

TC03-043

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

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RECEIVED

JAN 30 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

Ms. Pam Bonrud, Executive Secretary
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501

RE: Convergia, Inc. ("Company") - Application for a Certificate of Public Convenience and Necessity

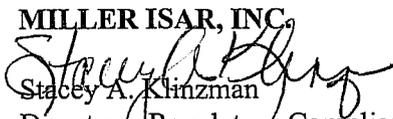
Dear Ms. Bonrud:

Enclosed for filing please find an original and ten (10) copies of the Company's Application for a Certificate of Public Convenience and Necessity to provide intrastate long distance telecommunications services within the State of South Dakota and proposed tariff. Also enclosed is a check in the amount of \$250.00 to cover the cost of filing.

The Company has submitted, in a sealed envelope, labeled "Confidential," one (1) copy of the financial statements requested in ARSD Section 20:10:24:02(8) as Exhibit B to the original application. The Company requests that the Commission treat the financials as confidential information, to be reviewed by South Dakota Public Utilities Commission staff only in the performance of their governmental duties.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this transmittal letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me via the telephone or facsimile number above, or by electronic mail at sklinzman@millerisar.com.

Sincerely,

MILLER ISAR, INC.

Stacey A. Klinzman
Director Regulatory Compliance

Enclosures

cc: Elena Marciante, Convergia, Inc.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of Convergia, Inc. for)
Registration as a Provider of) No. _____
Intrastate Telecommunications)
Service on a Resold Basis in the)
State of South Dakota.)

RECEIVED

JAN 30 2003

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

APPLICATION

Convergia, Inc. ("Applicant"), a privately-held corporation, organized under the laws of the British Virgin Islands, hereby applies for registration as a provider of intrastate telecommunications services within the State of South Dakota on a resold basis, pursuant to SDCL 49-31-3 and ARSD 20:10:24:02. In support of its Application, Applicant provides the following information:

(1) Section 20:10:24:02(1). Applicant's name, address, telephone number and facsimile number are:

Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec
H9R 5C7 Canada
Telephone: (514) 693-6300
Facsimile: (514) 693-6354

(2) Section 20:10:24:02(2). Applicant will provide service as Convergia, Inc.

(3) Section 20:10:24:02(3)

(a). Applicant is a privately-held corporation organized under the laws of the State of Delaware on May 15, 2000. A copy of Applicant's Articles of Incorporation is attached as **Exhibit A**.

(3) Section 20:10:24:02(3), Continued

(b). Applicant will not establish an office in the State of South Dakota. Its current registered agent is:

CT Corporation
319 South Coteau Street
Pierre, South Dakota 57501

(c). Applicant is a wholly owned subsidiary of:

Telsocomm Investments Inc.
P.O. Box71
Craigmuir Chambers
Road Town, Tortola
British Virgin Islands

(4) Section 20:10:24:02(4). Applicant is not a partnership.

(5) Section 20:10:24:02(5). Applicant offers switched and dedicated "One Plus" service, switched and dedicated toll-free service and postpaid and prepaid calling card services. Applicant's services are meant to compete directly with services provided by other interexchange carriers authorized to provide such services by the Commission. Applicant's services will be available to customers twenty-four (24) hours per day, seven (7) days per week, at rates, terms and conditions set by Applicant. Applicant does not propose to offer alternative operator services.

(6) Section 20:10:24:02(6). As a non-facilities-based provider of telecommunications services, Applicant relies solely on the networks of its underlying carriers for local access, switching and transport. Applicant proposes to use one or more of the following companies as its underlying carriers: Qwest, Global Crossing or Worldcom. Applicant's service will be available twenty-four (24) hours per day, seven (7) days per week.

(7) Section 20:10:24:02(7). Applicant's service will be available throughout the entire State of South Dakota. As such, it is not limited by "service boundaries". No map is included, accordingly.

(8) Section 20:10:24:02(8). Applicant's financial statements are attached as **Exhibit B**. Applicant will require no additional debt to finance its operations in South Dakota. As a privately-held corporation, Applicant does not issue an annual report nor report to stockholders. Applicant's terms and conditions of service are included in its tariff, attached as **Exhibit C**.

(9) Section 20:10:24:02(9). Official point of contact for the ongoing operations of the company and customer complaints/inquiries from the Commission is:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec
H9R 5C7 Canada
Telephone: (514) 693.6300
Facsimile: (514) 693.6354
E-mail: steve.roussos@convergia.com

(9) Section 20:10:24:02(9)., Continued

Customers may contact Applicant's customer service department directly at (800) 293.7778. Customer service representatives are available from 8:00 a.m. to 8:00 p.m. Eastern time, Monday through Saturday. Customer service representatives have access to all customer billing and payment records and are authorized to grant appropriate credits and refunds to customers if customers experience a bad connection or dial a wrong number. The Customer has 180 days to dispute charges on a bill. Customer may request, and the Company will perform, an in-depth review of the disputed amount. If there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Dakota Public Utilities Commission for its investigation and decision.

(10) Section 20:10:24:02(10). Applicant holds intrastate operating authority in Arkansas, Colorado, Indiana, Idaho, Iowa, Kentucky, Maine, Massachusetts, Michigan, Minnesota, Montana, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oregon, Rhode Island, Utah, Virginia, Wisconsin and Wyoming, and plans to make application for authority in all remaining states except Alaska. In no instance has any of Applicant's applications been suspended or rejected. The applicant is in good standing with the regulatory agencies in the states where it is registered or certified.

(11) Section 20:10:24:02(11). Applicant markets its services to prospective residential and business customers via inside salespeople, independent agents and direct mail. Applicant is solely responsible for development of all marketing material provided to prospective customers. Direct mailing materials are not available at this time.

(12) Section 20:10:24:02(12). Not applicable. Applicant's service is a competitive service.

(13) Section 20:10:24:02(13). Applicant's federal tax identification number is: 98-0347974.

(14) Section 20:10:24:02(14). Applicant has no filed complaints with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.

(15) Section 20:10:24:02(15). Applicant respectfully requests the Commission to grant it a waiver of those rules the Commission grants to other competitive service providers in the ordinary course.

(16) Section 20:10:24:02(16). Additional Information:

(a) Applicant submits the following reasons in support of its belief that the public interest will be served by the approval of this Application:

(1) Applicant's proposed intrastate services are developed to serve the long distance needs of customers who cannot otherwise realize similar cost savings through major carriers.

(2) While providing its customers with cost advantages realized by the resale of communications facilities, Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage and provide greater revenues for local exchange carriers by way of additional access purchase through other carriers.

(3) Commission approval of this Application will bring the following long-term benefits to the public:

- (a) greater value to customers through lower priced, better quality services;
- (b) innovative telecommunications services;
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources as well as increased diversification and reliability in the supply of telecommunications services;
- (e) an additional tax revenue source for the State of South Dakota; and
- (f) additional access revenues to local exchange providers.

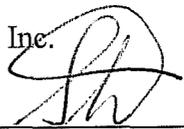
(b) The current Convergia management team is comprised of well-experienced business professionals who bring a global vision and deep resources to Convergia.

A summary of Applicant's senior management's experience is attached as **Exhibit D**.

(Signature Next Page)

WHEREFORE, Convergia, Inc. respectfully requests the South Dakota Public Utilities Commission grant Certificate of Public Convenience and Necessity authorizing the provision of competitive intrastate telecommunications resale services within the State of South Dakota.

Respectfully submitted this 10 day of January, 2003.

Convergia, Inc.
By: 
Steve Roussos
Chief Financial Officer
237 Hymus Boulevard
Pointe Claire, Quebec
H9R 5C7 Canada
(800) 293-7778

Miller Isar, Inc.
7901 Skansie Ave., Suite 240
Gig Harbor, Washington 98335
(253) 851-6700

Applicant's Regulatory Consultants

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of Convergia, Inc. for)
Registration as a Provider of) No. _____
Intrastate Telecommunications)
Service on a Resold Basis in the)
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LIST OF EXHIBITS

EXHIBIT A ARTICLES OF INCORPORATION

EXHIBIT B FINANCIAL STATEMENTS

EXHIBIT C PROPOSED TARIFF

EXHIBIT D SENIOR MANAGEMENT EXPERIENCE

EXHIBIT E CERTIFICATE OF AUTHORITY

EXHIBIT A

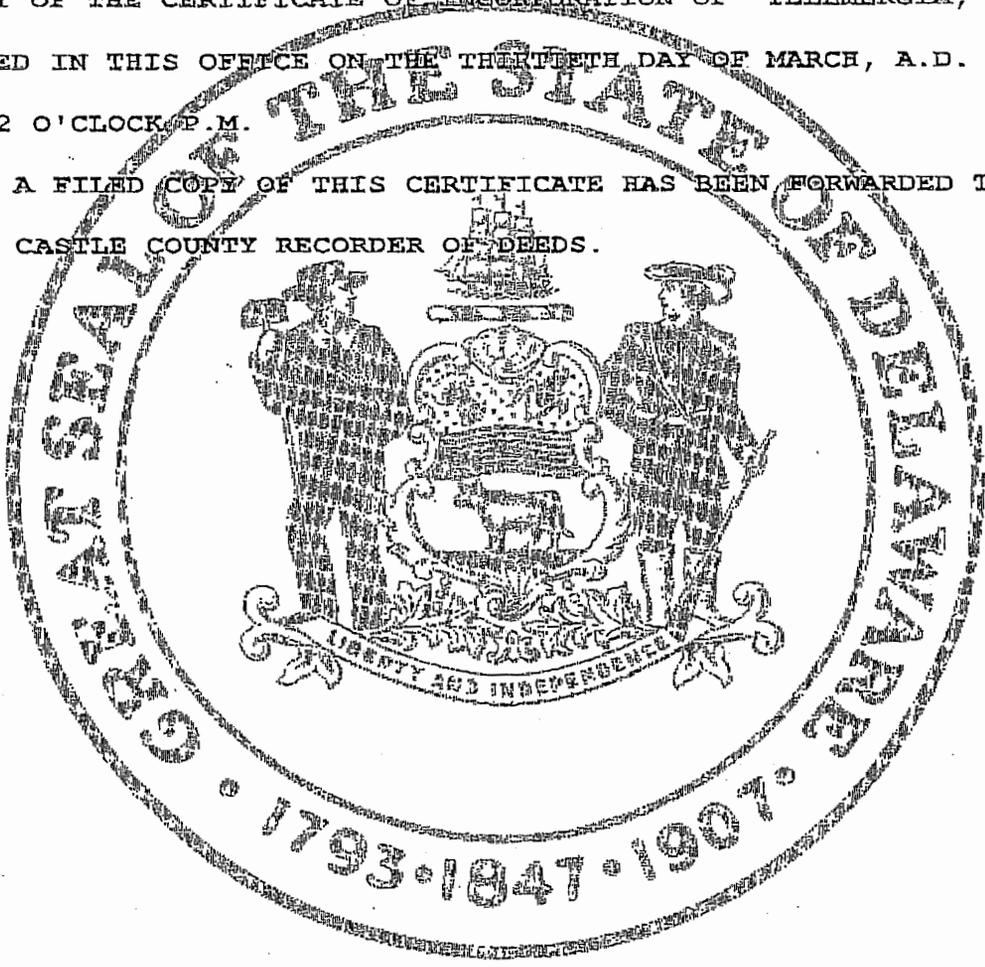
ARTICLES OF INCORPORATION
(Attached)

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TELEMERGIA, INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF MARCH, A.D. 2000, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3199482 8100

AUTHENTICATION: 0352426

001163350

DATE: 03-31-00

FROM LATHAM & ATKINS WASH. DC #
(THU) 3. 30' 00 13:56/13:50/NO. 4261783341 P 4

CERTIFICATE OF INCORPORATION

OF

TELEMERGIA, INC.

FIRST: The name of the corporation (hereinafter sometimes referred to as the "Corporation") is:

Telemergia, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The aggregate number of all classes of shares which the Corporation shall have the authority to issue is three thousand (3,000) shares of common stock, with no par value.

No holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or preemptive right to subscribe for, purchase or receive any share of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe for or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time or from time to time be issued, sold or offered for sale by the Corporation; provided, however, that in connection with the issuance or sale of any such shares or securities, the Board of Directors of the Corporation may, in its sole

FROM: LATHAM & WATKINS WASH. DC #4
(THU) 3. 30. 06 13:57/13:50/NO. 4261-783341 P 5

discretion, offer such shares or securities, or any part thereof, for purchase or subscription by the holders of shares of the Corporation, except as may otherwise be provided by this Certificate of Incorporation, as amended from time to time.

At all times, each holder of common stock of the Corporation shall be entitled to one vote for each share of common stock held by such stockholder standing in the name of such stockholder on the books of the Corporation.

FIFTH: The name and address of the Incorporator is as follows:

Jennifer A. Kate
Latham & Watkins
1001 Pennsylvania Avenue, NW
Suite 1300
Washington, D.C. 20004

SIXTH: In furtherance and not in limitation of the power conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

SEVENTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for the breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transactions from which the director derived an improper personal benefit.

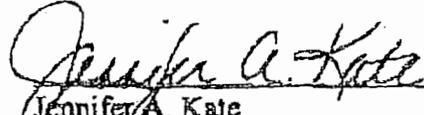
EIGHTH: Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter

FROM LATHAM & ATKINS WASH DC #4
(THU) 3. 30' 00 13:57/13:50/NO. 4261783341 P 6

prescribed by the General Corporation Law of the State of Delaware. All rights conferred upon stockholders herein are granted subject to this reservation.

I, THE UNDERSIGNED, being the sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, herein declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of March, 2000.

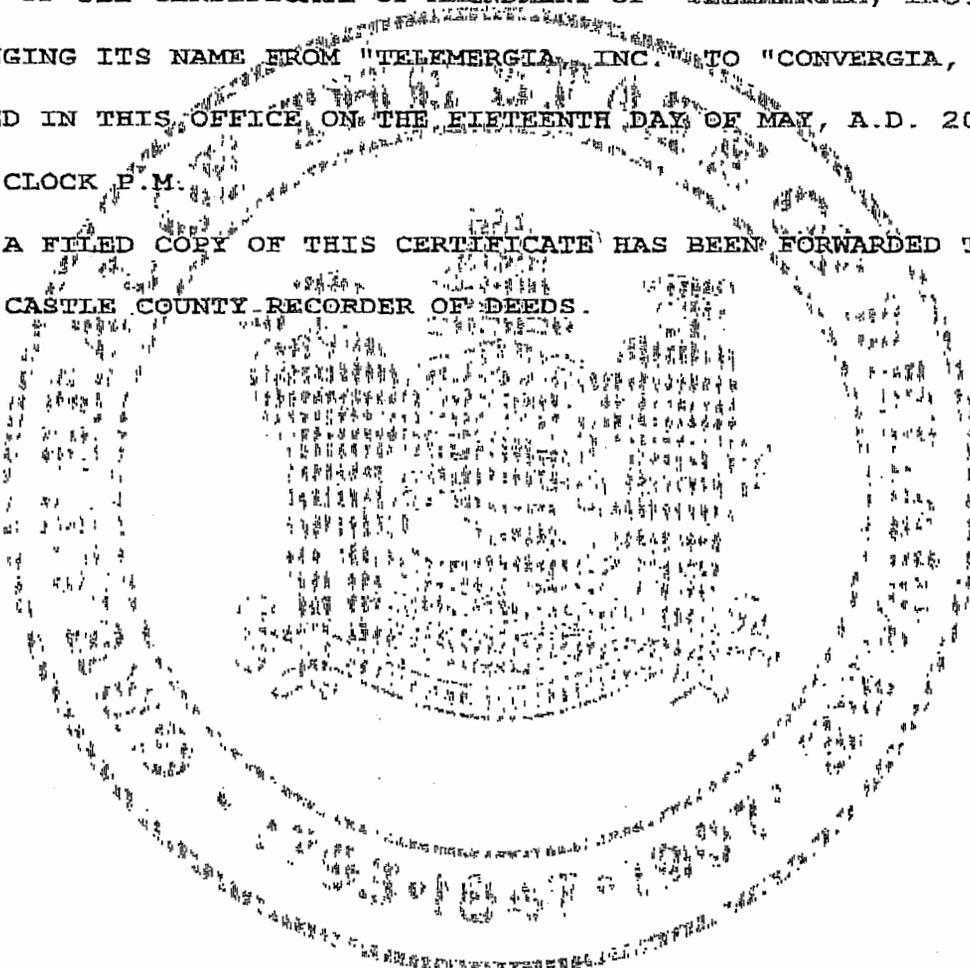

Jennifer A. Kate
Incorporator

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TELEMERGIA, INC.", CHANGING ITS NAME FROM "TELEMERGIA, INC." TO "CONVERGIA, INC.", FILED IN THIS OFFICE ON THE ELEVENTH DAY OF MAY, A.D. 2000, AT 6 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3199482 8100

001247330

AUTHENTICATION:

0439889

DATE:

05-16-00

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
TELEMERGIA, INC.**

Pursuant to Section 241 of the General Corporation Law of the State of Delaware, Telemergia, Inc. (the "Corporation"), a Delaware corporation, hereby certifies that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST and inserting in lieu thereof a new Article FIRST to read as follows:

FIRST: The name of the corporation (hereinafter sometimes referred to as the "Corporation") is:

Convergia, Inc.

2. The Board of Directors of the Corporation, by unanimous written consent, adopted and approved the foregoing amendment; and
3. The Corporation has not received any payment for stock to date.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed and executed in its corporate name by Mitchell Weinberg, its Secretary on this 15th day of May, 2000.

Telemergia, Inc.

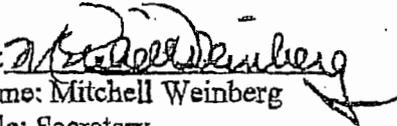
By: 
Name: Mitchell Weinberg
Title: Secretary

EXHIBIT B

FINANCIAL STATEMENTS (Attached)

Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat Applicant's Balance Sheet and Income Statement as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

In lieu of audited financial statements, Applicant's financial statements are verified correct, under penalty of perjury, by Applicant's Chief Financial Officer. Applicant does not require audited financial statements to conduct its operations, nor have audited financial statements been required to conduct its operations in other jurisdictions. Applicant's South Dakota intrastate revenues and operating expenses are incremental in nature. Therefore, Applicant submits its current Balance Sheet and Income Statement for all of its operations. Applicant requests that its verified financial statements be accepted for filing accordingly.

CONFIDENTIAL

1

EXHIBIT C

PROPOSED TARIFF
(Attached)

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

OF

Convergia, Inc.

237 Hymus Boulevard
Pointe Claire, Quebec, Canada
H9R 5C7
1-800-293-7778

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Convergia, Inc. ("Company") in the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business; 237 Hymus Boulevard, Pointe Claire, Quebec H9R 5C7, Canada.

Date Filed:

Effective Date:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec, H9R 5C7, Canada
1-800-293-7778

CHECK SHEET

The Title Sheet and Sheets 1 through 26 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
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17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original

Date Filed:

Effective Date:

Mr. Cliff Rees
President
Convergia, Inc.
237 Hymus Boulevard
Pointe Clair, Quebec, H9R 5C7, Canada
1-800-293-7778

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Issued:

Issued By:

Mr. Cliff Rees
President
Convergia, Inc.
237 Hymus Boulevard
Pointe Clair, Quebec H9R 5C7
1-800-293-7778

Effective Date:

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation.
- (D) To signify **deleted or discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (L) To signify that material has been **moved from** another tariff location.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

Issued:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

Effective Date:

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff with a cross reference to the current revision number. When new 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 to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued:

Effective Date:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

APPLICATION OF TARIFF

This tariff sets forth the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Convergia, Inc. between various locations within the State of South Dakota.

All services are interstate offerings. Intrastate service is an add on service available only if the Customer subscribes to the Company's interstate offerings.

Issued:

Effective Date:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Company:

Convergia, Inc. ("Convergia")

Commission:

The South Dakota Public Utilities Commission

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Issued:

Effective Date:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Measured Service:

The provision of long distance measured time communications telephone service to Customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

Point of Presence:

The point of physical interconnection between the local exchange company's local network and the interexchange carrier's network ("POP").

Prepaid Calling Card:

A card issued by the Company permitting users to purchase a predetermined amount of access to the Company's long distance service prior to the use of Service(s). Also called a debit card.

Subscriber:

See "Customer" definition.

Issued:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

Effective Date:

SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area between points within the State of South Dakota.
- 2.1.2. Company is a provider of interexchange telecommunications to Customers for direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport and termination services provided by interexchange carriers.
- 2.1.4. Customer's monthly charges for Company's service are based on the total time Customer actually uses the service.
- 2.1.5. Subject to availability, the Customer may use authorization codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.6. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2. LIMITATIONS

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2. Company reserves the right to immediately disconnect service when necessitated by conditions beyond the company's control or when the Customer is using the service in violation of either the provisions of this tariff or the laws, rules, regulations, or policies of the jurisdiction of the originating station or terminating station, or the laws of the United States including rules, regulations and policies of the South Dakota Public Utilities Commission.

Issued:

Effective Date:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS, Continued**

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount, a month is considered to have 30 days.
- 2.4.2. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.3. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.4. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express, or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

Issued:

Issued By:

Mr. Steve Roussos
Chief Financial Officer
Convergia, Inc.
237 Hymus Boulevard
Pointe Claire, Quebec H9R 5C7
1-800-293-7778

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.5. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of God, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Commission. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 2.4.7. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable, to the extent permissible under South Dakota law, for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.5. LIMITATIONS OF LIABILITY WITH RESPECT TO PREPAID CALLING CARDS**

2.5.1. In addition to the Limitations of Liability in Section 2.4. the Company limits its liabilities with respect to Prepaid Calling Cards as follows:

2.5.1.1. The Company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition or fitness of the information provided in connection with the use of the Services.

2.5.1.2. The Company will have no liability to Customer or any third party for claims that a Prepaid Calling Card or its PIN has been lost, stolen or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.

2.5.1.3. If the Company issues a Prepaid Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated therein.

2.5.1.4. If Company chooses to subcontract the printing of Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.

2.5.1.5. Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.

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Mr. Cliff Rees
President
Convergia, Inc.
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SECTION 2 - RULES AND REGULATIONS, Continued**2.6. INTERRUPTION OF SERVICE**

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communication Commission's Rules and Regulations which specifies the priority system for such activities.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.8. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

2.9. PAYMENTS AND BILLING

- 2.9.1. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis, and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the subscriber.
- 2.9.2. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.9.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Switched access Customers who request printed invoices will be charged a monthly recurring fee set forth in Section 4.2. Switched access Customers who request electronic bills will incur no monthly billing fees. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth in Section 4.2., and may be subject to additional collection agency fees.
- 2.9.4. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.9.5. A returned check charge, appearing at Section 4.2.2 of this Tariff, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. BILLING DISPUTES**

2.10.1. Billing disputes should be addressed to Company's customer service organization via telephone to 800.293.7778. Customer service representatives are available from 8:00 AM to 8:00 PM Eastern Time. Messages may be left for Customer Services from 8:01 PM to 7:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.10.2. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer may take the following course of action:

2.10.2.1. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The Customer has 180 days to dispute charges on a bill. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

2.10.2.2. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Dakota Public Utilities Commission for its investigation and decision. The address of the Commission is:

South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Telephone: (800) 332-1782 or TTY (800) 877-1113

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President
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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. CANCELLATION BY CUSTOMER**

- 2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customers request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.
- 2.11.3. Any non-recoverable cost of company expenditures shall be borne by the Customer if:
- 2.11.3.1. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
 - 2.11.3.2. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - 2.11.3.3. If based on an order for service and construction has either begun or has been completed, but no service provided.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY

- 2.12.1. Company reserves the right to immediately discontinue furnishing the service to Customers:
- 2.12.1.1. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
 - 2.12.1.2. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - 2.12.1.3. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 - 2.12.1.4. For unlawful use of the service or use of the service for unlawful purposes; or
 - 2.12.1.5. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.12. CANCELLATION BY COMPANY, Continued**

- 2.12.2. Company may discontinue service according to the following conditions upon ten (10) days written notice:
- 2.12.2.1. For violation of Company's filed tariff.
 - 2.12.2.2. For the non-payment of any proper charge as provided by Company's tariff.
 - 2.12.2.3. For Customer's breach of the contract for service between the utility and Customer.
 - 2.12.2.4. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.13. INTERCONNECTION**

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits. The Company collects advance payments for its prepaid calling card service.

2.15. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

2.16. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The subscriber's long distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when called party answers and terminates when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless otherwise provided in this Tariff, is six (6) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length, unless otherwise specified in this Tariff.
- 3.1.4. There is no billing for incomplete calls.

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3.2. CONVERGIA TELECOMMUNICATIONS SERVICES

- 3.2.1. Company provides switched and dedicated access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.2.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.2.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.2.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. CONVERGIA TELECOMMUNICATIONS SERVICES, Continued**

- 3.2.5. **Prepaid Calling Card Service** is a discretionary, switched access service available to Customers via a toll-free number from any touchtone telephone in the United States. Customers purchase the Company's prepaid calling cards, which immediately enable users to place calls from any touchtone telephone, at the Company's tariffed rates.

Prepaid calling cards are available to end-users through purchase from either the Company or agents of the Company and may be obtained in various unit denominations with a per unit value.

Calls to 700, 800, 888, 900, and 950 numbers are not permitted with this Service.

Calls may only be charged against the Prepaid Calling Card if there is a sufficient balance available to cover the cost of the call. Card balances will be depleted and reduced based upon Customer usage. Customers are informed five (5) minutes and one (1) minute before their account is depleted. When the balance of available time is depleted the call will be terminated. Cards are nonrefundable and will expire on the date specified on the card or by the carrier.

3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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SECTION 4 - RATES AND CHARGES**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

4.1.1. Convergia Switched One Plus Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0190	\$0.0190

4.1.2. Convergia Dedicated One Plus Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0150	\$0.0150

4.1.3. Convergia Switched Toll-Free Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0190	\$0.0190

4.1.4. Convergia Dedicated Toll-Free Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0150	\$0.0150

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SECTION 4 - RATES AND CHARGES, Continued**4.1. SERVICE CHARGES, Continued**

4.1.5. Convergia Postpaid Calling Card Service

Initial Sixty (60) Seconds	Additional Sixty (60) Seconds
\$0.19	\$0.19

4.1.6. Convergia Prepaid Calling Card Service

Initial Sixty (60) Seconds	Additional Sixty (60) Seconds
\$0.19	\$0.19

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SECTION 4 - RATES AND CHARGES, Continued**4.2. MISCELLANEOUS FEES AND SURCHARGES****4.2.1. Late Payment Penalty**

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.2. Returned Check Charge

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

4.2.3. Printed Billing Monthly Fee

Customers who request a printed bill will be assessed a \$1.99 monthly recurring charge.

4.2.4. Toll Free Number Directory Listing Fee

Customers who subscribe to the Company's toll free service and would like their toll free numbers listed in toll free directory assistance will be charged the following fees:

Non-recurring directory fee:	\$15.00
Monthly recurring directory fee:	\$15.00

4.2.5. Rates for Installation of Dedicated Facilities

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company's interstate service offerings and may be obtained by contacting Customer Service at 800.293.7778.

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SECTION 4 - RATES AND CHARGES, Continued**4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

Issued:

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EXHIBIT D

SENIOR MANAGEMENT EXPERIENCE

(Attached)

CONVERGIA, INC. SENIOR MANAGEMENT EXPERIENCE

The current Convergía management team is comprised of business professionals who bring a global vision and deep resources to Convergía.

Frederick H. Miller, CEO and Chairman, obtained his MBA degree from Georgetown University and is a member of the California bar.

Alejandro Bitar, President, received his MBA from Georgetown University. Mr. Bitar, who is from Peru, has significant political and business relationships in Latin America and its associated U.S. community. Mr. Bitar is the executive responsible for the management of Convergía's local partnerships in Latin America.

Steve Roussos, CFO, has senior financial management experience with Future Electronics as well as a successful professional record in public accounting. Mr. Roussos is a Chartered Accountant as well as a CFE.

Mitchell Weinberg, General Counsel, is a bar member with the Law Society of Upper Canada, holding a Bachelors Degree in Civil Law and Common Law.

Lorenzo Bitar, Director of Latin American Operations, holds a law degree from the Universidad de Chile. Mr. Bitar brings a wealth of business experience accumulated over the last 40 years. Mr. Bitar has founded and served as President in multiple successful companies in Chile, Peru, Ecuador and Venezuela. Mr. Bitar also serves on the Board of a number of companies in Peru and Chile.

Guy Langevin Corporate Vice President of WorldWide Operations for Future Electronics, is a member of Convergía's Board and a special advisor. Mr. Langevin has had extensive experience in the telecommunications industry from both a network operations and business operations perspective. Notably, he built SITA's operations in North America and the Caribbean. Mr. Langevin holds an engineering degree as well as a Master's Degree in Project Management.

Robert Miller, CEO and sole owner of Future Electronics, is a member of Convergía's Board. Future Electronics is a global \$3.5 billion electronics distributor, with 220 offices in 35 countries. In addition to Mr. Miller's successful career in distribution, he is one of two owners of Miromar Development, a \$200 Million real estate company.

EXHIBIT E

CERTIFICATE OF AUTHORITY
(Attached)

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

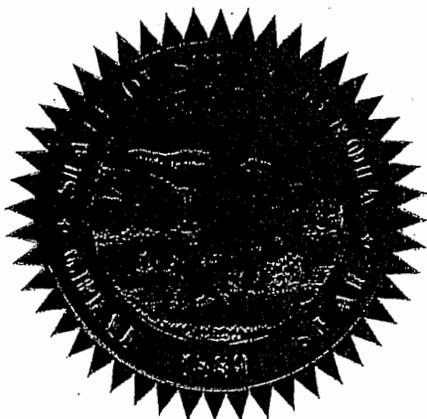
Certificate of Authority

ORGANIZATIONAL ID #: FB026177

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this April 19, 2002.



Joyce Hazeltine
Secretary of State



Secretary of State
 State Capitol
 500 E. Capitol Ave.
 Pierre SD 57501
 Phone 605-773-4845
 Fax 605-773-4550

FILE NO. _____

RECEIPT NO. _____

RECEIVED

APR 19 2002

S.D. SEC. OF STATE

Application for Certificate of Authority

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

(1) The name of the corporation is Convergia, Inc.
(exact corporate name)

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

(3) State where incorporated Delaware Federal Taxpayer ID# 98-0347974

(4) The date of its incorporation is March 13, 2000 and the period of its duration, which may be perpetual, is Perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 1209 Orange Street, Wilmington, DE Zip Code 19801
 mailing address if different from above is: _____ Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 319 South Coteau Street, Pierre, South Dakota Zip Code 57501
 and the name of its proposed registered agent in the State of South Dakota at that address is C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose)
Any lawful act/activity which corporation may be organized in Delaware and/or South Dakota. Telecommunication services.

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

Name	Officer Title	Street Address	City	State	Zip
See attached list of officers and directors.					

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
3,000	Common		No par value

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
1,000	Common		No Par Value

(11) The amount of its stated capital is \$ \$1
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated 12 MAR 02

Frederick Miller
(Signature)
Chairman of the Board and Chief Executive Officer
(Title)

STATE OF ONTARIO
COUNTY OF _____

I, BIRWAN FEELCY, a notary public, do hereby certify that on this 17 day of MARCEL 2002, personally appeared before me FREDERICK MILLOR who, being by me first duly sworn, declared that he/she is the CEO of CONVERGIA, INC., that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

N/A
My Commission Expires

B. Miller
(Notary Public)

Notarial Seal

The Consent of Appointment below must be signed by the registered agent listed in number six.

Consent of Appointment by the Registered Agent

I, C T Corporation System, hereby give my consent to serve as the registered agent for Convergia, Inc (name of registered agent) (corporate name)

Dated 4/14 2002

C T Corporation System
By: Sammy Duffin (signature of registered agent)

**TAMMY JOY HEROLD
VICE PRESIDENT**

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of January 30, 2003 through February 5, 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

CT03-003 In the Matter of the Complaint filed by Mark Van Den Hoek on behalf of Hard Drive Central, Mitchell, South Dakota, against Ionex Communications North, Inc. Regarding Quality of Service Issue.

The complainant alleges that Ionex failed to provide long distance service from August 16, 2002, through November 1, 2002. The complainant seeks to have the unpaid charges for local service waived as compensation for the hardship caused as a result of the long distance issue.

Staff Analyst: Jim Mehlhaff
Staff Attorney: Kelly Frazier
Date Docketed: 02/05/03
Intervention Deadline: n/a

TELECOMMUNICATIONS

TC03-042 In the Matter of the Filing for Approval of an Adoption Agreement between Qwest Corporation and Page Data.

On January 28, 2003, the Commission received a Filing for Approval of an Adoption Agreement between Qwest Corporation (Qwest) and Page Data (Page). According to the filing, Page chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Arch Paging, Inc. and Mobile Communications Corporation of America and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission on September 29, 2000, in Docket TC00-108. 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 17, 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: 01/28/03
Initial Comments Due: 02/17/03

TC03-043 In the Matter of the Application of Convergia, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Convergia, Inc. is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to offer direct dial long distance, switched and dedicated toll-free services and post and prepaid calling card services on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 01/30/03
Intervention Deadline: 02/21/03

TC03-044 In the Matter of the Filing for Approval of an Adoption Agreement between Qwest Corporation and Wavesent, L.L.C.

On January 30, 2003, the Commission received a Filing for Approval of an Adoption Agreement between Qwest Corporation (Qwest) and Wavesent, L.L.C. (Wavesent). According to the filing, Wavesent chooses to adopt, in its entirety, the terms and conditions of the Interconnection Agreement and any associated amendments, if applicable, between Arch Paging, Inc. and Mobile Communications Corporation of America and Qwest Corporation f/k/a U S WEST Communications, Inc. which was approved by the Commission on September 29, 2000, in Docket TC00-108. 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 19, 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: 01/30/03
Initial Comments Due: 02/19/03

TC03-045 In the Matter of the Request of Western Wireless Corporation for Certification Regarding its Use of Federal Universal Service Support.

On January 31, 2003, Western Wireless Corporation provided information constituting Western Wireless Corporation's plan for use of its federal universal service support and to otherwise verify that Western Wireless Corporation will use all federal universal service support received in a manner that is consistent with the federal universal service provisions of 47 U.S.C. Section 254.

Staff Analyst: Harlan Best
Staff Attorney: Karen E. Cremer

Date Docketed: 01/31/03
Intervention Deadline: 02/14/03

TC03-046 In the Matter of the Application of Transcom Communications, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

On February 5, 2003, Transcom Communications, Inc. filed an application for a Certificate of Authority to provide interexchange telecommunications 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 service throughout South Dakota.

Staff Analyst: Michele Farris
Staff Attorney: Kelly Frazier
Date Docketed: 02/05/03
Intervention Deadline: 02/21/03

TC03-047 In the Matter of the Application of Bee Line Long Distance, LLC d/b/a Hello Telecom for a Certificate of Authority to Provide Interexchange Telecommunications Services in South Dakota.

Bee Line Long Distance, LLC d/b/a Hello Telecom is seeking a Certificate of Authority to provide interexchange telecommunications services in South Dakota. The Applicant intends to offer a full range of 1+ interexchange telecommunications services on a resale basis.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 02/05/03
Intervention Deadline: 02/21/03

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

IN THE MATTER OF THE APPLICATION OF)	ORDER GRANTING
CONVERGIA, INC. FOR A CERTIFICATE OF)	CERTIFICATE OF
AUTHORITY TO PROVIDE INTEREXCHANGE)	AUTHORITY
TELECOMMUNICATIONS SERVICES IN)	
SOUTH DAKOTA)	TC03-043

On January 30, 2003, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from Convergia, Inc. (Convergia).

Convergia proposes to provide switched and dedicated "One Plus" service, switched and dedicated toll-free service and postpaid and prepaid calling card service. A proposed tariff was filed by Convergia. The Commission has classified long distance service as fully competitive.

On February 6, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of February 21, 2003, to interested individuals and entities. No petitions to intervene or comments were filed and at its March 4, 2003, meeting, the Commission considered Convergia's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Convergia not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. Commission Staff further recommended a waiver of ARSD 20:10:24:02(8).

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

ORDERED, that Convergia's application for a certificate of authority to provide interexchange telecommunications services is hereby granted effective April 2, 2003, subject to the condition that Convergia not offer a prepaid calling card or require or accept deposits or advance payments without prior approval of the Commission. It is

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

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

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 first class mail, in properly addressed envelopes, with charges prepaid thereon.
By: <u>Nelaine Kaeb</u>
Date: <u>3/11/03</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

Robert K. Sahr

ROBERT K. SAHR, Chairman

Gary Hanson

GARY HANSON, Commissioner

James A. Burg

JAMES A. BURG, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State of South Dakota

Authority was Granted effective April 2, 2003
Docket No. TC03-043

This is to certify that

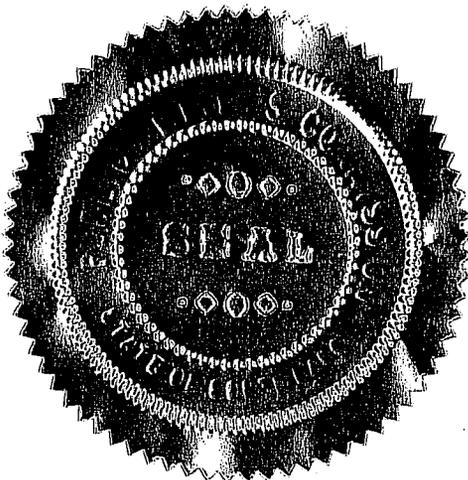
CONVERGIA, INC.

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

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

Dated at Pierre, South Dakota, this 7th day of March, 2003.

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:**

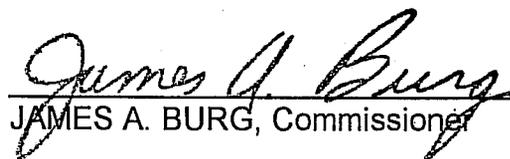




ROBERT K. SAHR, Chairman



GARY HANSON, Commissioner



JAMES A. BURG, Commissioner