T1 or T3 facilities.

24B

This service configuration provides for 24 B-channels. The B-channels carry user information such as voice calls, circuit-switched data, or video. The signaling information is provided by a D-channel on the first T1 facility.

23B+Back-up D

This service configuration provides for 23 B-channels and a back-up D-channel. The back-up D-channel is used if the primary D-channel, which provides signaling for multiple T1 facilities, fails. All active calls are maintained during the switch-over to the back-up D-channel.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.2. Primary Rate Service Offerings (Continued)

5.2.1 Primary Rate Service (Continued)

B. Definitions (Continued)

2. Network Connections

Circuit-Switched Data Connection

A Circuit-Switched Data Connection is a central office translation that provisions 23 or 24 B-channels on a PRS T1 facility. All B-channels are dedicated with 2-way operation and have access to the exchange network. Incoming calls are restricted to circuit-switched data or video.

ISDN Trunk Connection

An ISDN Trunk Connection (TC) is a central office translation that provisions each B-channel in a PRS. The TC allows access to the exchange network. One ISDN Trunk Connection is required for each B-channel used in a PRS.

- Call-By-Call PRS

The PRS B-channels are configured to support inward and outward call flexibility predetermined by the customer's traffic flow.

- Dedicated PRS

Each B-channel is dedicated to inward, outward, or 2-way traffic.

Uniform Access Solution (UAS) Network Connection

The UAS network connection provides switching to the local exchange and toll networks, and includes the channel trunk-side configuration for the entire T1.

3. Standard Features

24B Channel Transfer

24B Channel Transfer allows the transfer of two independent calls when both calls have been answered or when one call has been answered and one call is alerting. Notification of transfer is given to transfer users.

C. Terms and Conditions

1. Each PRS consists of one T1 facility and one Service Configuration. A customer may request more than one PRS per premises.
2. Terms, conditions, rates and charges, as described for PRS are in addition to the regular rates and charges for the service with which PRS is associated.
3. Some services are not available and/or compatible with PRS.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.2. Primary Rate Service Offerings (Continued)

5.2.1 Primary Rate Service (Continued)

C. Terms and Conditions (Continued)

4. The PRS facility for all channels may be provisioned on an existing or new T3 facility.
5. PRS customers must subscribe to a minimum of one 23B+D Service Configuration.
6. *DID* numbers associated with PRS are found in 4.3.5. *DID* Trunk Terminations, also in 4.3.5, are required for each inward or 2-way B-channel in a PRS.
7. Circuit-Switched Data PRS is intended only for data calls, including video.

D. Rates and Charges

PRS will be provided at the rates and charges listed, following.

1. Month to Month Transport

	NONRECURRING CHARGE	MONTHLY RATE
• Stand alone T1 facility, per 24 channel facility ¹	\$1,100.00	\$150.00
• T1 facility, provisioned on a T3, per T1 facility activated ¹	1,100.00	-

Note 1: One Service Configuration is required for each T1 facility.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.2. Primary Rate Service Offerings (Continued)

5.2.1 Primary Rate Service (Continued)

D. Rates and Charges (Continued)

1. Service Configuration

• 23B+D	1,025.00	400.00
• 24B	1,025.00	400.00
• 23B+Back-up D	1,025.00	400.00

3. ISDN Trunk Connection, per B-channel²

• Call-By-Call ³	82.00	23.00
• Dedicated		
- In-only ⁴	82.00	23.00
- Out-only	82.00	23.00
- Two-way ⁴	82.00	23.00

4. Circuit-Switched Data Connection, per T1 facility

• 23B data only channels	1,265.00	583.00
• 24B data only channel	1,340.00	608.00

5. UAS Network Connections, per T1 facility

• UAS Network Connection	1,200.00	1,100.00
• Two-way Network Connection	1,200.00	1,100.00
• In-Only Network Connection	1,200.00	1,100.00

6. Optional Features, per T1 facility

• ISDN Calling Name Delivery	100.00	25.00
• ISDN Redirecting Number Delivery	175.00	20.00
• ISDN Redirecting Number Delivery	55.00	7.00

Note 1: One Service Configuration is required for each T1 facility.

Note 2: Trunk Connections charges do not apply to B-channels on Circuit-Switched Data PRS or UAS.

Note 3: Requires a *DID* trunk circuit termination.

SECTION 5 - INTEGRATED SERVICES DIGITAL NETWORK

5.2. Primary Rate Service Offerings (Continued)

5.2.1 Primary Rate Service (Continued)

D. Rates and Charges (Continued)

1. Nonrecurring change charges apply as follows:

	NONRECURRING CHARGE
• All miscellaneous changes or rearrangements of facilities, per facility	\$50.00
• Rollover Charge	
- move existing DS1 to DS3 on vacant channels	325.00
• Moving current customer T1 facility	
- Within same central office	500.00
- Outside current central office	1,000.00

SECTION 6 – MISCELLANEOUS SWITCHED DIGITAL SERVICE OFFERINGS

6.1 Integrated T-1 Service

A. Description

Integrated T-1 Service (IT1) provides a 1.544 mbps private line facility from the customer's premise to the USW serving wire center. IT1 includes a DS1 facility, common equipment, local exchange switching and 24 flat rated channels for access to the local exchange and toll networks. Each IT1 facility utilizes 24 channels which may be configured to provide the services as defined below, or a combination thereof.

B. Definitions

IT1 Facility and Common Equipment

This element includes the digital DS1 facility, transmitting at a rate of 1.544 Mbit/s, and the common equipment necessary to interface each of the 24 channels into the Company's equipment.

Advanced Voice Channel

- In-Only Channel with *DID*

In-only channel with Direct Inward Dialing (*DID*) feature. Requires a *DID* channel circuit termination¹

- Out-Only Channel with Answer Supervision

Out-only channel with answer supervision feature. This feature passes answer back signaling from the central office switch to the customer's CPE when a call has been either completed or answered.

- Two-Way Channel with *DID* and Answer Supervision

Two-way channel with *DID* and answer supervision features. Requires a *DID* channel circuit termination¹

B. Definitions (Continued)

Basic Voice Channel

- In-Only Channel

One-way channel which only allows traffic from the central office switch to be transmitted to the CPE.

- Out-Only Channel

One-way channel which only allows traffic originating in the CPE to be transmitted to the central office switch.

- Two-Way Channel

Channel which allows for traffic to be transmitted from either the central office or the CPE.

Note 1: Applicable rates and charges for *DID* are found in Section 5.3.4.

SECTION 6 – MISCELLANEOUS SWITCHED DIGITAL SERVICE OFFERINGS

6.1 Integrated T-1 Service

B. Definitions (Continued)

Basic ISDN 2B+D Single Line Service

Basic ISDN 2B+D Single Line Service consists of two B (Bearer) channels and a D (Delta) channel. Basic ISDN 2B+D Single Line Service requires three sequential distinct channels on an IT1.

- B (Bearer) Channel

The B-channel transports circuit-switched voice and/or data communications at speeds up to 64 kbps, from the customer's premises to the central office via an IT1 facility.

- D (Delta) Channel

The D-channel carries signaling and/or packet data information at speeds up to 16 kbps on Basic ISDN 2B+D from the customer's premises to the central office. The D-channel has both data and signaling functionality; it does not have voice capability.

Basic Dedicated Digital Data Channel

Basic Dedicated Digital Data Channels are provided on an IT1 for 56 kbps or 64 kbps transmission of synchronous serial data. The actual bit rate is a function of the channel interface selected by the customer where applicable. The circuit provides a synchronous service, with timing provided by the Company through the Company's facilities, to the customer in the received bit stream. The Basic Dedicated Digital Data Channel as part of a DDS circuit is provided between customer-designated premises, between a customer-designated premises and a Company hub or designated digital wire center, or between Company hubs or designated digital wire centers.

Frame Relay Dedicated Digital Data Channel

Frame Relay Dedicated Digital Data Channel provides access to Frame Relay Service (FRS). Frame Relay Dedicated Digital Data channels are configured at 56 or 64 kbps speed. One or more Frame Relay Dedicated Digital Data channels can be aggregated to provide such access. Utilizing statistical multiplexing, FRS enables users to allocate circuit bandwidth to applications as needed, up to the maximum bandwidth purchased, rather than assigning fixed channels to specific applications.

SECTION 6 – MISCELLANEOUS SWITCHED DIGITAL SERVICE OFFERINGS

6.1 Integrated T-1 Service

C. Terms and Conditions

1. IT1 is provided subject to the availability of Company facilities.
2. The type of IT1 facility installed will be determined by the Company.
3. Each IT1 facility enables the customer to configure up to a maximum of 24 channels per IT1 facility.
4. The minimum contract period for the IT1 facility and common equipment is one year. IT1 is only offered on 1, 3 and 5 year contracts.
5. Business EAS rates apply as specified in 5.1.1.
6. Terms, conditions, rates and charges, as described in Section 5, apply as appropriate.
7. When 800 Service lines terminate on an IT1 facility, the 800 Service access lines are classified as basic voice channels for the application of the IT1 facility and common equipment rates and charges. 800 Service rates and charges also apply.
8. Customers are required to provide muxing/demuxing, at the customer premises, for channels riding the IT1 facility.
9. The customer or the customer's authorized agent will be responsible for the procurement of associated customer premises equipment (CPE) and will ensure compatibility with the IT1 service.
10. The customer is responsible for channel assignments transported on the IT1 facility.
11. IT1 offerings are not available for use by Private Land Mobile Radio Services (RMC) and Public Mobile Services (PMC) Carriers in the provision of services to their customers. Other digital services are offered by the Company for interconnection specifically for these Carriers.
12. The IT1 facility and common equipment may be provisioned on an existing DS3 facility.
13. The customer can obtain any standard features associated with ISDN as provided this Tariff.

SECTION 6 – MISCELLANEOUS SWITCHED DIGITAL SERVICE OFFERINGS

6.1 Integrated T-1 Service

C. Terms and Conditions

14. Single Line ISDN Service includes a comprehensive 2B+D package. Contained in the standard package are numerous voice and data features. The standard features and functions support two terminals per BRS. Within the standard package there is limited flexibility for customization and various optional features can be added. Single Line ISDN Service does not offer B-channel packet service capabilities.
15. The customer is responsible for placement, installation, operation, maintenance, repair and replacement of all inside wire (including riser cable), not owned by the Company, and CPE that the customer uses in connection with this service. Premises wiring and CPE must be compatible with the Company's provision of IT1 service.
16. If an IT1 service interruption, disconnection, error, performance failure, or some other out-of-service condition occurs the service will be restored within four hours after the customer gives the Company notice of such out-of-service condition, except for problems caused by the customer's actions, inside wiring, interface or CPE. ISDN channels have an eight hour repair commitment but this is the only exception. An out-of-service credit will be applied to the customer's bill if the IT1 is totally out of service. Credits do not apply to the individual channels.

The credit for the IT1 service is not to exceed the monthly rate. If the outage is in excess of the guaranteed time frames the credit formula is as follows:

- 4 hours up to but not including 8 hours	\$ 60.00
- 8 hours up to but not including 16 hours	70.00
- 16 hours up to but not including 24 hours	80.00
- 24 hours and over	100.00

17. Because of CPE selected by the customer or the customer's agent, some of the features offered may function differently, may not be available or may be required to be offered via an access code.
18. 2B+D ISDN Single Line Service Channels and Frame Relay Dedicated Digital Data Channels are available only from ISDN or Frame Relay equipped central offices.

D. Indemnification

1. It is the customer's responsibility to indemnify and hold harmless the Company against any and all claims, losses, liabilities, damages and lawsuits brought by any nonparty and arising, in whole or in part, out of customer's material breach of this Tariff. Indemnification shall include, but is not limited to, costs and attorney's fees.
2. Customer is responsible for the content of communications. Where customer's negligence or wrongful actions in using inside wire (including riser cable) not owned by the Company, CPE or customer's communications, result in any claim or legal action brought by any nonparty, the customer shall indemnify and hold the Company harmless.

SECTION 6 – MISCELLANEOUS SWITCHED DIGITAL SERVICE OFFERINGS

6.1 Integrated T-1 Service

F. Rates and Charges

1. IT1 will be provided at the following rates and charges:

	NONRECURRING CHARGE	CONTRACT RATE
• IT1 Service		
- 1 year plan	\$1,600.00	\$925.00
- 3 year plan	1,000.00	879.00
- 5 year plan	500.00	833.00

2. Nonrecurring change charges apply as follows:

	NONRECURRING CHARGE
• All miscellaneous changes or rearrangement of facilities	
- per IT1 facility	\$135.00
• Miscellaneous changes, additions or rearrangements of any channels within the IT1, per channel changed	30.00

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.1 Message Telecommunications Service (MTS)

7.1.1 Application

Message Telecommunications Service applies to service furnished by the Company, or furnished jointly by the Company and its connecting companies, between points within of the state of South Dakota.

7.2 Two-Point Telecommunications Service

7.2.1 Classes of Calls

A. Charges apply according to the class of call the calling person selects as defined below:

1. Dial Station-to-Station

Applies when the calling person dials the desired telephone number without the assistance of an operator and the call is billed to the calling number.

2. Dial Station-to-Station also applies when the operator:

- (a) Records the calling telephone number for areas without automatic recording equipment.
- (b) Reaches the called telephone number because of trouble on the network or because dial completion is not available.
- (c) Places a call for a calling party who is identified as being handicapped and unable to dial the call because of that handicap.
- (d) Reestablishes a dialed call when there is a service fault that interrupts a call after the called person has been reached.

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.2 Two-Point Telecommunications Service (Continued)

7.2.1 Classes of Calls (Continued)

A. (Continued)

3. Operator-Assisted Station-to-Station

Partially-Assisted

Applies when the customer dials the terminating number and calls are completed with the assistance of an operator. Examples of these calls include collect and billed to another telephone number. This also applies to calls placed from PALs.

Fully-Assisted

Applies when the customer elects to have the operator place the entire station-to-station call for them. This also applies to calls made to PALs.

4. Operator-Assisted Person-to-Person

Partially-Assisted

Applies when the customer dials the terminating number and names the particular party to be reached, agrees to speak to someone else or requests an operator to make arrangements with a person to receive a call at a specified time. The party may be a person, station, department or office reached through a PBX attendant. This also applies to calls made from PALs.

Fully-Assisted

Applies when the customer elects to have the operator place the entire person-to-person call for them. This also applies to calls placed from PALs.

5. Payphone-Dial Station-to-Station

Applies to MTS cash calls laced from pay telephones, utilizing a Smart Public Access Line (PAL), when Station-to-Station calls are dialed and paid by the calling person with no assistance from the operator. This charge applies in addition to MTS charges.

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.2 Two-Point Telecommunications Service (Continued)

7.2.2 Timing of Calls

- A. On dial station-to-station , and operator-handled station-to-station, the timing of a call begins when the calling and called stations are connected.
- B. On person-to-person calls, the timing of a call begins when the calling party is connected to a specific person, station or an agreed upon alternate.
- C. Chargeable time ends when the connection is terminated at any point.
- D. The time of day at the calling person's rate center determines whether the day or evening/night/weekend rates apply.

7.2.3 Collection of Charges

- A. Charges for MTS calls are billed to the calling person, except where the calls are billed to:
 - The called party as a collect call and the charges is accepted by the called party.
 - A third number, unless restricted from the accepting this call type.
 - An authorized calling card or special billing number.
- B. Charges apply according to the class of call the calling person selects as defined below:

	CHARGE
1. Operator-Assisted Station-to-Station	\$3.75
- Partially-Assisted	5.50
- Fully-Assisted	5.50
2. Operator Assisted Person-to-Person	8.24
- Partially-Assisted	9.99
- Fully-Assisted	9.99
3. Payphone-Dial Station-to-Station	1.30
- Customer-Dialed Calling Card (Mechanized)	4.95
- Fully-Assisted	5.50
Pay Telephone Charge	0.26

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.2 Two-Point Telecommunications Service (Continued)

7.2.4 Charge Determination

1. The charge for MTS is determined by the following:
 - Time of day and day of week
 - Duration of call
 - Class of call
2. The MTS rate for Dial Station-to-Station calls is the sum of the first minute charge plus the additional minute(s) which are billed in tenth of a minute increments. For other than Dial Station-to-Station calls, the charges specified following, apply to long distance calls in addition to the applicable MTS rates. Local operator service charges are specified in ????
3. The schedule is as follows:
 - Residence - Applies to customer-dialed station-to-station calls.

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
INITIAL	ADDITIONAL	INITIAL	ADDITIONAL
\$0.29	\$0.29	\$0.19	\$0.019

- Business – Applies to customer-dialed station-to-station calls

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
INITIAL	ADDITIONAL	INITIAL	ADDITIONAL
\$0.027	\$0.027	\$0.027	\$0.027

- MISCELLANEOUS- Applies to operator-assisted calls and all alternately billed calls. This charge also applies where billing capabilities do not exist to separately identify business customer-dialed station-to-station calls.

DAY RATE PER MINUTE		EVENING/NIGHT/WEEKEND RATE PER MINUTE	
INITIAL	ADDITIONAL	INITIAL	ADDITIONAL
\$0.029	\$0.029	\$0.027	\$0.027

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.2 Two-Point Telecommunications Service (Continued)

7.2.4 Charge Determination

F. Hearing or Speech Impairment Discount

1. Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate by a Telecommunications Device for the Deaf (TDD) - sometimes referred to as a teletypewriter or TTY device - will receive, upon written application to the Company, a 50% discount on all intrastate/intraLATA calls from certified residence account premises where a TDD is located. The discount does not apply to charges for operator assistance.
2. For a customer with more than one line or trunk, written application will be required for each line or trunk.
3. The billing period for this discount will be determined by the toll billing date.

The customer will receive the discount at the beginning of the next toll billing period after application approval. The customer has the option of withdrawing at either the beginning or ending of the billing period.

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.2 Two-Point Telecommunications Service (Continued)

5.2.4 Charge Determination

	MON	TUE	WED	THU	FRI	SAT	SUN
8:00 AM to 5:00 PM ¹	Day Rate Period						
5:00 PM to 11:00 PM	Evening Rate Period						Eve. Rate
5:00 PM to 8:00 AM ¹	Evening/Night/Weekend Rate Period						

- B. The total amount of the call will be rounded to the nearest cent if the computed rate of the call results in a fractional charge.
- C. The Evening rate applies to the holidays listed below unless a lower rate would normally apply:
- New Year's Day January 1
 - Independence Day July 4
 - Labor Day 1st Monday in September
 - Thanksgiving Day 4th Thursday in November
 - Christmas Day December 25
- D. Hearing or Speech Impairment Discount
1. Disabled persons who have been certified to the Company as having a hearing or speech impairment which necessitates that they communicate by a Telecommunications Device for the Deaf (TDD) - sometimes referred to as a teletypewriter or TTY device - will receive, upon written application to the Company, a 50% discount on all intrastate/intraLATA calls from certified residence account premises where a TDD is located. The discount does not apply to charges for operator assistance.
 2. For a customer with more than one line or trunk, written application will be required for each line or trunk.
 3. The billing period for this discount will be determined by the toll billing date.

 The customer will receive the discount at the beginning of the next toll billing period after application approval. The customer has the option of withdrawing at either the beginning or ending of the billing period.

SECTION 7 - MESSAGE TELECOMMUNICATIONS SERVICE

7.3 Standard Service Offerings

7.3.1 Directory Assistance Service

A. Description

The Company furnishes Directory Assistance Service whereby customers may request assistance in determining telephone numbers within or outside this State.

2. Terms and Conditions

- (a) If a customer abuses or fraudulently uses Directory Assistance Service, the appropriate Directory Assistance charges may be assessed on that customer's telephone account.
- (b) A caller may request a maximum of two telephone numbers for each call to Directory Assistance.
- (c) There are no call allowances for Directory Assistance Service.
- (d) Charges do not apply to Directory Assistance calls from requests originating from telephone services the Company has determined are used on a regular basis by a person certified incapable of using a published telephone directory.
- (e) A nonrecurring charge does not apply to establish or remove Directory Assistance exemption.

3. Charges

- (a) In locations (including Public Access Line telephones) where the customer has the capability to direct dial Directory Assistance but chooses to place the call as a Mechanized Calling Card or Operator-Assisted Station-to-Station call, the appropriate charge applies as specified in addition to the Directory Assistance charge.
- (b) The following charges apply for calls to Directory Assistance:

	CHARGE
• Each call directly dialed by customer	\$1.25
• Each call placed from Public Access Lines	
- Direct dialed	0.60
- Alternately billed	1.25

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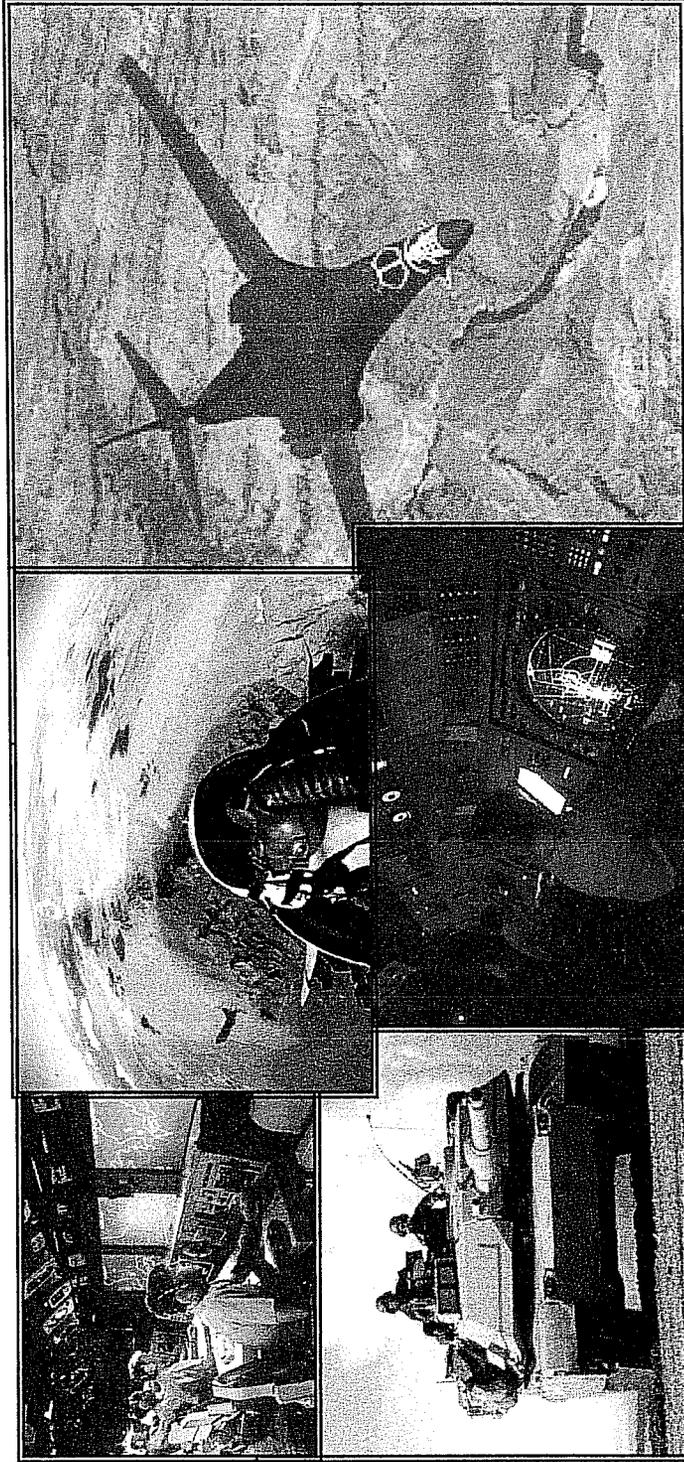
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INCORPORATED

Computer Intelligence²

Computer Intelligence², Inc. Corporate Capabilities



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INTRODUCTION

CI², Inc is a dynamic technology and telecommunications solution provider specializing in full service systems engineering integration and convergent solutions. Founded in 1993, CI² is a minority and woman-owned corporation certified under the Small Business Administration (SBA) 8(a) program through 2004. The company has teamed with leaders and innovators in the computer technology and telecommunications field to provide everything from concept, design, and implementation, to maintenance and support of numerous technology solutions. CI² is headquartered in Atlanta, Georgia with offices in Washington D.C.

Since inception, CI² has focused on advanced telecommunications technologies and projects in the federal government. Since the passage of the Telecommunications Deregulation Act of 1996, an entirely new service provider and consumer landscape has emerged for integrated voice, video, and data services. CI², with its flexible GSA National FAST BPA, has the technical experience and contractual vehicle necessary to provide outstanding service without a lengthy procurement process.

CI² has partnerships with a wide range of product and service providers, the RBOCs (Regional Bell Operating Companies), and other service providers to sell LEC (Local Exchange Carrier) and IXC (IntereXchange Carrier) Services. CI² has either direct or indirect business relationships with all ILECs (Incumbent Local Exchange Carrier), IXCs and major CLECs (Competitive Local Exchange Carrier), as well as partnerships with key equipment vendors. CI² is currently CLEC certified in 34 states and expects to be CLEC certified in all 50 states by the end of 2002.

Our extensive partnerships with giants in the telecommunications industry allow CI² to perform as a world class, cost effective, single source of the most complex of local and national telecommunications systems. CI² offers a complete line of high speed Internet and Intranet connectivity solutions and can deliver the industries highest speeds of telephone and Internet access and transmission, using countless environmental settings.

In addition to telecommunications and information technology, CI² has a federal aviation company. CI² Aviation holds a subcontract with the Federal Aviation Administration (FAA) to provide air traffic control tower operation and support.



CAPABILITIES

GSA SCHEDULE 70 - GS-35F-4410G

The Federal Government has been changing over the past several years. These changes have brought about a much leaner Government, which now requires its' departments and agencies to work smarter and more efficiently with fewer resources.

To compensate for the fewer resources, a popular solution has been an increase in outsourcing functions that can be performed by others. The General Services Administration (GSA) has been an outsource solution for years. GSA's success can be attributed to their ability to quickly provide products and services through GSA Schedule Contracts. GSA Schedule Contracts are the preferred source for all Federal Government hardware, software, telecommunications equipment, and service needs.

Virtually overnight, the GSA Schedule Contract has become the Federal Government's contract vehicle of choice. When Government customers buy products and services using CI²'s GSA Schedule 70, they receive all the benefits such as simplified ordering procedures and reduced procurement costs and none of the hassles of the more traditional methods. The streamlined procurement process benefits CI² too. It helps in reducing the contract costs associated with open market contracting and purchasing. Since the GSA has satisfied the burden of determining price reasonableness, CI²'s GSA Schedule is a key ticket to productivity.

GSA NATIONAL FAST BPA (GS00K97AFA0001)

A Blanket Purchase Agreement (BPA) is a simplified method of filling anticipated repetitive needs for supplies or services by establishing "charge accounts" with qualified sources of supply. The general scope of the BPA must be consistent with the contractor's status, contractors must have a GSA contract, under the Walsh-Healey Public Contracts Act as a manufacturer or regular dealer in the type of supplies identified. A BPA will eliminate the necessity of issuing individual purchase orders by providing a method in which purchases are made by placing oral calls, or by informal memoranda when more convenient.

In the spirit of the Federal Acquisitions Streamlining Act (FAST), General Services Administration and CI² Incorporated entered into a cooperative agreement in 1997 to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule contracts. This unique agreement, one of only five available, is one of the most expeditious and flexible procurement vehicles available to the federal government. The GSA National FAST BPA was part of the Government's Acquisition Reform initiative and allows any IT, Telecommunications Products, or Services to be added to the agreement and ordered from CI². The average time necessary to add a product or service to the contract is two to five business days. BPA products and services have no Maximum Order Limit (MOL) and can be used for any Equipment, either capitol or leased, and any service, either



telecommunications or professional. The contract is open to all federal agencies and all purchases qualify for 8(a) and woman-owned spending credits. Products and services may be ordered directly through CI² or through their agency's procurement office.

Utilizing CI²'s GSA National FAST BPA provides an ideal vehicle for federal agencies that want fast access to the latest technology as it enters the commercial marketplace.

IDIQ CONTRACTS

Contract No. GSOOK97AFD2133/IDIQ

Contract No. GS06K97BND0691

CI² currently holds two Indefinite Delivery Indefinite Quantity (IDIQ) contracts.

Under the provisions of these contracts, task orders can be awarded on a sole source basis without use of the Random Draw method in those instances where the contractor has self-marketed their services to client Government Agencies. The aggregate value of an individual order to any firm cannot exceed \$3 million, but multiple orders may be issued. These are all counted toward the \$126 million/five year ceiling.

Awards made as a result of self-marketing efforts will not affect eligibility for participation in future random draws. Awards resulting from self-marketing efforts will count toward the accomplishment of the guaranteed minimum contract value.

Services offered under these contracts:

- | | |
|---|---|
| Computer Systems Analyst III | Documentation preparation |
| System Design | Evaluation of alternative implementations |
| Develop integration plans | Acquire hardware/software |
| Test components and systems | Installation of non-complex systems |
| Maintenance and repair of non-complex systems | |
| Training on installed non-complex systems | |
| Computer Systems Analyst II | Computer Programmer III |
| Computer Programmer II | LAN Technician |
| Technician | Program Manager |

The Contractor Shall Integrate Commercially available off-the-shelf (OTS) hardware and software resulting in a turnkey system for the customer.



TECHNICAL EXPERTISE

CI² specializes in convergent technologies and is able to offer a diverse assortment of technical services. The following is a partial list of available services:

TELECOMMUNICATIONS

Telecommunications is a major company focus. CI² has partnerships with a wide range of product and service providers. While CI² is an official GSA and BPA Contract holder, the company has relationships with all of the major RBOCs (Regional Bell Operating Companies), including Ameritech, Bell Atlantic, Bellsouth, NYNEX, PacBell, Southwestern Bell, US West, and other service providers to sell LEC and IXC services. CI² has either direct or indirect business relationships with all ILECS (Incumbent Local Exchange Carriers), IXCs (InterExchange Carriers), major CLECs (Competitive Local Exchange Carriers) and key equipment vendors such as Alcatel, Ascend (Lucent), Cisco, 3Com, Fore, Lucent, Newbridge Networks, Nortel and many others. Maintenance and service can be supported from over 250 service and support centers nationwide.

Since the passage of the Telecommunications Deregulation Act of 1996, an entirely new service provider and consumer landscape has emerged for integrated voice, video, and data services. To date CI² has forged ahead into the millennium, by securing certification as a "Competitive Local Exchange Carrier," (CLEC), in 34 states in the U.S.

Our extensive partnerships with giants in the telecommunications industry allow CI² to perform as a world class, cost effective, single source of the most complex of local and national telecommunications systems.

INTERNET

CI² is an experienced reseller of high-speed Internet access providing full and burstable T-1, T-3, OC3, OC12 and higher Internet connections, firewalls and other security products. Through a partnership with MCI WorldCom and UUNET, CI² offers a complete line of high speed Internet and Intranet connectivity solutions. As an ISP for commercial high bandwidth, CI² can deliver secure, cost effective, and high-speed Internet access utilizing countless environmental configurations.

CONNECTIVITY

CI² is accomplished in providing stand-alone and LAN-based PC workstations across platforms with concurrent access to multiple host computers and mid-range systems. Using off-the-shelf as well as customized high performance asynchronous and synchronous protocol devices, (bridges, routers, communication servers), CI² has become a leader in providing advanced solutions for micro-to-mainframe, micro-to-mini, and LAN-to-LAN communications.



NETWORK TOPOLOGIES, PROTOCOLS, HARDWARE, AND OPERATING SYSTEMS

CI² has extensive experience with development, installation, and support of a wide variety of networking technologies. Experienced in configuration and installation of Novell and Windows NT networks, the company is also proficient in design and installation of cross platform networking using DOS, Windows and Linux or UNIX. From Intranet to Internet, CI² can provide the services needed to design, integrate, and maintain fully heterogeneous network environments.

NETWORK MANAGEMENT AND SERVICES

From concept through implementation, CI² works closely with technology decision makers to service and support local and wide area networks. CI² is known for superior network management services providing both preventive and around the clock on site and remote maintenance response. This ensures timely resolution of problems and maximum up time of both local and wide area networks.

SYSTEM SECURITY

CI² is fully equipped to use smart card and biometric technology, firewall technology and sophisticated programming to provide protection against fraud, espionage, theft, unlawful entry, Denial of Service attacks and related crimes against desktop, laptop, and networked computer systems.

CI² is positioned to provide our customers with experience and expertise across the functional areas encompassing critical infrastructure protection, including program management, risk management, critical infrastructure continuity and contingency, planning, physical infrastructure protection, information systems security and information assurance, and emergency preparedness and awareness. Our strategic relationships allow us to rapidly form functionally focused teams with members recognized within the information assurance and physical protection industry for their leadership, innovation, and superior record of sustained delivery excellence.

The CI² family provides a full range of capabilities. Examples of recent infrastructure protection contracts include complete security planning, implementation, and installation. Our experience includes INFOSEC support to DoD for the Defense Information Infrastructure (DII) and information infrastructure support. Several projects have included critical infrastructure identification, risk management, physical infrastructure protection, information system security, and emergency preparedness training and simulation.

Our domestic and international footprint offers first-hand experience in understanding and implementing the full range of real-world infrastructure protection solutions. Our skilled staff performs all aspects of policy and planning, protection, detection, and response.



CTSMS

CI² uses its registered Consolidated Telecommunications Services Management System (CTSMS) to aid in meeting the needs of its customers. The following briefly describe the mission critical support services provided by CTSMS.

Comprehensive Telecommunications and Services Tracking

- Line, Multiple Circuit ID, Station Identifier
- Features and enhanced Services
- Facilities Codes, Command Structure
- Vendor and Service Type and other sorting criteria

Consolidated Billing including Multiple Vendor Billing System Interfaces

- Single Bill Consolidation
- Cost Codes and Multiple Rate Table Support
- Automated Telephone Bill Reconciliation with Credit and Charge-back Support
- Switching and Customer Premise Equipment Inventory, Configuration, Monitoring, and Management

Service Desk

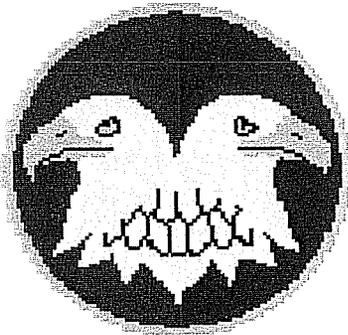
- 24/7 Help Desk
- Service Orders and Trouble Tickets, including implementation of e-mail and web based interfaces
- Support USAR CIO on its Continuity of Operations Plan (COOP)
- National Security Emergency Preparedness program for provided services

Disaster Recovery Plan to provide rapid restoration of its telecommunications services in the event of a catastrophe.

PAST PERFORMANCE

CI² is focused on providing the highest quality telecommunications and information technology products and services to the federal government. The company is proud to have attained an outstanding past performance record.

UNITED STATES ARMY RESERVE COMMAND (USARC)



CI² currently holds a contract offering a wide range of telecommunications services to 1,148 different US Army Reserve Command (USARC) sites across the U.S., Alaska, Hawaii, Puerto Rico, and Germany. All orders and bills come to CI², where service orders are placed with carriers and all bills are consolidated for USARC. CI² developed a Central Line, Service Order, and Trouble Ticket database to assist USARC headquarters in managing their needs and controlling their cost. As the single point of contact for the government, we are able to efficiently reduce costs and improve performance. As an authorized agent for USARC, CI² negotiates discounted rates for equipment and services with RBOCs, CLECs, and equipment vendors. CI² manages on USARC's behalf, a systems and equipment lease program which dramatically enhances the capability for technology refreshment. Leasing affords USARC the opportunity to acquire far more telecom equipment within their current budget constraints by allocating costs over a period of years.

CI² provides designated Regional Support Commands (RSCs) with voice, video, and data telecommunications services including technological enhancements, service improvements, and new and/or emerging telecommunications offerings. CI² has the overall responsibility for the management of systems and services including engineering, site evaluation, installation, testing, cutover, maintenance and billing.

USARC has established this contract for a Consolidated Telecommunications Management System to improve billing and payment efficiencies while reducing overall cost. The contract requirements are specified in the CLIN's and are summarized in the following:

- Develop a process whereby CI² receives, processes, and pays each of the USAR telecommunications bills, generates required reports, and submits a single invoice to USAR
- Consolidate service delivery and renegotiate USAR communications service agreements
- Provide source of telecommunications services including a centralized help desk for processing work orders and trouble tickets
- Maintain PBX's and other switching and network equipment for 1,148 U.S. Army Reserve facilities

The USARC telecommunication's project is grouped into four major work assignments: Order Processing, Billing Processing, Database Development and Maintenance, and Telecommunication Services.





NAVY



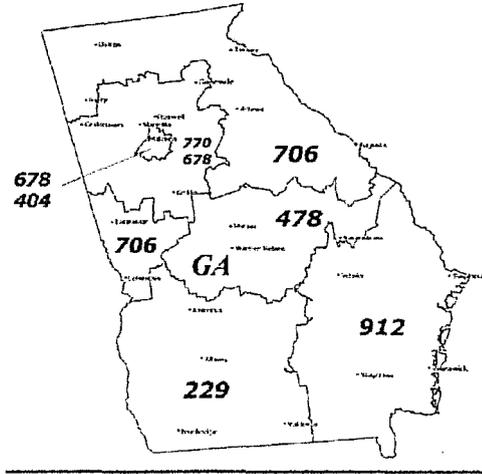
WIRELESS

CI² is under contract with the United States Naval Reserve Recruiting Command (USNRRC) to provide mobile wireless management; operations and services; equipment; and managed billing services for 1,000 accounts nationwide. This is a multi-year, multi-million dollar relationship that firmly establishes CI² “value-add” to technical programs.

CI²'s Wireless Customer Care Services include:

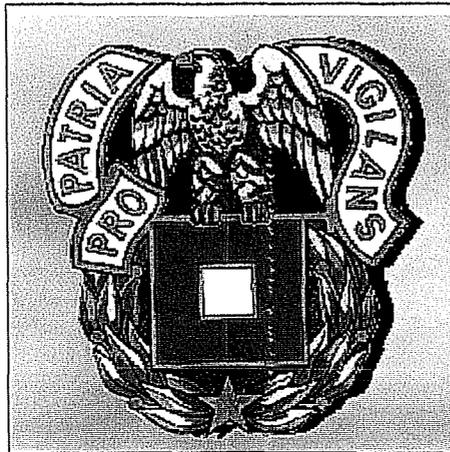
- Ordering phones from vendors
- Validating/completing detailed spreadsheet information to include the test and validation of area codes, phone numbers and ESN's
- Programming and testing each new phone prior to shipment to Detachments
- Personal Customer Care representatives assigned to USNRRC users eliminating long waiting time when calling large call centers
- Technical and Customer Care support 24 hours a day/ 7 days a week.
- Customer Care Web site, which enables recruiters to communicate with CI² via the web
- Billing Management Services
- Customized electronic billing and reporting
- A Web based system capable of processing new order and trouble tickets
- Monthly usage monitoring



STATE OF GEORGIA

The Department of Administrative Services (DOAS) had a requirement to obtain Long-distance Calling Services on a statewide basis, while maintaining their existing GIST network and facilities. The existing requirement consisted of managing over ninety-two million (92,000,000) minutes of state long distance calling, and six million (6,000,000) minutes of calling card calling. CI² teamed with Qwest Telecommunications and Bell South to provide an expeditious migration of the required statewide-converged communication network.

Working with all of the states existing carriers, CI² was able to successfully manage the Primary Interexchange Carrier (PIC) process to ensure 19,852 lines were converted within the required thirty-day window to the Qwest network. CI² also developed and currently maintains a billing management system that consolidates all billing requirements into a format that is conducive to the State of Georgia's requirements. Utilizing BTSMS (Billing Telecommunications Software Management System), CI² then translates all long distance charges from the provider and redistributes a monthly-consolidated bill that enables the State of Georgia to accurately assess charges to their statewide customer base for all long distance services including but not limited to, calling cards and in-bound 800 service.



FT. GORDON

CI² personnel were responsible for designing, installing and maintaining an Asynchronous Transfer Mode (ATM) based Interactive Full Motion Video Teleconferencing (VTC) system that connected Fort Hood, Texas and Fort Leavenworth, Kansas to Fort Gordon, Georgia in 1996.

This system was designed to enhance the existing Army on Post network called Common User Installation Transport Network (CUITN). The Army Basewide Broadband Architecture (ABBA) was developed to allow the Army to have an ATM network that would span from buildings to all over the world. The on-post component of ABBA was designed and installed at the US Army Signal Center and Fort Gordon.

The on-post network is composed of five ATM Work Group Switches (WGS) and twenty Yellow Ridge Multi-Layer Switches. The protocols supported by the network include User to Network Interface (UNI) 3.1 and shortly 4.0 Multi Protocol over ATM (MpoA) that allows bridged and routed protocols to be supported over the network. The Interactive Full Motion Video Teleconferencing (IFMVRC) system uses K-Net, Motion JPEG based direct attached ATM video compression techniques ie. CODECs, as well as MPEG and two full motion video distribution over Ips.



FEDERAL AVIATION ADMINISTRATION (FAA)

The U.S. Federal Aviation Administration has contracted for air traffic control services at low-activity visual flight rules airport traffic control towers since 1982. Contractors providing air traffic control services have proven safe and effective and have the same positive effect on airport growth as a FAA-Staffed Tower. In 1999, CI² commenced the staffing, management, and operation of five FAA Airport Traffic Control Towers at Albany, Fulton, Gwinnett, Macon, and McCollum Counties all in the State of Georgia. Our Controllers are examined and fully certified by the Federal Aviation Administration. Financial audits of CI²'s Aviation Systems Services provided the FAA finds that the government saves \$200,000 per year for each airport tower operated by CI².

CI² Aviation ultimately provides to the FAA air traffic control services, labor, training, supervision, required equipments, and supplies necessary to provide safe and cost effective airport traffic control services. CI² Aviation and its 70 air traffic control aligned executives, managers and air traffic control specialists are trained in and comply with all federal, state and local laws and FAA rules and regulations relevant to air traffic control services and airport traffic control tower operations. FAA contractor performance evaluations document emphatically that CI² Aviation ensures "the safe, orderly and expeditious movement of air traffic" in compliance with complex sets of law, regulations, directives, procedures, and public expectations.

In addition to classic air traffic control services, this contract requires and CI² Aviation provides weather observations and reports, general airport safety and security surveillance as well as the management of aviation noise abatement practices. As an airport traffic control tower operations contractor, CI² Aviation personnel have obtained and maintain a currency in operational characteristics of aviation communications (e.g., telecommunications) systems and aviation navigational aid facilities.

In 1999, The United States Navy Department conveyed to the Jacksonville, Florida Airport Authority a 45-year-old military designed control tower at Cecil Field. CI² has provided engineering and design services to Jacksonville relative to the conversion of the military facility into a state of the art civil airport traffic control tower. We remain under contract to the

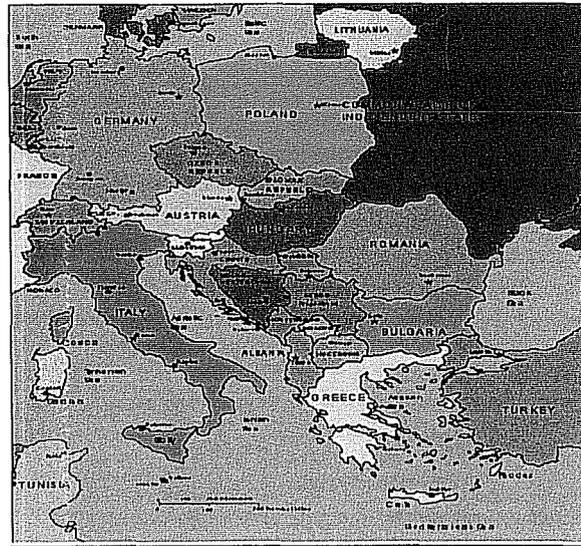


Jacksonville Airport Authority to provide the physical reconfiguration of the tower and to manage the upgrading and relocation of the necessary radio frequency communications equipment.

CI²'s corporate structure possesses collectively, over 75 years of air traffic control, systems engineering, airport development, and management experience. This level of competency allows CI² to confidently operate 14 air traffic control towers for the Federal Aviation Administration.

CI² personnel issue over 5 million air traffic control instructions and advisories to pilots annually in the southeastern region of the United States, while maintaining an impeccable aviation safety record. CI² has the capacity and aviation expertise to significantly increase the number of air traffic control towers it operates.





EUROPEAN OPERATIONS

CI²'s European Operations initial base consists of a teaming partnership between CI², Inc and Advanced Computer Technologies GmbH (A.C.T.). This partnership enables CI² to perform multiple services throughout Europe, with the primary customer being the U.S. Army and its installations.

CI² has worked with A.C.T. since 1997. In March of 2001, CI², Inc and A.C.T. conducted a joint marketing campaign to define our partnership and roles throughout the marketplace. A.C.T. enables the client/customer to have a hands on contact point within Europe and can associate CI² with the direct needs and concerns of the client.

CI²'s European Operations provide multiple services to U.S. Army and other Federal Agencies. We specialize in Services, Maintenance, and Installations.

Our services include, but are not limited to:

- Installation and configuration of LAN's, WANS's and MAN's at US Army Facilities
- Classified/Unclassified Networks for LAN/ WAN/ MAN
- Building Facility Installation (Conference Rooms, War Rooms, CMT's, etc.)
- ADPE Installation and Configuration
- Cable and Supply Equipment



-
- Configuration and Installation of a VCR system with video projection and sound components
 - Delivery and Installation of all Hardware/ Software components in defense, office and IT processing centers
 - Illumination for Mobile Drasks
 - Fiber Glass Connectivity
 - Development and Programming of system administration database tools; Transportation Motor Pool Automated Management Systems; Software Tools for Resource Managements Office; Software Tools for DPW's
 - Network Installation, Configuration and services
 - Blolite/ BloTwist Optical Fiber Installation

CI², European Operations offers a number of advantages and benefits to the U.S. Army and other Federal Agencies. We are accessible to our European customers. We provide a streamline process through GSA, using our pre-competed contracts. This streamline process provides better value, better pricing, better service, and less expedited time on orders and delivery. In summary, CI²'s presence in the European market offers an advantage to the customer while also creating endless revenue generating opportunities.



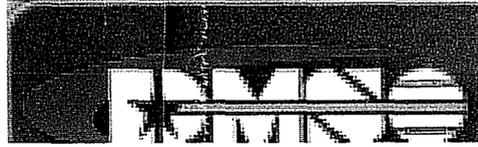
FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC)

The FDIC required a complete redesign of their IT infrastructure to meet critical mission requirements. Prior to the redesign, FDIC's network infrastructure was based on Banyan Vines using the Vines IP protocol for communication. The FDIC also relied on Banyan's "StreetTalk" directory services for user authentication. FDIC realized that migration to an open systems approach would greatly enhance their IT infrastructure.

Because of its reputation as a visionary and high technology developer with refined tools and expertise in effectively and efficiently applying the power of automation, CI² earned the opportunity to serve the FDIC by providing these systems and services.

CI², along with their teaming partners, developed a migration plan that implemented Microsoft Windows NT Server and Workstation at FDIC headquarters and all 11 regional sites. This implementation required the migration of more than 10,000 workstations and end-users. The numerical enormity and overall technological complexity of this project precluded a "slam dunk" approach to the migration. To ensure that no technological "islands" were created that could isolate groups of users; CI² provided support for both the Banyan and NT environments concurrently, including the use of both Vines IP and traditional TCP/IP protocol stacks. CI² deployed and provided customization of the Attachmate communications platform in order to provide access to the required hosts and databases for all FDIC employees

The result of the overall redesign and system transition provided a seamless and integrated desktop solution for host communications to a myriad of host platforms, including IBM, UNIX, and VTxxx-based; and provided access to various databases (DB2, Oracle, Sybase and Microsoft SQL Server).



DEFENSE MODELING SIMULATION OFFICE (DMSO)

The Defense Modeling and Simulation Office (DMSO) required the customization of an existing low cost, high fidelity PC based simulation of the High Mobility Multipurpose Wheeled Vehicle (HMMWV). Our new simulation software provides a dynamic simulation environment that is flexible, scalable, and easy to support.

The customization effort required the conversion of the software from the Distributed Interactive Simulation (DIS) standard to the High Level Architecture (HLA) standard, while maintaining a backwards-compatibility with DIS. In addition, several new features were added. A rotary wing aircraft mode was created, allowing the simulator to be used as both a ground simulator and a near ground helicopter simulator. The ability to use additional terrain databases was also added, providing unlimited flexibility in the software. As the primary contractor, CI² managed this conversion effort in accordance with "best practices" software development methodologies.

THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



In 1997, The Department of Housing and Urban Development (HUD) turned to CI² to provide a turnkey solution for desktop communications software. CI² performed technology assessments, site surveys, requirement analysis, and end-user surveys to determine the proper technical approach required for HUD. We developed the implementation plan, provided integration services, and provided information technology

management solutions in the form of software and services.

Our solution was a complete TCP/IP based environment that provides standardization across the desktop by relying on proven and open standards. We also provided end user and system administrator training.

United States Department of State



The United States Department of State had a requirement for a digital circuit capable of supporting 128 KBPS service between the Main Distribution Frame of the United States Department of State Relay Facility in Beltsville, Maryland and the American Consulate General Munich, Koeniginstrasse 5, in Muenchen, Germany. No satellite hops were allowed under this contract and service had to be available 24 hours a day, 7 days a week, 52 weeks a year with an availability of not less than 99.5 percent per month over the period of the contract. CI² installed and maintained the circuit, which met the Department of State's demanding requirements.



VETERANS' HEALTH ADMINISTRATION (VHA)

The VHA required the development of the Windows NT and Exchange architecture, deployment and roll out planning, implementation services, technical trouble shooting, help desk support and both end-user and system administrator training.

CI² developed an innovative team based implementation methodology. CI² assembled a team of both small and large businesses to ensure that the VHA received cutting edge technical support services.

As a result, this team has deployed one of the single largest Microsoft Exchange implementations in the world: 275,000 desktops, 200 physical sites through the 50 states and Puerto Rico, over 500 servers, and almost 250 Exchange sites.

CI² has also been providing on site Microsoft Certified System Engineers and Help Desk Support to various VA Medical Centers and VISN offices for the past four years.



PATENT AND TRADEMARK OFFICE (PTO)

The Patent and Trademark Office needed to expand their role in the area of "intellectual property rights," policy development and improve their customer base. CI² along with our teaming partners performed technology assessments of the PTO environment. We also conducted requirement analysis of the PTO telecommunications infrastructure and recommended substantive improvements, provided user support services for both software and hardware in addition to end user training.



DEPARTMENT OF JUSTICE

This contract agreement provides DS3 Data Connectivity Services that include high-speed connectivity between two Washington, D.C. locations in support of CACI's tobacco litigation support efforts at the Department of Justice.

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of October 24, 2002 through October 30, 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

ELECTRIC

EL02-023 In the Matter of the Petition of Montana-Dakota Utilities Co. for Approval of a Revision to its Fuel Clause to Permit the Inclusion of Purchased Power Costs Related to Renewable Energy Purchases.

Application by Montana-Dakota Utilities Co. for approval of tariff revisions which would allow costs of energy produced by renewable resources to be included in and recovered by Fuel Clause Rate 58. Montana-Dakota Utilities Co. has entered into an agreement to purchase electric energy from Dakota I Power Partners LLC which will construct wind generation facilities in the near future. Montana-Dakota Utilities Co. is requesting authority to recover such costs, and specifically the costs of wind generated energy pursuant to the agreement, through Fuel Clause Rate 58.

Staff Analyst: Dave Jacobson
Staff Attorney: Kelly Frazier
Date Docketed: 10/28/02
Intervention Deadline: 11/15/02

TELECOMMUNICATIONS

TC02-172 In the Matter of the Application of CI², Inc. For a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On October 28, 2002, CI², Inc. filed an application for a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The applicant intends to provide resold intrastate telecommunications services throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 10/28/02
Intervention Deadline: 11/15/02

TC02-173 In the Matter of the Application of CI², Inc. for a Certificate of Authority to Provide Local Exchange Services in South Dakota.

CI², Inc. has filed an application for a Certificate of Authority to provide local exchange service in South Dakota. The applicant intends to provide resold local exchange service to end users without using its own network facilities or the unbundled network elements, but those of an underlying local

exchange carrier. The applicant intends to provide service in those areas served by Qwest.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 10/28/02
Intervention Deadline: 11/15/02

TC02-174 In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Exchange and Network Services Tariff.

On October 28, 2002, Qwest Corporation filed changes to its Exchange and Network Services Tariff. The filing introduces new service options for wireless E911 connectivity in South Dakota providing Phase I and Phase II Selective Routing/Automatic Location Identification (SR/ALI). An effective date of November 28, 2002 is requested.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Docketed: 10/28/02
Intervention Deadline: 11/15/02

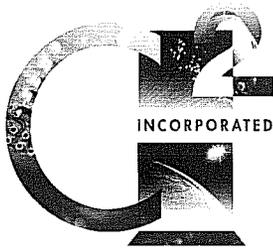
TC02-175 In the Matter of the Application of Intelcall Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Intelcall Communications, Inc. is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to offer direct and dial-around outbound dialing, toll free inbound dialing, directory assistance, data services and travel card services.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 10/30/02
Intervention Deadline: 11/15/02

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

TC02-173



Computer Intelligence² INC.

Information Technology Management

Telecommunications Management Services

Aviation Systems

December 13, 2002

Michele M. Farris, P.E., Utility Analyst
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Re: Application of CI², Inc. for a Certificate of Authority

Dear Ms. Farris:

In compliance to your letter of December 2, 2002, I am providing the following responses:

1. Although certified as a Competitive Local Exchange Carrier (CLEC) in 38 states, CI², Inc. has not provided service as yet in South Dakota or any other jurisdictions.
2. The Company is in the process of obtaining a surety bond to be posted.
3. (a) CI², Inc. has not been denied registration or certification in any states for which it applied.
(b) The Company is in good standing with all the states in which it has certification.
4. Section 2.5.1 A.1 of the tariff has been amended and is attached.
5. Section 2.5.2 A. of the tariff has been amended and is attached.
6. Section 2.5.3 of the tariff has been amended and is attached.
7. Section 2.6.1 of the tariff has been amended and is attached.

Yours truly,

Beverly Jackson
Department of Regulatory Affairs

*Georgia Office:
Corporate Headquarters
200 Galleria Parkway, NW,
Suite 1200
Atlanta, GA 30339*

*Washington Office:
CI² Aviation, Inc.
1225 "I" Street, NW, Suite 950
Washington, DC 20005*

*Tel: 770-425-2267
Fax: 770-425-1338
1-888-657-3278*

*Tel: 202-289-4376
Fax: 202-289-4394
1-800-261-5209*

*Web Pages:
www.ci2ai.com
www.ci2bpa.com*

RECEIVED

DEC 17 2002

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

SECTION 2 - RULES AND REGULATIONS

2.5 Liability of the Company

2.5.1 Service Liabilities

A. Limitations

1. The Company's liability, if any, for its willful misconduct is not limited by this Tariff. With respect to any other claim or suit, by a customer or by any others, for damages associated with the installation, provision, preemption, termination, maintenance, repair, or restoration of service, the Company's liability, if any, shall not exceed an amount equal to the proportionate part of the monthly recurring charge for the service for the period during which the service was affected. This liability shall be in addition to any amounts that may otherwise be due the customer under this Tariff as an allowance for interruptions, or liability determined in accordance with SDCL 49-13-1, 49-13-1.1, or any other applicable law.
2. The services furnished by the Company, in addition to the limitations set forth preceding, also are subject to the following limitation: The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of the Company caused by Customer-provided equipment (except where a contributing cause is the malfunctioning of a Company-provided connecting arrangement, in which event the liability of the Company shall not exceed an amount equal to a proportional amount of the Company billing for the period of service during which such mistake, omission, interruption, delay, error, defect in transmission or injury occurs).
3. The customer indemnifies and saves the Company harmless against claims for libel, slander, infringement of copyright arising from the use of material transmitted over its facilities, or infringement of patents arising from combining with or using in connection with, facilities of the Company, apparatus or systems of the customer; and against all other claims arising out of any act or omission of the customer in connection with facilities provided by the Company.

2.5.2 With Respect to Emergency Number 911 Service

- A. The Company will take appropriate measures at all times to provision Emergency Number 911 Service. The Company resells the services of the LEC and relies on the LEC and its interfaces with Emergency Organizations to provide Emergency 911 service.
- B. Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of enhanced 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing enhanced 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - RULES AND REGULATIONS

2.5 Liability of the Company (Continued)

2.5.3 Directory Errors or Omissions

The Company issues directories to assist it in furnishing prompt and convenient service, but it does not guarantee correct listings therein. The Company, except as provided herein, shall not be liable for damages arising out of errors in or omissions from its directories. The liability of the Company for damages caused to customers by errors in or omissions from its directories shall be determined in accordance with SDCL 49-13-1, 49-13-1.1, or any other applicable law.

SECTION 2 - RULES AND REGULATIONS

2.6 Dispute Procedures

2.6.1 Inquiries and disputes including billing disputes, will be handled as follows:

- A. The customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending.
- B. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.
- C. If the Company finds its actions to be consistent with this Tariff, the Company will inform the Customer of its no fault finding and require full payment of any outstanding balance due.
- D. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the South Dakota Public Utilities Commission, Capitol Building, 1st floor, 500 East Capitol Avenue, Pierre, SD 57501-5070, 605-773-3201 for final determination. The toll-free number is 800-332-1782. The number for TTY through Relay Service South Dakota is 800-877-1113.

2.7 Customer Service

2.7.1 Customer Service Department

- A. The Company maintains a Customer Service Department in Georgia exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number(s) are printed on the Customer's bill. For Customers using automatic withdrawal from the checking or savings account the Company's Customer Service address and toll free numbers are provided with the Customer's call detail. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.
- B. The Customer Service Department is located at 200 Galleria Parkway, N.W.; Suite 1200, Atlanta, Georgia 30339. The toll free number is (888) 657-3278. Excluding holidays, Customer Service Representatives are available 8:00 AM to 6:00 PM eastern standard time Monday through Friday. After hours, Saturdays, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.
- C. Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (888) 657-3278. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
CI², INC. FOR A CERTIFICATE OF AUTHORITY)	CERTIFICATE OF
TO PROVIDE LOCAL EXCHANGE SERVICES)	AUTHORITY
IN SOUTH DAKOTA)	TC02-173

On October 28, 2002, the Public Utilities Commission (Commission) received an application for a certificate of authority from CI², Inc. (CI²).

CI² proposes to provide resold local exchange service to end users without using its own network facilities or the unbundled network elements, but those of an underlying local exchange carrier. CI² intends to provide service in those areas served by Qwest. A proposed tariff was filed by CI².

On October 31, 2002, the Commission electronically transmitted notice of the filing and the intervention deadline of November 15, 2002, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled June 3, 2003, meeting, the Commission considered CI²'s request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards, and subject to the condition that CI² not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-69 and ARSD 20:10:32:03. The Commission finds that CI² has met the legal requirements established for the granting of a certificate of authority. CI² has, in accordance with SDCL 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota.

The Commission approves CI²'s application for a certificate of authority, subject to rural safeguards, and subject to the condition that CI² not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. The certificate of authority for CI² shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should CI² choose to provide local exchange services statewide, with respect to rural telephone companies, CI² will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that CI²'s application for a certificate of authority to provide local exchange services is granted, subject to the condition that CI² not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission; and it is

FURTHER ORDERED, that CI² shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize CI² to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company.

Dated at Pierre, South Dakota, this 10th day of June, 2003.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Kolbo</u>
Date:	<u>6/10/03</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

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. TC02-173

This is to certify that

CI², INC.

is authorized to provide local exchange services in nonrural areas 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 49-31-69 and ARSD 20:10:32:03, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 10th day of June, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**



Robert K. Sahr

ROBERT K. SAHR, Chairman *sk*

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner