

R7/R5
 In the Matter of — IN THE MATTER OF THE FILING BY
 NOS COMMUNICATIONS, INC. FOR
 APPROVAL OF ITS INTRASTATE
 SWITCHED ACCESS TARIFF AND FOR
 AN EXEMPTION FROM DEVELOPING
 COMPANY SPECIFIC COST-BASED
 SWITCHED ACCESS RATES

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
12/23 02	Received;
1/10 03	Docketed;
1/16 03	Weekly filings;
2/11 03	Revised Tariff Pages;
3/7 03	Order Importing Petition for Hauer;
3/7 03	Docket Closed.

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December 20, 2002

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

VIA FEDERAL EXPRESS

Ms. Debra Elofson
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 47501-5070

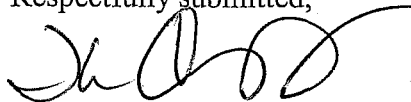
Re: Switched Access Tariff of NOS Communications, Inc.

Dear Ms. Elofson:

Enclosed for filing with the South Dakota Public Utilities Commission, please find an original and ten (10) copies of the switched access tariff of NOS Communications, Inc.

Also enclosed please find a duplicate copy of the tariff and a self-addressed, postage-paid envelope. Please date-stamp the duplicate copy and return it in the envelope provided. Do not hesitate to call me if you have questions about this filing.

Respectfully submitted,



Tamara E. Connor

Enclosures

*This was not
docketed because
the filing was
incomplete.*

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**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

NOS Communications, Inc.

**4380 Boulder Highway
Las Vegas, NV 89121**

INTRASTATE CARRIER SWITCHED ACCESS TARIFF

This tariff contains the description, regulations and rates for the furnishing of services and facilities for switched access telecommunications services provided by NOS Communications, Inc. to Carrier Customers throughout South Dakota. The Company's principal offices are located at: 4380 Boulder Highway, Las Vegas, Nevada 89121. This tariff is on file with the South Dakota Public Utilities Commission, located at the Capitol Building, 1st Floor, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070. Copies may be inspected, during normal business hours, at the Company's principal place of business in Las Vegas, Nevada.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
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CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
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6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
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15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original	46	Original
19	Original	47	Original
20	Original	48	Original
21	Original	49	Original
22	Original	50	Original
23	Original	51	Original
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26	Original	54	Original
27	Original	55	Original
28	Original	56	Original
		57	Original

* = New or revised sheet

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SYMBOLS

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

- (C) Changed administrative regulation
- (D) Discontinued rate, administrative regulation or test
- (I) Change resulting in an Increase to a Customer's Bill
- (N) New rate and/or new regulation
- (R) Change resulting in a Reduction to a Customer's Bill
- (T) Change in Text
- (Z) Correction

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TARIFF FORMAT

- A. **Sheet Numbering** - Page numbers appear in the upper right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between pages 34 and 35 would be page 34.1.

- B. **Sheet Revision Numbering** - Revision numbers also appear in the upper right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels the 3rd Revised Page 34. Consult the check sheet for the page currently in effect.

- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).

- D. **Check Sheet** - When a tariff is filed with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the tariff pages, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1. Definitions

Access Services - Originating or terminating intrastate switched access services provided by the Company to telecommunications carriers that access the Company's End-Users via the Company's local exchange network.

Call - A completed connection between the calling and called End-User parties.

Calling Station - The telephone number from which a Call originates.

Called Station - The telephone number called.

Carrier - An entity other than the Company that provides telecommunications services.

Carrier Customer - A Carrier that accesses the network of the Company to reach End-Users who are not telecommunications carriers, and that orders and subsequently receives intrastate switched access service from the Company. A Carrier that purchases exchange access service from the Company is responsible for the payment of charges and compliance with the Company's regulations and applicable law.

Commission - The South Dakota Public Utilities Commission

Company - NOS Communications, Inc., unless specifically stated otherwise.

Customer - End user. A person, firm, corporation, partnership, governmental agency or other entity, including affiliates or divisions of the Customer, which orders telecommunications service from the Company or Carrier Customer and in whose name the telephone number of the Calling Station is registered with the underlying local exchange company. The Customer is responsible for payment of charges to the Company and compliance with all terms and conditions of this tariff. Throughout this tariff, and any accompanying materials or future submissions with respect to this tariff, the term "Customer" shall apply to End-User-Customer(s), and/or Shared Customer(s), as appropriate, and as defined more fully herein.

Disconnect - To render inoperable or to disable circuitry thus preventing outgoing and incoming toll communications service.

End-User Customer - Any entity included within the definition of Customer above, in whose name the telephone number of the Calling Station is registered with the underlying local exchange Company.

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

1.1. Definitions (Cont'd)

Holiday - For the purposes of this tariff recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Incomplete - Any Call where voice transmission between the Calling and Called station is not established.

Message - A completed telephone Call by a Customer or User.

Normal Business Hours - The hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual Customer in a building, in adjoining buildings occupied entirely by that Customer, or on contiguous property occupied by the Customer separated only by a public thoroughfare, a railroad right of way, or a natural barrier.

Rate - Money, charge, fee or other recurring assessment billed to Customers for services or equipment.

Service Order - A written request for access services executed by the Carrier Customer and the Company in a format devised by the Company.

Shared Customer - Any entity included within the definition of Customer above, that receives services from and is under obligation to the Company and one or more Carrier-Customers simultaneously.

User - End-User Customer

United States - The forty-eight (48) contiguous states contained within the mainland United States, as well as Alaska, Hawaii, the District of Columbia, Puerto Rico and the U.S. Virgin Islands.

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

1.2. Abbreviations

- ANI** - Automatic Number Identification
- BNA** – Billing Name and Address
- FCC** – Federal Communications Commission
- ICB** – Individual Case Basis
- IXC** – Interexchange Carrier
- OEAS** – Optional Extended Area Service
- PIC** – Primary Interexchange Carrier
- PICC** – Presubscribed Interexchange Carrier Charge
- POP** – Point of Presence
- V&H** – Vertical and Horizontal Coordinates

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SECTION 2 - RULES AND REGULATIONS

2.1. Undertaking of the Company

- 2.1.1. The Company provides switched access telecommunications services to Carrier Customers throughout the United States to enable such Customers to access the Company's local exchange End User Customers.
- 2.1.2. The Company installs, operates and maintains the telecommunications services provided herein in accordance with the terms and conditions set forth in this tariff. This tariff applies only to the extent that facilities are available. The access services provided herein are to be used by Carrier Customers for the purpose of originating or terminating intrastate communications.
- 2.1.3. The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services are available twenty-four (24) hours per day, seven (7) days per week.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2. Limitations of Service

- 2.2.1. Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2. Service is furnished to the Carrier Customer for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of service by any other Customer.
- 2.2.3. The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4. The Company's services may be denied for nonpayment of charges or for other violations of the terms and conditions set forth in this tariff.
- 2.2.5. Service temporarily may be refused or limited because of system capacity limitations.
- 2.2.6. Service is subject to transmission limitations caused by natural (including atmospheric, geographic or topographic) or artificial conditions adversely affecting transmission.
- 2.2.7. Service to any or all Carrier Customers may be temporarily interrupted or curtailed due to equipment modifications, upgrades, relocations, repairs and similar activities necessary for proper or improved operations.
- 2.2.8. The Company reserves the right to discontinue furnishing service where the Carrier Customer is using the service in violation of the law or the provisions of this tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability

- 2.3.1. Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2. The Company is not liable to Carrier Customers for interruptions in service except as set forth in Section 2.5 of this tariff.
- 2.3.3. The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4. Except in instances of gross negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A. Any act or omission of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C. Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
 - 2.3.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

- 2.3.4.G. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.3.4.H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.
- 2.3.4.I. Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.
- 2.3.4.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;
- 2.3.4.K. Any noncompleted Calls due to network busy conditions; and
- 2.3.4.L. Any Calls not actually attempted to be completed during any period that service is unavailable.
- 2.3.5. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against claims set forth in Section 2.3.4.
- 2.3.6. The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer.
- 2.3.7. Any claim against the Company shall be deemed waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

- 2.3.8. The Company makes no express representations or warranties regarding the service and disclaims any implied warranties, including, but not limited to, warranties of title or implied warranties of merchantability or fitness for a particular purpose. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Carrier Customer should not rely on any such statement.
- 2.3.9. Except in instances of gross negligence or willful misconduct, any liability of the Company for loss or damages arising out of mistakes, omissions, interruptions, delays, errors or defects in the service, the transmission of the service, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service shall in no event exceed an amount equivalent to the proportionate fixed monthly charge to the Carrier Customer for service, during the period of time in which such mistakes, omissions, interruptions, delays, errors or defects in the service, its transmission or failure or defect in facilities furnished by the Company occurred, unless the Commission orders otherwise.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.10. Indemnification for Carrier Customer Cancellation of Service

- 2.3.10.A. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, the Company shall continue to provide service to those End-User Customers who were formerly Shared Customers, so long as such End-User-Customers choose to remain Customers of the Company, and cancel their intrastate interexchange service arrangements with the Carrier Customer.

- 2.3.10.B. Where a Carrier Customer has chosen not to accept access from the Company, thereby canceling its service arrangements with the Company, and the End-User Customer who was formerly a Shared Customer chooses to maintain its interexchange service arrangements with the canceling Carrier Customer, the Company may terminate its service to the End-User Customer, upon thirty (30) days' notice to the End-User Customer. Under such circumstance, the Company bears no liability to the End-User Customer as a result of such termination of service, even where such termination occurs prior to the end of the term specified in the End-User Customer's Service Contract, and the End-User Customer agrees to hold harmless the Company from any liability for any harm or consequences resulting therefrom.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Carrier Customer

- 2.4.1. The Carrier Customer is responsible for placing any necessary orders and complying with the tariff regulations set forth herein. The Carrier Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements of any governmental entity relating to services provided by the Company to the Carrier Customer or made available by the Carrier Customer to an End User. The Carrier Customer also is responsible for the payment of charges for all access service purchased from the Company.
- 2.4.2. The Carrier Customer is responsible for charges incurred for special facilities which the Carrier Customer requests and which are ordered by the Company on the Carrier Customer's behalf.
- 2.4.3. If required for the provisioning of the Company's services, the Carrier Customer must provide the Company, free of charge, with any necessary equipment space, supporting structure, conduit and electrical power.
- 2.4.4. The Customer is responsible for arranging access to its Premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.4. Responsibilities of the Customer (Cont'd)

2.4.5. The Carrier Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify and hold harmless the Company against any and all loss, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the Carrier Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Carrier Customer or others. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service

2.5.1. General

- 2.5.1.A. A service is interrupted when it becomes unusable to the User, *e.g.*, the User is unable to transmit or receive communications due to the failure of a component furnished by the Company under this tariff.
- 2.5.1.B. An interruption period begins when the Carrier Customer reports the service to be inoperative and releases it for testing and repair. An interruption period ends when the service is operative.
- 2.5.1.C. If the Carrier Customer reports a service to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service considered by the Company to be impaired.
- 2.5.1.D. The Company will make every reasonable effort to prevent interruptions of service and shall work to clear 85% of all out-of-service troubles within twenty-four (24) hours of the time the report is received by the Company, unless the Carrier Customer specifically requests a later date.
- 2.5.1.E. The Company's service objective is to maintain service so that the average rate of Carrier Customer trouble reports in a local exchange does not exceed eight (8) reports per one hundred (100) access lines per month.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.2. Application of Credits for Interrupted Services

2.5.2.A. At the Customer's request, when a Carrier Customer's access to the Company's network is unavailable and remains unavailable a period of six (6) hours or more, after being found or reported to the Company, the Company shall refund to the Carrier Customer an amount to be determined by the Company on a case-by-case basis, and dependent upon the length of the interruption period. In no event shall such a refund exceed an amount equivalent to the proportionate charge to the Carrier Customer for the period of service during which the event that gave rise to the claim for a credit occurred.

2.5.2.B. Any such interruption will be measured from the time it is reported to or detected by the Company, whichever occurs first.

2.5.2.C. In the event the Carrier Customer is affected by such interruption for a period of less than six (6) hours, no adjustment will be made. No adjustments will be earned by accumulating non-continuous periods of interruption.

<u>Length of Interruption</u>	<u>Interruption Period to be Credited</u>
Less than 6 hours	None
6 hours up to but not including 9 hrs	2/5 Day
9 hours up to but not including 12 hrs	3/5 Day
12 hours up to but not including 15 hrs	4/5 Day
15 hours up to but not including 24 hours	1 Day

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.1. Applications of Credits for Interrupted Services (Cont'd)

2.5.2.D. When an interruption exceeds twenty-four (24) hours, the length of the interruption will be measured in twenty-four (24) hour days. A fraction of a day consisting of less than twelve (12) hours will not be credited and a period of twelve (12) hours or more will be considered an additional day.

2.5.3. Limitations on Allowances

2.5.3.A. No credit allowance will be made for any interruption of service:

2.5.3.A.1. due to the negligence of, or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Carrier Customer or other entities or carriers connected to the service of the Company;

2.5.3.A.2. due to the failure of power, equipment, systems or services not provided by the Company;

2.5.3.A.3. due to circumstances or causes beyond the control of the Company;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5. Allowances for Interruptions in Service (Cont'd)

2.5.3. Limitations on Allowances (Cont'd)

- 2.5.3.A.4. during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting the interruption;
- 2.5.3.A.5. during any period in which the Carrier Customer continues to use the service on an impaired basis;
- 2.5.3.A.6. during any period in which the Carrier Customer has released service to the Company for maintenance purposes or for implementation of a Carrier Customer order for a change in service arrangements; and
- 2.5.3.A.7. that was not reported to the Company within thirty (30) days of the date that service was affected.

2.6. Applications for Service

The Company will accept both affirmative orders and constructive orders for Carrier-Customer access services. The Company does not require a written service order for the initiation of switched access services to Carrier-Customers.

2.6.1. Service Orders

The signing of a Service Order by the Carrier Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date. Should a Carrier Customer use the Company's access service without an executed Service Order, the Company may, at its option, request that the Carrier-Customer submit a Service Order. The Company may accept the Service Order either by submitting Billing Name and Address ("BNA") information to the Carrier Customer at the request of the Carrier Customer or by the Carrier Customer accepting PIC requests by End-User-Customers that request the Carrier Customer as their PIC.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6. Applications for Service (Cont'd)

2.6.2. Affirmative Service Order

A Carrier-Customer may affirmatively request the Company's switched access services either by placing a written request for the Company's service, by sending traffic to and/or accepting traffic from Company End-User-Customers and then submitting BNA requests to the Company, or by allowing Company End-User-Customers to choose the Carrier-Customer as their PIC and once processed, allowing Company End-User-Customers to utilize the Carrier-Customer as their primary IXC.

2.6.3. Constructive Service Order

Alternatively, a Carrier Customer may constructively order the Company's services if it, without any explicit written request for service from the Company, avails itself of the Company's local exchange network. If a Carrier Customer solicits Company End-User-Customers and Company End-User-Customers choose to access the Carrier Customer's network through the Company's local exchange network, the Carrier-Customer has constructively ordered Company's originating and/or terminating switched access services.

2.7. Installation of Service

All installation is subject to the availability of services and facilities purchased from other Carriers for the provision of service to a Carrier Customer, as well as to the full compliance by the Carrier Customer with all pertinent tariff requirements.

Issued: December 23, 2002

Effective: _____

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service

2.8.1. Carrier Customer Termination of Service

2.8.1.A. General

The Carrier Customer may terminate access and access-related service with the Company only through adherence to the procedures set forth herein. Requests for termination may not be unreasonably discriminatory and must otherwise comply with requirements of the Communications Act of 1934, as amended, and with all other applicable laws, policies and regulations.

In deference to the unique nature of the relationship between the Company and the Carrier Customer, and in acknowledgement of the legitimate interests that the Company has with respect to Shared Customers, strict adherence by the Carrier Customer to the Access Service Termination Procedures contained herein is mandatory. Failure on the part of the Carrier Customer to follow these procedures, or deviation from such procedures, may be construed by the Company, at its sole option, as part of on-going negotiations between the Company and the Carrier Customer, and not as a final position by the Carrier Customer. The Carrier Customer shall compensate the Company for any and all traffic exchanged during any on-going negotiations, or until such time as the Carrier Customer cancels its service arrangements in full accordance with the Access Service Termination procedures set forth herein.

2.8.1.B. Term of Service

At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then-tariffed rates for switched access service, unless terminated by either party upon thirty (30) days' written notice to the other party, or in accordance with the timeframes set forth in Sections 2.8.2.A., 2.9.2.A, and 2.9.3.A, whichever is applicable.

Service will continue to be provided to the Carrier Customer until terminated by the Carrier Customer or the Company in accordance with this Section.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures

In order to comply with the Company's Access Service Termination Procedures, the Carrier Customer must fulfill certain obligations, including, but not limited to the following:

- 2.8.1.C.1. The Carrier Customer must block (or arrange to have the Company block) all access traffic originating from and/or terminating to the Shared Customer;

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
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Las Vegas, NV 89121**

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Service Termination Procedures (Cont'd)

2.8.1.C.2. The Carrier Customer must notify the Company of its intention to cancel access service arrangements with the Company in the requisite timeframe set forth in Sections 2.9.2.A. and 2.9.2.B., and in such format and including such information as determined and required by the Company. Any such termination notice provided by the Carrier Customer must be stated in reasonably explicit and unequivocal terms. No request for termination will be accepted by the Company where the termination notice is equivocal or where the Carrier Customer acts in a manner inconsistent with the termination notice. Such acts include, but are not limited to, the following:

2.8.1.C.2.(a). Continued acceptance by the Carrier Customer of the Company's switched access traffic;

2.8.1.C.2.(b). Entering into new negotiations with the Company;

2.8.1.C.2.(c). Failure to specify the exact service to be cancelled;

2.8.1.C.2.(d). Failure to block the Company's switched access traffic in accordance with the procedures set forth herein;

2.8.1.C.2.(e). Failure to initiate talks with the Company regarding the manner in which to notify Shared Customers of the Carrier Customer's termination of service with the Company.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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Las Vegas, NV 89121**

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Access Termination Procedures (Cont'd)

- 2.8.1.C.3. The Carrier Customer must notify the Shared Customer of the Carrier Customer's intent to cancel access service arrangements with the Company, in the requisite timeframe, and in such format and including such information, as determined and required by the Company;
- 2.8.1.C.4. The Carrier Customer must pay the Company for all charges and costs for services associated with the blocking of traffic and the transfer of the Shared Customer to an alternate interexchange provider;
- 2.8.1.C.5. The Carrier Customer must unequivocally authorize the Company to prohibit End-User Customers from selecting the Carrier-Customer as their interLATA PIC;
- 2.8.1.C.6. Any termination by the Carrier Customer does not relieve its obligation to pay the Company for all charges incurred under either the Service Order or this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive the termination of service.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.D. Notice to Shared Customers

The Company is not responsible for notifying Shared Customers of the Carrier Customer's cancellation of the Company's access services; notifying the Shared Customers is the solely the responsibility of the Carrier Customer. The Carrier Customer must provide to the Company, for the Company's prior approval, the language and format which it proposes to use to notify the Shared Customers of its intent to cancel access service arrangements with the Company. Such notice must contain the following information:

2.8.1.D.1. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will not be able to maintain its existing service arrangements with both the Company and the Carrier Customer;

2.8.1.D.2. The Carrier Customer must specifically state that, due to the Carrier Customer's termination of its access arrangements with the Company, the Shared Customer will be placed in a "NO-PIC" status for all interLATA toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the Shared Customer's new interLATA PIC. The Carrier Customer also must state that it will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier as a result of the Carrier Customer's blocking of the Shared Customer's traffic;

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.1. Carrier Customer Termination of Service (Cont'd)

2.8.1.C. Notice to Shared Customers (Cont'd)

- 2.8.1.D.3. The Carrier Customer must sign a statement releasing affected Shared Customers from any and all liabilities or damages flowing from that Shared Customer's subsequent and resulting choice to terminate service arrangements with the Carrier Customer, including breach of contract and liquidated damage provisions;
- 2.8.1.D.4. The Carrier Customer may not disparage the Company to the Shared Customer in any manner, and is prohibited from suggesting alternate providers of local exchange services to the Shared Customer. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages, where permissible;
- 2.8.1.D.5. The Carrier Customer agrees that it will offer no discounts or marketing incentives to any Shared Customer potentially affected by the Carrier Customer's cancellation of access service arrangements with the Company for a period of sixty (60) days prior to the date on which the Carrier Customer notifies the Company of its intent to cancel access service arrangements, and extending to sixty (60) days after access services are blocked. The Carrier Customer agrees to copy the Company on any correspondence with any Shared Customer during this sixty (60) day time period.

Issued: December 23, 2002

Effective: _____

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service

2.8.2.A. The Company may terminate service for any of the following reasons, by giving the Carrier Customer at least thirty (30) business days' written notice via first class mail:

- 2.8.2.A.1. For non-compliance with the Company's tariffed rules or Commission regulations after the Company has made a reasonable effort to obtain Carrier Customer compliance;
- 2.8.2.A.2. For the Carrier Customer's refusal to provide the Company with reasonable access to its equipment and property;
- 2.8.2.A.3. For Carrier Customer non-compliance with state, local or other codes;
- 2.8.2.A.4. For nonpayment of bills when due and after the Company has provided the Carrier Customer with a termination notice mailed at least thirty (30) business days before termination.

In the event that the Company is compelled to terminate access service to a Carrier Customer for any of the forgoing reasons, the Carrier Customer must notify the Shared Customer of such termination using the script language set forth in Section 2.8.1.C.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.8. Termination of Access Service (Cont'd)

2.8.2. Company Termination of Service (Cont'd)

The Company may terminate (or suspend) service *without notice* for any of the following reasons:

- 2.8.2.B. In the event of a condition determined to be hazardous to the Company's equipment, to the public, or to employees of the utility ("dangerous conditions");
- 2.8.2.C. In the event of the Carrier Customer's illegal use of equipment or service provided by the Company;
- 2.8.2.D. In the event that any actions of the Carrier Customer create harm or potential harm to the Company's network.

Where the Company terminates or suspends service for any of the above-referenced reasons, the Carrier Customer shall be liable for all related costs as well as any reconnection charges.

- 2.8.3. The Carrier Customer is responsible for all charges incurred as a result of availing itself of the Company's access services, regardless of which Party (the Carrier Customer or the Company) terminates the service. The Carrier Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in collecting such charges.

Issued: December 23, 2002

Effective: _____

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic

When a Carrier Customer terminates its access arrangements with the Company, it is mandatory that the Carrier Customer ensure that all End-User traffic – both originating and terminating – between the Carrier Customer and the Company is blocked. The Carrier Customer shall have the option of blocking the traffic itself, or arranging for the Company to block the traffic and paying all charges and related costs to compensate the Company for blocking the traffic. Where the Carrier Customer elects to block the access traffic itself, the Carrier Customer will have full responsibility to compensate the Company, at the Company's then-currently tariff rates, for any End User traffic allowed to pass along the discontinued access service route.

Where a Carrier Customer terminates its access arrangements with the Company, and the End User is a Shared Customer, the Carrier Customer also must adhere to the following requirements:

2.9.1. Script Recordings

The Carrier Customer must record a script to inform the Shared Customer that its interexchange service has been blocked at the request of the Carrier Customer. All recorded scripts must be submitted to the Company for prior approval. The script recording must state the following and there can be no deviation from or additions to this script:

“Your access to [Carrier Customer's] long distance services has been blocked by your long distance provider, [Carrier Customer], and not by your local service provider, NOS Communications, Inc. Because [Carrier Customer] has chosen to block your access to its long distance services, you may no longer dial 1+ to use [Carrier Customer's] long distance service. Instead, you must now either dial an access code to reach a long distance service provider of your choice to handle your long distance calls, or contact another long distance service provider of your choice to handle your long distance calling needs on a 1+ basis. For more information, please contact [Carrier Customer's] customer service representatives at [Carrier Customer's toll-free number].”

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.1. Script Recordings (Cont'd)

In the script recording, the Carrier Customer in no way may slander the Company or use any language intended to incur bad will between the Shared Customer and the Company. The Carrier Customer may not use the script recording to encourage the Shared Customer to terminate its service with the Company. The script recording may not be used by the Carrier Customer as an opportunity to market its services. In the event that it is determined that the Carrier Customer has done so, it shall be subject to the imposition of both actual and punitive damages.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2. Notification Requirements

2.9.2.A. Carrier Customer Blocking

Where the Carrier Customer elects to block the access traffic from the Shared Customer itself, it must provide the Company with written notice of such intent at least thirty (30) days prior to the blocking of such traffic.

The following information must be included in any such notice submitted to the Company:

- 2.9.2.A.1. Carrier Customer name and address(es);
- 2.9.2.A.2. Carrier Customer contact name(s) and telephone number(s);
- 2.9.2.A.3. A clear indication of each type of access service that Carrier Customer intends to cancel. In the event of that the Company is uncertain as to the type(s) of Access Service requested to be discontinued by the Carrier Customer, the Company shall continue to provide the Access Service, and the Carrier Customer shall continue to pay any resulting charges at the Company's then-tariffed rate for such continued service, until the Carrier Customer clarifies unequivocally and in a manner deemed satisfactory to the Company the precise type(s) of Access Service that it seeks to have discontinued;
- 2.9.2.A.4. A complete listing of all access lines and End-User Customers that will be affected by the service cancellation.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.9. Blocking of Access Traffic (Cont'd)

2.9.2 Notification Requirements (Cont'd)

2.9.2.B. Company Blocking

Where the Carrier Customer chooses to have the Company block access traffic to the Carrier Customer, the Carrier Customer must provide to the Company written notice of such intent at least one hundred-twenty (120) days prior to the blocking of such traffic. In addition to the information provided in Section 2.9.2.A., such notice must also include the following information:

- 2.9.2.B.1. All relevant Billing Name and Address ("BNA") information;
- 2.9.2.B.2. All relevant Automatic Number Identification ("ANI") information;
- 2.9.2.B.3. General Call Record Detail
- 2.9.2.B.4. A statement unequivocally authorizing the Company to prohibit an End-User-Customer from selecting the Carrier Customer as their Presubscribed Interexchange Carrier ("PIC"), and absolving both the Company and the End-User Customer from any relating liability to the Carrier Customer.

Additionally, the Carrier Customer must certify to the Company, in writing, that any such blocking is consistent with the Carrier Customer's tariff, the Communications Act, the rules and policies of the FCC and the Commission, and any relevant contractual obligations that exist between the Carrier Customer and the Shared Customer.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10. Effect on Interexchange Carrier Presubscription

Where the Carrier Customer affirmatively has terminated its access service arrangements with the Company, and has blocked or arranged for the Company to block the Shared Customer from its interexchange service, the Company will place the Shared Customer in a "NO-PIC" status for all intrastate toll dialing until such time as the Shared Customer or a submitting carrier informs the Company of the End-User Customer's new PIC.

The Carrier Customer will be responsible for any PIC change charge assessed on the End-User Customer by the Company or another Carrier.

2.11. Payment of Charges

2.11.1. The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

2.11.2. The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and any all additional costs associated with this process.

2.11.3. The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

2.11.4. Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

2.11.5. Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12. Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

- 2.12.1. First, the Carrier Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.)
- 2.12.2. Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the South Dakota Public Utilities Commission in accordance with Commission procedure. The address of the Commission is:

South Dakota Public Utilities Commission
Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Phone: (605) 773-3201
Complaints: (800) 332-1782

2.13. Taxes

State and local sales, use and similar taxes are billed as separate items and are not included in the quoted rates for service.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE

3.1. Timing of Calls

- 3.1.1. The Carrier Customer's monthly usage charges for the Company's switched access service are based upon the total number of minutes the Carrier Customer uses.
- 3.1.2. Carrier Customer traffic to the Company's end offices will be measured (*i.e.* recorded or assumed) by the Company at end office switches or access tandem switches. Originating and terminating Calls will be measured (*i.e.* recorded or assumed) by the Company to determine the basis for computing chargeable access minutes. In the event that End-User Customer message detail is unavailable because the Company has lost or damaged tapes or experienced recording system outages, the Company will estimate the volume of lost Carrier Customer access minutes of use based upon previously-known values.
- 3.1.3. For originating Calls over Feature Group D ("FGD"), usage measurement/chargeable time begins when the originating FGD switch receives the first wink supervisory signal forwarded from the Customer's point of origination. The measurement of originating Call usage ends when the originating FGD switch receives disconnect supervision from either the originating End-User's end office, indicating the originating End-User has disconnected, or the Carrier Customer's point of termination, whichever is first recognized by the switch.
- 3.1.4. For terminating Calls over FGD, the measurement of access minutes begins when the terminating FGD switch receives answer supervision from the terminating End User's end office, indicating that the terminating End User has answered. For terminating Calls over FGD, the measured minutes are chargeable access minutes. Where assumed minutes are used, the assumed minutes are the chargeable access minutes. The measurement of terminating Call usage over FGD ends when the terminating FGD switch receives disconnect supervision from either the terminating End-User's end office, indicating the terminating End-User has disconnected, or the Customer's point of termination, whichever is recognized first by the switch.
- 3.1.5. For billing purposes, FGD access minutes or fractions thereof (the exact value of the fraction being a function of the switch technology where the measurement is made), are accumulated over the billing period for each end office and then are rounded up to the nearest access minute for each end office and billed in increments of one (1) minute.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
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SECTION 3 – DESCRIPTION OF SERVICE (Cont'd)

3.1. Timing of Calls (Cont'd)

3.1.6. The Company will not knowingly charge for Incomplete Calls. Upon the Carrier Customer's request and proper verification, the Company shall promptly adjust or credit the Carrier Customer's account for charges or payments for any unanswered Call inadvertently billed due to the unavailability of Feature Group D or due to another carrier's failure to provide answer supervision.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.2. Service Commencement Date

The date on which a Carrier Customer first sends or receives traffic from the Company's End User Customer or the date specified on the Service Order, whichever occurs first and whichever is applicable.

3.3. Service Cancellation Date

The date on which a Carrier Customer notifies the Company, in writing, of its intention to terminate its access arrangements with the Company, or the date on which the Company notifies the Carrier Customer, in writing, of its intention to terminate access service to the Carrier Customer. Such dates must conform to the effective dates for cancellation of service or notification of the Carrier Customer's intention to block or have the Company's access traffic blocked, as set forth in Sections 2.9.2.A., 2.9.3.A. and 2.8.2.A.

In the event that the Company terminates service *without notice* for the reasons set forth in Section 2.8.2.B., the Service Cancellation Date shall be the date that the Company terminates service with the Carrier Customer.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Switched Access Service

3.4.1. General

Switched Access Service, which is available to Customer for their use in furnishing their services to end users, provides a two-point communications path between a Customer's Premise and an End User's Premise. It provides for the use of common terminating, switching and transport facilities. Switched Access Service provides the ability to originate calls from an End User's Premises to a Customer's Premises, and to terminate calls from a Customer's Premises to an End User's Premises.

Switched Access Service is available when originating or terminating calls from or to an End User who subscribes to the Company's Local Exchange Services.

Rates and charges are set forth in Section 4. The application of rates for Switched Access Service is described in Section 4.

3.4.2. Provision and Description of Switched Access Service Arrangements

3.4.2.A. Feature Group Access

FG Access is provisioned at the DS-1 level and provides trunk-side access to Local Switching Center switches, for the Customer's use in originating and terminating communications. Basic FG Access service will be provided with Multi-Frequency In-Band Signaling (SS7 is also available, where capabilities exist).

All traffic is routed to and from the Company's local switching center via the Customer's tandem provider or via end office trunking, where available. Delivery of calls to, or acceptance of calls from, the Company's End User locations over Company-switched local exchange services shall constitute an agreement by the Customer to purchase switched access services as described herein. The Company reserves the right to require the Customer to submit an ASR for switched access.

3.4.2.B. Manner of Provision

Trunks used for Switched Access Service may be configured for one-way (either originating or terminating only) or for two-way directionality.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Access Service Offerings (Cont'd)

3.4.2. Provision and Description of Switched Access Service Arrangements (Cont'd)

3.4.2.C. Call Types

The following Switched Access Service call types are available:

1. Originating FG Access
2. Originating 800 FG Access
3. Terminating FG Access

3.4.2.D. Originating FG Access

The access code for FG Access switching is a uniform access code of the form 1+ or 011+ or 101XXXX. For 101XXXX dialing a single access code will be the assigned number of all FG Access provided to the Customer by the Company. When the access code is used, FG Access switching also provides for dialing the digit 0 for access to the Customer's operator service, 911 for access to emergency service, and/or the end of dialing digit (#) for cut-through access to the Customer's premises. The company will provide originating FG access consistent with dialing parity obligations.

3.4.2.E. Originating 800 FG Access

800 Data Base Access service is a service offering which utilizes originating Trunk side Switched Access Service. When an 8XX + NXX + XXXX call is originated by an End User, the Company will perform Customer identification based on screening the full ten digits of the 8XX number to determine the Customer location to which the call is to be routed.

3.4.2.F. Terminating FG Access

FG Access, when used in the terminating direction, may only be used to access end users who subscribe to the Company's Local Exchange Services. Calls in the terminating direction will not be completed to 950-0XXX or 950-1XXX access codes, local operator assistance (0- and 0+), Directory Assistance (411 or 555-1212) services, codes 611 and 911 and 101XXXX access codes.

Issued: December 23, 2002

Effective: _____

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.4. Access Service Offerings (Cont'd)

3.4.3. Reports and Testing

3.4.3.A. Design Layout Report

At the request of the Customer, the Company will provide to the Customer the makeup of the facilities and services provided from the Customer's Premises to the first point of switching. This information will be provided in the form of a Design Layout Report. The Design Layout report will be provided to the Customer at no charge.

3.4.3.B. Acceptance Testing

At no additional charge, the Company will, at the Customer's request, cooperatively test, at the time of installation, the following parameters: loss, C-notched noise, C-message noise, 3-tone slope, DC continuity and operational signaling.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
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Las Vegas, NV 89121**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5. Access Service Offerings

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5. Access Service Offerings (Cont'd)

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
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Las Vegas, NV 89121**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.5. Access Service Offerings (Cont'd)

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6. Special Access Service

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6. Special Access Service (Cont'd)

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6. Special Access Service (Cont'd)

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6. Special Access Service (Cont'd)

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.7. Miscellaneous Services

3.7.1. Access Order Change

An Access Order Change is a change in the Carrier Customer's service requested subsequent to installation.

3.7.2. Bad Check Charge

If payment for Service is made by a check, draft, or similar instrument (collectively "Check") that is returned to the Company unpaid by a bank or another financial institution for any reason, the Company may bill the Carrier Customer a returned check charge. In addition, the Customer may be required to replace the returned Check with a payment in cash or equivalent to cash, such as a cashier's check, certified check or money order.

3.7.3. Reconnection

Reconnection charges occur where access service to an existing Carrier Customer has been discontinued for proper cause, and the Carrier Customer desires to resume service with the Company. If service has been discontinued for proper cause and where a Customer desires reconnection, the Carrier Customer will be charged a fee to defray the cost of restoring service to the Customer.

3.7.4. Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 4 - RATES AND CHARGES

4.1. Switched Access Service

4.1.1. General

This section contains the specific regulations governing the rates and charges that apply for Switched Access Services.

There are three types of rates and charges that apply to Switched Access Service:

- **Non-Recurring Charges:** One-time charges that apply for a specific work activity.
- **Recurring Charges:** Fixed charges apply each month and depend on the number and types of facilities in place.
- **Usage Charges:** Charges that are applied on a per access minute basis. Usage rates are accumulated over a monthly period.

4.1.2. Rate Categories

4.1.2.A. There are several rate categories which apply to Switched Access Service:

- Blended Carrier Switched Access Originating
- Blended Carrier Switched Access Terminating
- Toll-Free 8XX Data Base Access Service

4.1.2.B. The Company provides originating and terminating service through a single blended rate based on aggregate traffic volumes from the following cost categories.

4.1.2.B.1. Common Line – The Common Line cost category establishes the charges related to the use of Company-provided end user common lines by Customers and End Users for interstate access.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Switched Access Service (Cont'd)

- 4.1.2.B.2. Switched Transport – The Switched Transport cost category establishes the charges related to the transmission and tandem switching facilities between the Customer designated premises and the end office switch(es) where the Customer’s traffic is switched to originate or terminate the Customer’s communications.
- 4.1.2.B.3. End Office Switching – The End Office Switching cost category establishes the charges related to the use of end office switching equipment, the terminations in the end office of end user lines, the termination of calls at Company Intercept Operators or recording, the Signaling Transfer Point (“STP”) costs, and the SS7 signaling function between the end office and the STP.
- 4.1.2.B.4. Toll-Free 8XX Data Base Query – Toll-Free 8XX Data Base Query Charge, will apply for each Toll-Free 8XX call query received at the Company’s (or its provider’s) Toll-Free 8XX data base.
- 4.1.2.B.5. Optional Features – Other optional features may be available on an Individual Case (“ICB”) Basis.

4.1.3. Billing of Access Minutes

When recording originating calls over FG Access with multi-frequency address signaling, usage measurement begins when the first wink supervisory signal is forwarded from the Customer’s facilities. The measurement of originating call usage over FG Access ends when the originating FG Access entry switch receives disconnect supervision from either the originating End User’s Local Switching Center (indicating that the originating End User had disconnected), or the Customer’s facilities, whichever is recognized first by the entry switch.

For terminating calls over FG Access with multi-frequency address signaling, the measurement of access minutes begins when a seizure signal is received from the Carrier’s trunk group at the Point of Presence within the LATA. The measurement of terminating call usage over FG Access ends when a disconnect signal is received, indicating that either the originating or terminating user has disconnected.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Switched Access Service (Cont'd)

4.1.3 Billing of Access Minutes (Cont'd)

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement for terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

4.1.4. Blended Carrier Switched Access

Originating	\$0.096
Terminating	\$0.096

4.1.5. Toll-Free 8XX Data Base Inquiry

Per Query	\$0.0042
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Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 4 – RATES AND CHARGES (Cont'd)

4.2. Dedicated Access Service

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 4 – RATES AND CHARGES (Cont'd)

4.3. Special Access Service

Reserved for Future Use

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 4 – RATES AND CHARGES (Cont'd)

4.4. Miscellaneous Services

4.4.1. Access Order Change

Per Change: \$25.00

4.4.2. Reconnection

Per Reconnection: \$35.00

4.4.3. Bad Check Charge

Per Returned Check: \$25.00

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 5 - LOCAL AND OEAS TRAFFIC EXCHANGE AND TERMINATION

5.1. General

This section establishes the methodology for the exchange and termination of local and OEAS traffic for carriers that do not have an interconnection agreement with the Company.

5.2. Ordering Conditions

The Customer may order local and OEAS traffic exchange and termination through a Constructive Order, as defined herein, or through an ASR. The formal and terms of the ASR will be specified in the Industry Access Service Order Guidelines, unless otherwise specified herein.

5.3. Local and OEAS Traffic Compensation

Local and OEAS traffic exchange will be conducted under a Bill and Keep arrangement. All local traffic will be exchange under a Meet Point Billing Arrangement which utilizes Category 92 summary usage record exchange, unless and until either the Commission or FCC requires an alternative approach for the exchange of usage information for such traffic for use by all industry participants pursuant to which the Company and the Terminating Carriers shall recover the costs of transporting and terminating such traffic on their networks from other parties in accordance with the then applicable regulations, including to the extent practicable, any Internet Service Provider access charge exemption. This provision does not apply to access traffic, transit traffic, or wireless traffic.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

TC03-022

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

TYSONS CORNER

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January 9, 2003

RECEIVED

JAN 10 2003

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

VIA FEDERAL EXPRESS

Ms. Debra Elofson
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Re: Switched Access Tariff of NOS Communications, Inc.

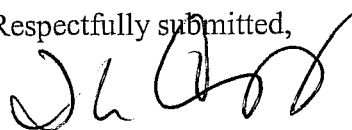
Dear Ms. Elofson:

Enclosed for filing with the South Dakota Public Utilities Commission ("Commission"), please find an original and ten (10) copies of page 53 of the switched access tariff of NOS Communications, Inc. ("NOS"). This is a replacement page for the tariff we initially filed on December 23, 2002. Based on my discussions with Keith Senger, it is my understanding that we need not file the entire tariff again.

Also enclosed are an original and ten (10) copies of a petition for waiver of ARSD 20:10:27:07, ARSD 20:10:27:12, and approval of NOS's switched access tariff.

Also enclosed please find a duplicate copy of the tariff and a self-addressed, postage-paid envelope. Please date-stamp the duplicate copy and return it in the envelope provided. Do not hesitate to call me if you have questions about this filing.

Respectfully submitted,



Tamara E. Connor

Enclosures

SECTION 4 – RATES AND CHARGES (Cont'd)

4.1 Switched Access Service (Cont'd)

4.1.3 Billing of Access Minutes (Cont'd)

When recording originating calls over FG Access with SS7 signaling, usage measurement begins with the transmission of the initial address message by the switch for direct trunk groups and with the receipt of an exit message by the switch for tandem trunk groups. The measurement of originating FG Access usage ends when the entry switch receives or sends a release message, whichever occurs first.

For terminating calls over FG Access with SS7 signaling, the measurement of access minutes begins when the terminating recording switch receives the initial address message from the terminating End User. On directly routed trunk groups, the Company switch receives the initial address message and sends the indication to the Customer in the form of an answer message. The measurement for terminating FG Access call usage ends when the entry switch receives or sends a release message, whichever occurs first.

4.1.4. Blended Carrier Switched Access

Originating	\$0.060905
Terminating	\$0.060905

4.1.5. 8XX Database Access Service

4.1.5.A. 800 Carrier Identification Charge

per call	\$0.003312
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4.1.5.B. Vertical Features

4.1.5.B.1. POTS Translation Charge

per call	\$0.003665
----------	------------

4.1.5.B.2. Call Handling & Destination Feature Charge

per query	\$0.000694
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Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

**Before the
STATE OF SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

In the Matter of the Petition of)	
)	
NOS Communications, Inc.)	
)	
for a Waiver of ARSD 20:10:27:07)	TC03-
Requiring the Development of Company-)	
Specific Cost-Based Switched Access)	
Rates; a Waiver of ARSD 20:10:27:12, so)	
as to Mirror Qwest Corporation Tariffed)	
Access Rates, and Approval of its Proposed)	
Switched Access Tariff)	

PETITION

COMES NOW NOS Communications, Inc. (“NOS” or “Petitioner”), pursuant to ARSD 20:10:27:02 and 20:10:27:11, and shows the South Dakota Public Utilities Commission the following:

I. PARTIES

The Petitioner is NOS Communications, Inc., 4380 Boulder Highway, Las Vegas, Nevada 89121. All notices, pleadings, and other communications concerning this Petition should be directed to:

Tamara E. Connor
Kelley Drye & Warren LLP
8000 Towers Crescent Drive
Suite 1200
Vienna, Virginia 22182
Telephone (703) 918-2311
Facsimile (703) 918-2450
tconnor@kelleydrye.com

II. FACTS

- A. NOS received a certificate of authority to provide local exchange service in South Dakota in Commission Order TC01-043 on September 14, 2001.
- B. NOS requests a waiver of the requirement contained in ARSD 20:10:27:07 to file cost data in support of its switched access service tariff for the following reasons:
1. NOS is a small company with limited financial, technical, and managerial resources.
 2. NOS does not have the necessary resources to determine company-specific cost-based intrastate switched access rates.
 3. The additional costs associated with developing company-specific cost-based intrastate switched access rates outweigh any benefit to the consumer or customer.
 4. NOS provides service through the unbundled network element platform (“UNE-P”) obtained from Qwest Communications, the incumbent local exchange company (“ILEC”).
 5. Because NOS obtains all of its switched access elements from the ILEC, its costs for switched access service elements are at least as much as the ILEC’s costs for those elements.
 6. NOS proposes to mirror the intrastate switched access rates of the ILEC contained in the Qwest South Dakota Access Service Tariff, Sections 3.9 and 6.8.

7. The use of rates identical to the ILEC's rates for intrastate switched access will result in less confusion to carrier customers and to customers that review and evaluate the companies' rates for provision of switched access services.
- C. NOS requests a waiver of ARSD 20:10:27:12 for the following reasons:
1. ARSD 20:10:27:12 would require NOS to base its intrastate switched access rates on the costs of all the South Dakota telecommunications companies with fewer than 100,000 access lines.
 2. Under ARSD 20:10:27:12, NOS would be required to charge a substantially higher intrastate switched access rate than the ILEC.
 3. The Petitioner's proposed South Dakota switched access rates follow the Federal Communications Commission guidelines that generally prohibit switched access rates (albeit *interstate* rates) higher than those charged by the ILEC. *In the Matter of Access Charge Reform, Seventh Report and Order and Further Notice of Proposed Rulemaking*, FCC 01-146 (rel. Apr. 27, 2001).
- D. NOS requests expedited approval of its proposed tariff with an effective date as early as permitted by South Dakota statutes and Commission rules.
1. The Petitioner's proposed switched access rates mirror the ILEC's rates contained in the Qwest South Dakota Access Service Tariff, Sections 3.9 and 6.8.
 2. The ILEC's rates have been reviewed and approved by this Commission.

3. The Petitioner's proposed South Dakota switched access rates follow Federal Communications Commission guidelines that generally prohibit switched access rates (albeit *interstate* rates) higher than those charged by the ILEC. *In the Matter of Access Charge Reform, Seventh Report and Order and Further Notice of Proposed Rulemaking*, FCC 01-146 (rel. Apr. 27, 2001).

III. LEGAL AUTHORITY

Because the proposed tariff is an intrastate switched access tariff, the Public Utilities Commission has jurisdiction over this matter; authority to temporarily waive or suspend any rule in Chapters 20:10:27 to 20:10:29, inclusive; and authority to waive company-specific cost-based switched access rates pursuant to SDCL Chapter 49-1-11, 49-31-5, and 49-31-18, and ARSD 20:10:27:01 et seq.

IV. RELIEF REQUESTED

NOS respectfully requests (1) waiver of the requirement to develop company-specific cost-based switched access rates under ARSD 20:10:27:07; (2) waiver of the requirement under ARSD 20:10:27:12 to base its switched access rates on the costs of all of the telecommunications companies with fewer than 100,000 access lines; (3) approval of its proposed intrastate switched access tariff containing rates that mirror Qwest's South Dakota switched access rates; and (4) expedited approval of its proposed switched access

tariff with an effective date as early as allowed by South Dakota statutes and Commission rules.

Dated: January 9, 2003

Respectfully submitted,

NOS COMMUNICATIONS, INC.

By:



Danny E. Adams
Tamara E. Connor
Kelley Drye & Warren LLP
8000 Towers Crescent Drive, Suite 1200
Vienna, Virginia 22182
(703) 918-2300 telephone
(703) 918-2450 facsimile
tconnor@kelleydrye.com

South Dakota Public Utilities Commission
WEEKLY FILINGS

For the Period of January 9, 2003 through January 15, 2003

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

CONSUMER COMPLAINTS

**CN03-001 In the Matter of the Complaint filed by Veda J. Boxwell, Sioux Falls, South Dakota,
against MidAmerican Energy Company Regarding Billing.**

Complainant states that after selling her property at 1000 N. Minnesota, she contacted MidAmerican and asked that it remove her name from the billing at this address and to inquire about what her final bill would be. In January 2003, Complainant requested that MidAmerican put her name on the billing address at 3316 N. 9th Ave. MidAmerican told her that it could not put her name on the account because she had service in her name at 1000 N. Minnesota and had an outstanding bill of \$240.00. Complainant requests that service be removed from her name at 1000 N. Minnesota, effective January 15, 2002, that the outstanding bill at this address be removed from her name and that she be allowed service in her name at 3316 N. 9th Ave., effective immediately.

Staff Analyst: Mary Healy
Staff Attorney: Karen Cremer
Date Docketed: 01/10/03
Intervention Deadline: N/A

**CT03-001 In the Matter of the Complaint filed by Berdell Kinsley, Springfield, South Dakota,
against BroadWing Telecommunications, Inc. Regarding Unauthorized Switching of
Services.**

Complainant states that his service was switched without his authorization. Complainant requests a payment of \$800.00 for the unauthorized switch and reimbursement of expenses to attend a hearing.

Staff Analyst: Mary Healy
Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Intervention Deadline: N/A

ELECTRIC

**EL03-002 In the Matter of the Filing by Otter Tail Power Company for Approval of a Contract
with Deviations with the City of DeSmet.**

Application by Otter Tail Power Company for approval of a contract with deviations with the City of DeSmet. The current municipal contract providing electrical service expires February 1, 2003. The new contract contains rates that are not otherwise tariffed.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/14/03
Intervention Deadline: 01/24/03

NATURAL GAS

NG03-001 In the Matter of the Filing by MidAmerican Energy Company for Approval of its 2002 Economic Development Report and its 2003 Economic Development Plan.

Application by MidAmerican Energy Company for approval of its 2002 Economic Development Report and 2003 Economic Development Plan in accordance with the Settlement Stipulation in Docket NG01-010. The Settlement Stipulation specifies that economic development expenses up to \$100,000 shall be equally paid by ratepayers (\$50,000) and shareholders (\$50,000) and that MidAmerican's programs will be submitted for approval on an annual basis.

Staff Analyst: Dave Jacobson
Staff Attorney: Karen Cremer
Date Docketed: 01/15/03
Intervention Deadline: 01/31/03

TELECOMMUNICATIONS

- TC03-002 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and Advanced Telecom Group, Inc.**
- TC03-003 In the Matter of an Agreement between U S WEST Communications, Inc., Qwest Communications International, Inc. and AT&T Corporation, AT&T Communications of the Midwest, Inc., AT&T Communications of the Mountain States, Inc., AT&T Communications of the Pacific Northwest, Inc. and AT&T Broadband Services, Inc. dba AT&T Cable Services and Teleport Communications Group, Inc. dba AT&T Local Services.**
- TC03-004 In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation and Black Hills FiberCom, L.L.C.**
- TC03-005 In the Matter of a Confidential Settlement Document in Letter Format between U S WEST, Inc. and McLeodUSA.**
- TC03-006 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.**
- TC03-007 In the Matter of a Confidential Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA Telecommunications Services, Inc.**
- TC03-008 In the Matter of a Letter Agreement between Qwest Corporation and McLeodUSA Incorporated.**
- TC03-009 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.**
- TC03-010 In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.**

- TC03-011 **In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.**
- TC03-012 **In the Matter of a Subject to Rule of Evidence 408, Purchase Agreement between Qwest Communications Corp. and McLeodUSA Telecommunications Services, Inc.**
- TC03-013 **In the Matter of a Subject to Rule of Evidence 408, Confidential Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA Incorporated.**
- TC03-014 **In the Matter of a Subject to Rule of Evidence 408, Amendment to Confidential Billing Settlement Agreement between Qwest Corporation and McLeodUSA, Inc.**
- TC03-015 **In the Matter of a Confidential Agreement to Provide Directory Assistance Database Entry Services between Qwest Corporation and McLeodUSA Telecom Development, Inc.**
- TC03-016 **In the Matter of a Confidential Billing Settlement Agreement between Qwest Corporation, successor to U S WEST Communications, Inc., and McLeodUSA Telecommunications Services, Inc.**
- TC03-017 **In the Matter of a Confidential Billing Settlement Agreement between Qwest Communications Corporation and McLeodUSA Telecommunications Services, Inc.**
- TC03-018 **In the Matter of a Memorandum of Understanding between Qwest Corporation and Z-Tel Communications, Inc.**

The above 17 Agreements were filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether these Agreements were a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, these dockets were opened for the purpose of receiving a Commission ruling on whether these Agreements should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. Qwest has requested confidential treatment of the contents of these Agreements pursuant to ARSD chapter 20:10:01. Any party wishing to comment on these Agreements may do so by filing written comments with the Commission and the parties to these Agreements no later than February 5, 2003. Parties to these Agreements may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Initial Comments Due: 02/05/03

- TC03-019 **In the Matter of a U S WEST Service Level Agreement with Covad Communications Company Unbundled Loop Services between U S WEST Network Complex Services and Covad Communications Company.**

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the

mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, Qwest f/k/a U S WEST, agreed to make demonstrable improvements to its provisioning service performance on unbundled loops, in order to reach service quality standards as set forth in the Agreement. Covad agreed to withdraw its opposition to the U S WEST/Qwest merger in return. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 5, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Initial Comments Due: 02/05/03

TC03-020 In the Matter of a Subject to Rule of Evidence 408, Confidential Billing Settlement Agreement between U S WEST Communications, Inc. and McLeodUSA, Inc.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According to the Agreement, in consideration for McLeodUSA's withdrawal from the dockets related to the U S WEST/Qwest merger, Qwest f/k/a U S WEST agreed to pay McLeodUSA a fixed sum for the settlement of disputes involving nonblocked Centrex service, subscriber list information and miscellaneous billing disputes. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 5, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Initial Comments Due: 02/05/03

TC03-021 In the Matter of a Confidential Agreement in Letter Format between Qwest Communications International, Inc. and McLeodUSA Incorporated.

This Agreement was filed with the Commission on 06/13/02, as a confidential exhibit to the Affidavit of Todd Lundy in Docket TC01-165. On 11/22/02, in the Order Regarding the Public Interest, the Commission ruled that the issue of whether this Agreement was a mandatory filing should be considered separate from the TC01-165 docket. Pursuant to that Order, this docket was opened for the purpose of receiving a Commission ruling on whether this agreement should have been filed pursuant to the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. According the Agreement, the parties agreed to (1) develop an implementation plan by which the parties agree to implement their interconnection agreements, (2) arrange quarterly meetings to address unresolved and/or anticipated business issues, and (3) establish and follow escalation procedures to facilitate and expedite business-to-business dispute resolutions as set forth in the Agreement. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 5, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Initial Comments Due: 02/05/03

TC03-022 In the Matter of the Filing by NOS Communications, Inc. for Approval of its Intrastate Switched Access Tariff and for an Exemption from Developing Company Specific Cost-Based Switched Access Rates.

On January 10, 2003, NOS Communications, Inc. filed a request for approval of switched access rates with consideration of ARSD 20:10:27:07 being waived. The Applicant has also requested a waiver of ARSD 20:10:27:12. NOS Communications, Inc. intends to mirror the switched access tariffed rates of Qwest.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/10/03
Intervention Deadline: 01/31/03

TC03-023 In the Matter of the Filing for Approval of a Boundary Change between Valley Telecommunications Cooperative Association, Inc. and Venture Communications Cooperative.

Valley Telecommunications and Venture Communications have filed a joint petition proposing changes to several exchange boundaries. The proposed exchange boundaries affect the following exchanges: Glenham/Selby, Mound City/Selby, Eureka/Selby, Hosmer/Bowdle, Ipswich/Roscoe.

Staff Analyst: Michele M Farris
Staff Attorney: Karen Cremer
Date Docketed: 01/13/03
Intervention Deadline: 01/31/03

TC03-024 In the Matter of the Filing for Approval of a Line Information Data Base Storage Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Line Information Data Base Storage Agreement between U S WEST (now Qwest) and Black Hills FiberCom, L.L.C. According to the parties, the agreement is a negotiated agreement which sets forth the terms, conditions, and prices under which U S WEST agreed to offer and provide to any requesting CLEC network interconnection, access to unbundled network elements, ancillary services and telecommunications services available for resale within the geographical areas in which U S WEST was providing local exchange services at that time and for which U S WEST was the incumbent local exchange carrier within the state of South Dakota for purposes of providing local telecommunications services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-025 In the Matter of the Filing for Approval of a Common Channel Signaling Network Interconnection Agreement Switched Access Services between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The agreement is a 1999 Common Channel Signaling Network Interconnection Agreement Switched Access Services. According to the parties, the agreement is a negotiated agreement which describes the terms and conditions under which the parties agree to permit their customers to use line number telephone calling cards to initiate calls and also to permit their customers to bill calls to accounts associated with cards, collect, bill to third number and public telephone check for the specific number. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-026 In the Matter of the Filing for Approval of an Internetwork Calling Name Delivery Service Agreement (ICNAM Service) between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Internetwork Calling Name Delivery Service Agreement ("ICNAM Service") which provides the terms and conditions under which U S WEST (now Qwest) will provide ICNAM services to BHFC, thereby transporting Calling Name data between the parties' databases. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-027 In the Matter of the Filing for Approval of a Custom Local Area Signaling Services (CLASS) Network Interconnection Agreement between U S WEST Communications, Inc. and Black Hills FiberCom, L.L.C.

On January 13, 2003, the Commission received a filing of an Agreement between U S WEST Communications, Inc. n/k/a Qwest Corporation and Black Hills FiberCom, L.L.C. (BHFC) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 1999 Custom Local Area Signaling Services ("CLASS") Network interconnection Agreement which describes the terms and conditions under which the parties agreed to provide each other access to interconnect their respective networks for the provision of intraLATA CLASS in compliance with the Common Channel Signaling Network ("CCSN") Interconnection Agreement for switched access services. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-028 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation (Qwest) and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-029 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and McLeodUSA Telecom Development, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and McLeodUSA Telecom Development, Inc. (McLeodUSA) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2001 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-030 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (WSP - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to

obtain from the other certain technical and business information related to wireless network usage data under terms that will protect the confidential and proprietary nature of such information. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-031 In the Matter of the Filing for Approval of a Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC) between Qwest Corporation and Midcontinent Communications, Inc.

On January 13, 2003, the Commission received a filing of an Agreement between Qwest Corporation and MidContinent Communications) for a determination of whether the agreement fell within the mandatory filing requirements of section 252(e)(1) of the 1996 Telecommunications Act. The Agreement is a 2002 Transit Record Exchange Agreement to Co-Carriers (Wireline - Transit Qwest - CLEC). According to the parties, the Agreement is a negotiated agreement made in order for each party to obtain from the other certain technical and business information related to wireline network usage data under terms that will protect the confidential and proprietary nature of such information. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 3, 2003. Parties to the agreement may file written responses to the comments no later than twenty days after the service of the initial comments.

Staff Attorney: Kelly Frazier
Date Docketed: 01/13/03
Initial Comments Due: 02/03/03

TC03-032 In the Matter of the Application of Alticomm, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

Alticomm, Inc. is seeking a Certificate of Authority to provide interexchange and local exchange telecommunication services in South Dakota. The applicant intends to provide a full range of services on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Kelly Frazier
Date Docketed: 01/14/03
Intervention Deadline: 01/31/03

TC03-033 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and FiberComm, L.C.

On January 15, 2003, the Commission received for approval a filing of an Amendment to an Interconnection Agreement between Qwest Corporation (Qwest) and FiberComm, L.C. (FiberComm). According to the parties, the Amendment is a negotiated amendment to the Agreement between the parties approved by the Commission in Docket TC01-020 which became effective July 12, 2001. The Amendment is made in order to add terms and conditions for the Special Request Process as set forth in Exhibit B attached to the Amendment. Any party wishing to comment on the agreement may do so by filing written comments with the Commission and the parties to the agreement no later than February 4, 2003. Parties to the agreement may file written responses to the comments no later than twenty days

after the service of the initial comments.

Staff Attorney: Kelly Frazier

Date Docketed: 01/15/03

Initial Comments Due: 02/04/03

TC03-034 In the Matter of the Application of Business Network Long Distance, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Business Network Long Distance, Inc. has filed an application with the South Dakota Public Utilities Commission for a Certificate of Authority to provide interexchange services in South Dakota. The applicant intends to provide resold interexchange services, including 1+ and 101XXXX outbound dialing, 800/888 toll-free inbound dialing, directory assistance, data services, and travel card services throughout South Dakota.

Staff Analyst: Michele M. Farris

Staff Attorney: Karen Cremer

Date Docketed: 01/15/03

Intervention Deadline: 01/31/03

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TC03-022

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February 10, 2003

VIA FEDERAL EXPRESS

Ms. Debra Elofson
Executive Director
South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RECEIVED
FEB 11 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Switched Access Tariff of NOS Communications, Inc.

Dear Ms. Elofson:

Enclosed for filing with the South Dakota Public Utilities Commission ("Commission"), please find an original and ten (10) copies of pages 12, 13 and 14 of the switched access tariff of NOS Communications, Inc. ("NOS"). These are replacement pages for the tariff we initially filed on December 23, 2002. The new tariff pages reflect revisions requested by Keith Senger in a letter dated January 28, 2003.

In response to Mr. Senger's question concerning a waiver of the requirement contained in ARSD 20:10:27:07 to file cost data in support of its switched access service tariff, NOS agrees with staff's request to limit such waiver for a period of three (3) years. Thus, in three (3) years NOS will be required to either file cost-based rates or request another waiver.

VIA FEDERAL EXPRESS

February 10, 2003

Page Two

Also enclosed please find a duplicate copy of the tariff pages and a self-addressed, postage-paid envelope. Please date-stamp the duplicate copy and return it in the envelope provided. Do not hesitate to call me if you have questions about this filing.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T Connor', written in a cursive style.

Tamara E. Connor

Enclosures

RECEIVED

SECTION 2 - RULES AND REGULATIONS (Cont'd)

FEB 11 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

2.3. Limitations of Liability

- 2.3.1. Because the Company has no control of communications content transmitted over its system, and because of the possibility of errors incident to the provision and use of its service, service furnished by the Company is subject to the terms, conditions and limitations herein specified.
- 2.3.2. The Company is not liable to Carrier Customers for interruptions in service except as set forth in SDCL 49-13-1, 49-13-1.1 and any other applicable law.
- 2.3.3. The liability of the Company for errors in billing that result in overpayment by the Carrier Customer shall be limited, unless otherwise ordered by the Commission, to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- 2.3.4. Except in instances of negligence or willful misconduct, the Company shall not be liable for and the Carrier Customer shall indemnify and hold the Company harmless against any claims for loss or damages involving:
 - 2.3.4.A. Any act or omission of: (i) the Carrier Customer; or (ii) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company;
 - 2.3.4.B. Interruptions or delays in transmission, or errors or defects in transmission, or failure to transmit when caused by or as a result of acts of God, fire, war, riots, government authorities or causes beyond the Company's control;
 - 2.3.4.C. Any unlawful or unauthorized use of the Company's facilities and services;
 - 2.3.4.D. Libel, slander or infringement of copyright arising directly or indirectly from content transmitted over facilities provided by the Company;
 - 2.3.4.E. Infringement of patents arising from combining apparatus and systems of the User with facilities provided by the Company;
 - 2.3.4.F. Claims arising out of any act or omission of the User in connection with service provided by the Company.

Issued: December 23, 2002

Effective: _____

By: **Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.4 (Cont'd)

2.3.4.G. Breach in the privacy or security of communications transmitted over the Company's facilities;

2.3.4.H. Changes in any of the facilities, operations or procedures of the Company that: (1) render any equipment, facilities or services provided or utilized by the Carrier Customer obsolete; (2) require modification or alteration of such equipment, facilities or services; or (3) otherwise affect use or performance of such equipment, facilities or services except where reasonable notice is required by the Company and is not provided to the Carrier Customer.

2.3.4.I. Defacement of or damage to the Carrier Customer's Premises or property resulting from the furnishing of services or equipment to such Premises or the installation or removal thereof.

2.3.4.J. Any wrongful act of a Company employee where such act is not authorized by the Company and is not within the scope of the employee's responsibilities for the Company;

2.3.4.K. Any noncompleted Calls due to network busy conditions; and

2.3.4.L. Any Calls not actually attempted to be completed during any period that service is unavailable.

2.3.5. Reserved for future use.

2.3.6. The Company assumes no responsibility for the availability or performance of any facilities under the control of other entities that are used to provide service to the Carrier Customer.

2.3.7. Reserved for future use.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3. Limitations of Liability (Cont'd)

2.3.8. Reserved for future use.

2.3.9. Reserved for future use.

Issued: December 23, 2002

Effective: _____

**By: Tariff Administrator
NOS Communications, Inc.
4380 Boulder Highway
Las Vegas, NV 89121**

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

IN THE MATTER OF THE FILING BY NOS) COMMUNICATIONS, INC. FOR APPROVAL OF) ITS INTRASTATE SWITCHED ACCESS TARIFF) AND FOR AN EXEMPTION FROM) DEVELOPING COMPANY SPECIFIC COST-) BASED SWITCHED ACCESS RATES)	ORDER GRANTING PETITION FOR WAIVER TC03-022
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On December 23, 2002, the Public Utilities Commission (Commission) received a petition from NOS Communications, Inc. (NOS) for approval of its intrastate switched access tariff. Additionally, on January 10, 2003, NOS requested an exemption from the requirement to develop intrastate switched access rates based on company specific costs and a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates. NOS also requested a waiver of ARSD 20:10:27:07. On February 11, 2003, the Commission received revised tariff pages 12, 13 and 14 from NOS

On February 20, 2003, the Commission considered NOS' request for approval of its intrastate switched access tariff, an exemption from establishing switched access rates based on company specific costs, and a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates. The Commission has jurisdiction over this matter pursuant to SDCL 49-31-18, 49-31-19, ARSD 20:10:27:11 and ARSD 20:10:27:12. The Commission voted to grant the petition for exemption from developing company specific cost-based switched access rates pursuant to ARSD 20:10:27:11, grant a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates, grant a waiver of ARSD 20:10:27:07, and approve NOS' intrastate switched access tariff, as revised. The Commission further ordered that NOS, within three years of the date of this Order, file a petition to continue the exemption granted in this proceeding or file cost-based rates. The Commission voted to grant the petition for exemption as conditioned herein and approve the tariff, as revised. It is therefore

ORDERED, that NOS' petition to be exempt from establishing company specific cost-based switched access rates is granted, its request for a waiver of the use of the formula in ARSD 20:10:27:12, so as to mirror the Qwest Corporation tariffed access rates is granted, its intrastate switched access tariff, as revised, is approved, and the Commission granted a waiver of ARSD 20:10:27:07; and it is further

ORDERED, that NOS shall, within three years of the date of this order, file a petition to continue the exemption granted in this proceeding or file cost-based intrastate switched access rates.

Dated at Pierre, South Dakota, this 7th day of March, 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>Rebecca Kaelo</u>
Date:	<u>3/11/03</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

Robert K. Sahr
ROBERT K. SAHR, Chairman

Gary Hanson
GARY HANSON, Commissioner

James A. Burg
JAMES A. BURG, Commissioner