



RECEIVED

December 9, 2003

DEC 15 2003

Executive Director
South Dakota Public Utilities Commission
Capitol Building 1st floor
500 East Capitol Ave.
Pierre, South Dakota 57501-5070

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Application of CAT Communications International, Inc.
Docket No. ~~PC03-194~~

To Whom It May Concern:

Enclosed are the original and ten (10) copies of CAT Communications International, Inc.'s. (CCI) application for a Certificate of Public Convenience and Necessity to provide telecommunications service within the state of South Dakota.

CCI has requested confidential treatment of its financial documents, since CCI is a privately held corporation and its financial information is provided on a need to know basis only.

Thank you for your consideration in this matter.

Respectfully submitted,


Debra A. Waller

Before the South Dakota Public Utilities Commission

In re: The Application of CAT
Communications International, Inc.,
for Certificate of Public Convenience and
Necessity to Provide Local Residential
Telecommunications Service In the
Qwest Areas of South Dakota Using Resale
and UNE-P Provisioning And for the
Provisioning of Limited Facilities Based
Interexchange and Intraexchange Toll Services

Docket No.: PC03-194

RECEIVED
DEC 15 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Debra A. Waller
CAT Communications International, Inc.
P.O. Box 11845
Roanoke, VA 24022-1845
Phone 540-444-2146
Fax 540-444-2133
E-mail dwaller@ccitelecom.com

Date: December 9, 2003

Pursuant to the South Dakota Public Utilities Commission's Rules of Practice and Procedure, CAT Communications International, Inc. (CCI) hereby requests it be granted a Certificate of Public Convenience and Necessity to provide resale and UNE-P services in South Dakota. This application is submitted by CCI to qualify as a Competitive Local Service Provider.

CCI respectfully requests that it be granted limited facilities based authority to provide interexchange and intraexchange toll services using its own switch located in New York State.

1. The applicant for this service is CAT Communications International, Inc., a Virginia corporation, authorized to transact business in the State of South Dakota. The corporate office and call center is located at 3435 Chip Drive, NE, Roanoke, VA 24012 the toll free number for customer service is 1-888-477-1224. Information about the company and service information can be accessed at CCI's website www.ccitelecom.com.
2. CAT Communications International, Inc. is a closely held corporation. The CEO and Director as well as the majority stockholder is Norman Mason. The Secretary of the Corporation as well as director and minority stockholder is Barbara Mason. Steve Fralin is the vice president of operations and Sandra Houseman is the Controller. The business address for all of the above is 3435 Chip Drive, NE, Roanoke, VA, 24012 and the business telephone number is 540-265-2555.
3. CAT Communications International, Inc. advertises using the name CAT Communications International, Inc. and CCI.
4.
 - (a) CCI does not maintain an office in the State of South Dakota. Its registered agent in South Dakota is National Registered Agents Inc. 300 South Phillips Ave., Suite 300 Sioux Falls, SD 57104-6322.
 - (b) As previously stated CCI is a closely held corporation, its CEO Norman D. Mason is the principal stockholder and owns controlling interest in the company. No other person or entity owns more than 20% of the corporation.
 - (c) As stated in paragraph 1 CCI is a Virginia Corporation, incorporated November 3, 1997. CCI is in good standing with the state of Virginia as referenced by its certificate attached hereto as Exhibit 1.
 - (d) CCI has requested and was granted authority to transact business in the State of South Dakota as evidenced by the attachment of that certificate as Exhibit 2.

5. CCI has not previously provided service of any kind in South Dakota. Applicant is certified to provide resale, UNE-P and/or long distance in Alabama, Arkansas, California, Connecticut, Colorado, Delaware, Florida, Georgia, Indiana, Iowa, Illinois, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Minnesota, New Mexico, Nebraska, New York, North Carolina, New Jersey, Nevada, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington DC, West Virginia, Wisconsin. Within those states, CCI provides local residential telephone service using a combination of UNE-P and resale. CCI also uses its own switch located in New York State to provide intrastate and interstate long distance service.
6. CCI does not have any affiliates, subsidiaries or parent organizations.
7.
 - (a) CCI plans to offer local, intrastate and interstate long distance service to residential customers using UNE-P and resale and provisioning long distance using its own switch located in New York State.
 - (b) CCI plans to be offering service in South Dakota by late winter or early spring of 2004. CCI will initially use UNE-P and resale to provide basic dial tone and its own switch to provide long distance.
 - (c) To provide the UNE-P and resale CCI plans to use Qwest facilities and has negotiated an interconnection agreement with Qwest. This agreement has already been submitted for approval under Docket number PC03-194.
 - (d) CCI seeks authority provide local residential and intrastate and interstate long distance.
8. CCI will provide service in the geographic areas serviced by Qwest.
9. Management Personnel
 - (a) **President and CEO:** Norman D. Mason is the President and CEO of CCI. Mr. Mason is the Chairman of NALA. He has eighteen plus years of experience in the lease-to-own business, maintaining thirty-two such stores in six states. This experience prepared him for the complex challenges of running a customer service driven telecommunications business. While the CCI remains headquartered in Virginia service is provided in many different states/districts. Mr. Mason's dedication to quality customer service has resulted in a well-trained staff using high quality technology to interface between CCI's customer base and the various companies whose services have been resold. After researching the pros and cons of UNE-P, service Mr. Mason felt it was in the best interest of the customer and company growth to expand into this area.

Vice-President, Call Center Operations: Steve Fralin is the Vice President of Operations at CCI. Mr. Fralin is a graduate of Ferrum College with a BA in Business management and Finance has over ten years experience in networking/telephony and the rent to own industry. His experience in these areas has helped Mr. Fralin develop a highly skilled management team that is able to handle the increasing demands of the telecommunications industry. He oversees all operations at CCI insuring an appealing product and that CCI remains competitive.

General Manager: Jennifer W. Lowman manages the day-to-day operations of the call center. She is a graduate of North Carolina State University with a BA in Communications. Ms. Lowman is also a member of Who's Who of Professional Management. Ms. Lowman has an efficient staff of managers that report directly to her. She insures that employees receive adequate training and monitors performance to find areas where additional training may be needed. She oversees the updates of materials necessary for sales and the processing of orders. Ms. Lowman keeps her staff updated on any change of rules and regulations enabling the customer service representatives to provide quality service to the CCI customer.

In House Counsel: Stephen Athanson who recently joined CCI after being in private practice in the Commonwealth of Virginia for several years. Mr. Athanson is a graduate of Washington and Lee Law School.

Paralegal: Debra Waller deals directly with state regulatory agencies. Ms. Waller is a graduate of the University of South Carolina and has a paralegal degree. Her previous legal experience is utilized to maintain compliance with state rules and regulations. Ms. Waller files state mandated reports, updates tariffs and tariffs promotions. She also addresses the formal complaints filed by customers.

Accounting: Sandra Houseman heads CCI's accounting department. Ms. Houseman has a BA in Accounting from James Madison University. She has over 16 years of financial and managerial experience. She oversees a staff well trained in telecommunications reporting and taxes.

Information Technology Manager: Steve Wilhelm has an Applied Science, Management Information Systems degree and is responsible for providing essential systems solutions for CCI's data and information needs. Mr. Wilhelm and his staff design and develop applications unique to this industry to enable customer account tracking, provisioning interfaces with ILECs and external payment centers as well as bill reconciliation of customer accounts and ILEC accounts. The goal of his department is to complement the efforts of the operational staff by streamlining and automating day-to-day tasks. Mr. Wilhelm provides guidance and direction so CCI can stay on the leading edge of telecommunications systems technology.

Systems Administrator: Matt Campbell, MCP is in charge of CCI's Networking/Computer Systems department. Mr. Campbell has over 8 years of experience with PCs and over 3 years of experience in networking/systems integration. His specialties are Microsoft and RedHat Linux operating systems. Mr. Campbell ensures the day-to-day functionality of CCI's network and computer related systems.

Telephony Systems Administrator: H.C. Burke has 7 years of experience with telephony systems. Mr. Burke has installed and maintained Panasonic line sharing systems at CCI and many other business locations, for Prime Time Rentals. Recently, Mr. Burke received certification for the NEC NEAX 2400 IMX PBX. His primary duty at CCI is to maintain and upgrade the call center telephone system.

(b) CCI has a well-trained staff of Customer Service Representatives. After basic training and work experienced gained by answering information and sales calls these individuals are put through additional departmental specific training. CCI's representatives are divided into billing, provisioning and maintenance to assure that they have the knowledge and skill to deal with the customer's problem or questions. CCI also has a department called Customer Care that specializes dealing one on one with the customer to solve any problem that may require treatment that is more specialized. CCI also has a complaint department that handles all complaints filed through state or federal agencies. This department handles such matters by doing through research and providing detailed responses to the customer and/or the agency.

10. As a reseller, CCI purchases most specialty services, such as 911, e-911, operator services and directory assistance from the ILEC. CCI does plan to offer long distance to its residential customer's using its own switch located in New York. Residential customers who wish to pic to another long distance provider can do so. The only requirement will be verification for the provider that they will bill the customer directly.

11. CCI's financial information is attached as Exhibit 3.
12. (a),(b) and (c) CCI plans to initially provide service only in Qwest territory. CCI is in negotiations with Qwest and anticipates the negotiations will complete prior to the final approval of this certificate. CCI's request to Qwest for interconnection was made verbally and via E-mail, there is not copy to provide.
13. CCI tariff is attached as Exhibit 4.
14. See attached Exhibit 5
15. CCI uses mass mailing, flyers, television, radio, payment agents, and its own customers to advertise. Barbara Mason runs CCI's in house advertising agency. This department creates, compiles and prints all of CCI's advertising. Copies are attached as Exhibit 6.
16. CCI is not attempting to provide service in any area serviced by a rural telephone company at this time.
17. Alabama, Arkansas, California, Connecticut, Colorado, Delaware, Florida, Georgia, Indiana, Iowa, Illinois, Kansas, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Minnesota, New Mexico, Nebraska, New York, North Carolina, New Jersey, Nevada, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington DC, West Virginia, Wisconsin. CCI has never been denied registration or certification and is in good standing with all agencies.

18. General business and regulatory matters:

Debra A. Waller
Regulatory Assistant
P.O. Box 11845
Roanoke, VA 24022-1845
Telephone: 540-444-2237
Facsimile: 540-444-2133

Inquiries and Customer Complaints:

Debra A. Waller
Regulatory Assistant
P.O. Box 11845
Roanoke, VA 24022-1845
Telephone: 540-444-2237
Facsimile: 540-444-2133

Operating (network and service) issues:

Stephanie Reynolds
P.O. Box 11823
Roanoke, VA 24022-1823
Telephone: 540-265-2555 x2341
Facsimile: 540-444-2133

19. CCI does its own in house billing on two schedules the 5th of the month and the 20th of the month. Customer's bill date is based on service connection date unless otherwise requested by the customer. Bills are mailed out twelve days before the due date. The customer has 7 days from the due date to pay without late penalties. If the customer has not paid by the next billing cycle, they will be sent a suspension notice. In addition, they will receive at least three reminder calls before the service is suspended. Once suspended the service will remain in a suspended state for up to 21-days. During that time, the customer can make payment arrangements and have their service reconnected with the same telephone number, migrate their service to another carrier or request that the company disconnect the service.
20. Most solicitation is done using the advertising outlined in question 15. If CCI makes solicitation calls, it is usually to individuals who called in requesting information on our service. Solicitation calls are made in accordance with State and Federal no call guidelines.
21. CCI operates in 36 states. Within those states, we have received some complaints regarding connection, billing and termination. The complaints are minimal considering CCI's customer base.

22. CCI requests that it be granted a waiver to keep its books and records according to generally accepted accounting procedures and that they can be kept in the state of Virginia.
23. Our federal tax ID number is 54-1869935

Exhibit 1

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

CAT COMMUNICATIONS INTERNATIONAL, INC. is a corporation existing under and by virtue of the laws of Virginia, and is in good standing.

The date of incorporation is November 03, 1997.

Nothing more is hereby certified.

*Signed and Sealed at Richmond on this Date:
November 20, 2003*



Joel H. Peck

Joel H. Peck, Clerk of the Commission

SECOND ARTICLES OF AMENDMENT
OF
CAT COMMUNICATIONS INTERNATIONAL, INC.

ONE

The name of the corporation is CAT Communications International, Inc.

TWO

The former purposes of the corporation are hereby deleted and instead the following is adopted: "The company is developed as a public service company authorized to provide telecommunication services within the State of Virginia. The company is additionally authorized to transact all other business lawfully allowed within the State of Virginia under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia, 1950, as amended to date, as is allowed to public service companies.

THREE

No exchange, reclassification, or cancellation of issued shares is required.

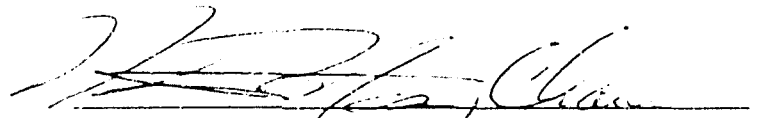
FOUR

The foregoing amendment was adopted on the 6th day of August, 1999.

FIVE

The amendment was adopted by more than 2/3 of all of the votes entitled to be cast.

The undersigned, Chairman of the Board of Directors, declares that the facts herein stated are true as of August 6, 1999.



Norman D. Mason
Chairman of the Board of Directors

**COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION**

August 13, 1999

The State Corporation Commission has found the accompanying articles submitted on behalf of
CAT COMMUNICATIONS INTERNATIONAL, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the
Commission, effective August 13, 1999, at 08:02 AM.

The corporation is granted the authority conferred on it by law in accordance with the articles,
subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By

A handwritten signature in black ink, appearing to read "J. V. Morrison". The signature is written in a cursive style with a large, stylized initial "J".

Commissioner

ARTICLES OF AMENDMENT OF
CAT COMMUNICATIONS INTERNATIONAL, INC.

NOW COMES Tommy Joe Williams, the Incorporator, pursuant to Section 13.1-709 of the Code of Virginia, as amended, and states as follows:

- 1) The corporation is CAT Communications International, Inc.
- 2) No shares of stock have yet been issued.
- 3) That the Board of Directors is comprised of Norman D. Mason, Chris Sedrone, Howard Swartz and Barbara S. Mason.
- 4) An Article of Amendment is hereby unanimously adopted by the Board of Directors as follows:

- a) Paragraph B authorizing 2,000 common shares of \$1.00 par is hereby amended to read as follows: "The authorized number of shares which the corporation shall have authority to issue and the par value per share are as follows:


Class - Common
Number of Shares = 2,000
Par Value = \$1.00

Class - Common-Nonvoting
Number of Shares = 2,000
Par Value = \$1.00

This Amendment was adopted on the 24th day of November, 1997.

This Amendment was adopted without shareholder approval there being no shares issued at the date of adoption.

Given my hand this 24th day of November, 1997.


Norman D. Mason, President
CAT Communications International, Inc.

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

April 14, 1998

The State Corporation Commission has found the accompanying articles submitted on behalf of

CAT COMMUNICATIONS INTERNATIONAL, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this

CERTIFICATE OF AMENDMENT

be issued and admitted to record with the articles of amendment in the Office of the Clerk of the Commission, effective April 14, 1998 at 01:01 PM.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

BY



Commissioner

AMENDMENT
C1820436
98-04-13-0177

ARTICLES OF INCORPORATION
OF
CAT COMMUNICATIONS INTERNATIONAL, INC.

We, the undersigned, hereby associate to form a stock corporation under the provisions of Chapter 9 of Title 13.1 of the Code of Virginia, 1950, as amended to date, and to that end we do by this, our Articles of Incorporation, set forth the following information:

- A. The name of this corporation is to be CAT COMMUNICATIONS INTERNATIONAL, INC.
- B. The authorized number of shares which the corporation shall have authority to issue and the par value per share are as follows: class - common, number of shares - 2,000, par value - \$1.00.
- C. Post Office address of the initial registered office of the corporation is Bramblewood Park, 2721 Brambleton Avenue, S. W., P. O. Box 21681, City of Roanoke, Virginia 24018.
- D. The name of the initial registered agent of this corporation is Tommy Joe Williams, who is a resident of the State of Virginia and a member of the Virginia State Bar and whose business office is the same as the registered office of the corporation.
- E. The number of directors constituting the initial Board of Directors are four (4) and their names and addresses are: Norman D. Mason, P. O. Box 539, Cloverdale, Virginia, 24077; Barbara S. Mason, P. O. Box 539, Cloverdale, Virginia, 24077; Chris Sedone, P. O. Box 539, Cloverdale, Virginia, 24077; and Howard Swartz, P. O. Box 539, Cloverdale, Virginia, 24077.
- F. The period of time for which this corporation shall endure shall be unlimited.
- G. The Shareholders shall have no preemptive rights.

GIVEN under my hand this 31 day of October, 1997.



Tommy Joe Williams, Incorporator

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

November 3, 1997

The State Corporation Commission has found the accompanying articles submitted on behalf of

CAT COMMUNICATIONS INTERNATIONAL, INC.

to comply with the requirements of law, and confirms payment of all related fees.

Therefore, it is ORDERED that this


CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective November 3, 1997.

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law.

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT
CIS20423
97-11-03-0068

Exhibit 2



Detailed Corporation Information

| | | | |
|--|--|--|-------------------------|
| Org ID Number FB027535 | Corporation Name CAT COMMUNICATIONS INTERNATIONAL, INC. | Incorporation/ Qualification Date 07/29/2003 | Home State VA |
| Registered Agent Name NATIONAL REGISTERED AGENTS INC | Registered Office Address 300 S PHILLIPS AVE STE 300 | | |
| | Registered Office City SIOUX FALLS | Registered Office State & Zip Code SD | 57104-6322 |

Close Window

If there is a question or problem with this information displayed,
please contact our Corporation Division at 605-773-4845.

This data is updated Sunday thru Thursday after 11:00 PM.

Print this Page

Exhibit 3

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

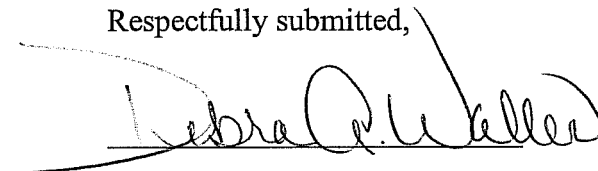
IN RE: APPLICATION OF CAT COMMUNICATIONS)
INTERNATIONAL, INC. FOR A)
CERTIFICATE OF CONVENIENCE AND) DOCKET NO. PC03-194
NECESSITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES)
WITHIN THE STATE OF SOUTH DAKOTA)

MOTION FOR PROTECTIVE ORDER

CAT Communications International, Inc. d/b/a CCI ("CCI") requests this Commission to issue a protective order in this cause to protect confidential financial statements of CCI and other financial information relating to CCI. Such information is required by to be produced but, because CCI is not publicly traded, its financial information is considered to be highly confidential and proprietary information, which should not be made public knowledge.

For the reasons stated herein, CCI requests the Commission to issue a protective order with respect to the financial statements of CCI, and any other financial information which may be required by the Commission pursuant to its rules.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Debra A. Waller", is written over a horizontal line.

Debra A. Waller
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845
Phone: 540-444-2146
Fax: 540-444-2133

Exhibit 4

Local Exchange Services Tariff

SOUTH DAKOTA

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

OF

CAT Communications International, Inc.

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by CAT Communications, International, Inc. with principal offices at 3435 Chip Drive, NE, Roanoke, VA. 24012 for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission.

In accordance with SDCL 20: 10:06:02, this tariff is available for public inspection on the Company's website www.ccitelecom.com.

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

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Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

CHECK SHEET

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

| PAGE | REVISION | PAGE | REVISION |
|------|----------|------|----------|
| 1 | Original | 26 | Original |
| 2 | Original | 27 | Original |
| 3 | Original | 28 | Original |
| 4 | Original | 29 | Original |
| 5 | Original | 30 | Original |
| 6 | Original | 31 | Original |
| 7 | Original | 32 | Original |
| 8 | Original | 33 | Original |
| 9 | Original | 34 | Original |
| 10 | Original | 35 | Original |
| 11 | Original | 36 | Original |
| 12 | Original | 37 | Original |
| 13 | Original | 38 | Original |
| 14 | Original | 39 | Original |
| 15 | Original | 40 | Original |
| 16 | Original | 41 | Original |
| 17 | Original | 42 | Original |
| 18 | Original | 43 | Original |
| 19 | Original | 44 | Original |
| 20 | Original | 45 | Original |
| 20 | Original | 46 | Original |
| 22 | Original | 47 | Original |
| 23 | Original | 48 | Original |
| 24 | Original | 49 | Original |
| 25 | Original | 50 | Original |

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

CHECK SHEET

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

| PAGE | REVISION | PAGE | REVISION |
|------|----------|------|----------|
| 51 | Original | | |
| 52 | Original | | |
| 53 | Original | | |
| 54 | Original | | |
| 55 | Original | | |
| 56 | Original | | |
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| 60 | Original | | |
| 61 | Original | | |
| 62 | Original | | |
| 63 | Original | | |
| 64 | Original | | |

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
 CAT Communications International, Inc
 P.O. Box 11845
 Roanoke, VA 24022-1845

Local Exchange Services Tariff

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) ----- To signify changed regulation.
- (D) ----- To signify discontinued rate or regulation.
- (I) ----- To signify increased rate
- (M) ----- To signify a move in the location of text.
- (N) ----- To signify new rate or regulation.
- (R) ----- To signify reduced rate.
- (T) ----- To signify a change in text but no change in rate or regulation.

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by CAT Communications International, Inc., hereinafter referred to as the Company, to Customers within the state of South Dakota. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the South Dakota Public Utilities Commission. Copies can be ordered free of charge to the consumer by calling 1-800-477-1224. In addition, this tariff is available for review on the Company's website www.ccitelecom.com.

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

TARIFF FORMAT

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

B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. 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 Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

SECTION 1.0 - DEFINITIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User - A person, usually the Customer, authorized to be an end-user of the service provided to the Customer.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

Commission - Refers to the South Dakota Public Utilities Commission, unless otherwise indicated.

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

Company - CAT Communications International, Inc., the issuer of this tariff.

Customer - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Customer Premises - A location designated by the Customer for the purposes of connecting to the Company's services.

Customer Terminal Equipment - Terminal equipment provided by the Customer.

Issued Date: December 11, 2003

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

SECTION 1.0 - DEFINITIONS (Con't)

End Office - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

Equal Access - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB - Individual Case Basis.

IXC or Interexchange Carrier- A long distance telecommunications services provider.

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No.4, or its successor tariff(s).

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LEC - Local Exchange Company refers to the dominant local telephone company in the area also served by the Company.

Monthly Recurring Charges - The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU - Minutes of Use.

NECA - National Exchange Carriers Association.

Non-Recurring Charge (NRC) - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

PIN - Personal Identification Number that the Customer can designate as a safeguard on their account.

Point of Presence (POP) - Point of Presence

Service - Any means of service offered herein or any combination thereof.

Service Order - The request for Company services executed by the Customer and the Company in a format devised by the Company. The initiation of a service order whether written or verbal is a binding contract between the Customer and the Company for the provisioning of service as set forth therein and pursuant to this tariff.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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Station - The network control signaling unit and any other equipment provided at the Customer's premises that enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber - The person or other entity that orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

Usage Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person who uses the service provided under this tariff.

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Local Exchange Services Tariff

SECTION 2.0 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the state of South Dakota.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.3 Terms and Conditions

- A. Service is provided based on a minimum period of at least thirty-days, 24-hours per day. For computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. 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 current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and 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 such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer if:
 - .1 the Customer is using the service in violation of this tariff; or
 - .2 the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the state of South Dakota regardless of its choice of laws provision.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.3 Terms and Conditions (Con't)

G. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

2.1.4 Limitations on Liability

- A. The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 49-131.1 and any other applicable law.
- B. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited 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.
- C. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer, or (b) common carriers or warehousemen, except as contracted by the Company;

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.4 Limitations on Liability

2. Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
3. Any unlawful or unauthorized use of the Company's facilities and services;
4. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in this tariff.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.4 Limitations on Liability (Con't)

7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof which is not the result of negligence;

8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;

9. Any calls not actually attempted to be completed during any period that service is unavailable;

10. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.4 Limitations on Liability (Con't)

- D. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- E. Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.
- F. Directory Errors - In the absence of negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.4 Limitations on Liability (Con't)

G. With respect to Emergency Number 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies.
2. Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of anyone of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this tariff, the Customer acknowledges and agrees with the release of information as described above.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2.0 – REGULATIONS (Con't)

2.1 Undertaking of the Company (Con't)

2.1.6 Provision of Equipment and Facilities

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.1.6 Provision of Equipment and Facilities Con't)

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
2. the reception of signals by Customer-provided equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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SECTION 2.0 – REGULATIONS (Con't)**2.1 Undertaking of the Company (Con't)**

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

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SECTION 2.0 – REGULATIONS (Con't)**2.2 Prohibited Uses**

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 2.2.3 The Company may block any signals being transmitted over its Network by Customers that cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 – REGULATIONS (Con't)

2.3 Obligations of the Customer

2.3.1 General

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

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SECTION 2.0 – REGULATIONS (Con't)**2.3 Obligations of the Customer (Con't)**

2.3.1 General (Con't)

- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1 (C.) Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material e.g. asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1D.; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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SECTION 2.0 – REGULATIONS (Con't)

2.3 Obligations of the Customer (Con't)

2.3.1 General (Con't)

- G. not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H. making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes and maintain Company.

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SECTION 2.0 – REGULATIONS (Con't)

2.3 Obligations of the Customer (Con't)

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B. To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of ,interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. The Company's liability shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 – REGULATIONS (Con't)**2.4 Customer Equipment and Channels**

2.4.1 General

2.4.1.1 A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed non Company--provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2.0 – REGULATIONS (Con't)

2.4 Customer Equipment and Channels (Con't)

2.4.3 Interconnection of Facilities

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B. Communication Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User", as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2.0 – REGULATIONS (Con't)

2.4 Customer Equipment and Channels (Con't)

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

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SECTION 2.0 – REGULATIONS (Con't)

2.5 Payment Arrangements

2.5.1 Payment for Service

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the service is the responsibility of the Customer. All calls placed using the Customer's services shall be billed to and shall be the obligation of the Customer. The security of the Customer's services is the Customer's responsibility and the Customer shall be responsible for charges in connection with the authorized or unauthorized use of the service by others.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

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SECTION 2.0 – REGULATIONS (Con't)

2.5 Payment Arrangements (Con't)

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty-days after the invoice date, unless otherwise agreed to in advance.
- B. All recurring charges, as well as Usage charges, if applicable, are billed monthly in arrears.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty -days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.

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2.5 Payment Arrangements (Con't)

2.5.2 Billing and Collection of Charges (Con't)

- E. A late payment charge of 1.5% per month shall be due to the Company for any billed amount for which payment has not been received by the Company within fifteen -days of the mailing date of the Company's invoice for service or by the due date printed on the invoice, whichever is later, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment. If the last calendar day for remittance falls on a Sunday, legal holiday or other day when the offices of the Company are closed, the date for acceptance of payments prior to assessment of any late payment fees shall be extended through to the next business day.
- F. A service charge equal to \$25.00 will be assessed under South Dakota law for all checks or other payment type submitted by the Customer to the Company and returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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2.5 Payment Arrangements (Con't)

2.5.3 Disputed Bills.

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the company within 180 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the South Dakota Public Utilities Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501-5070
Toll-Free: (800) 332-1782
TTY Through Relay South Dakota: (800) 877-1113

- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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2.5 Payment Arrangements (Con't)

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one-month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

2.5.5 Deposits

The Company does not presently request deposits from its Customers.

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2.5.6 Discontinuance of Service

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving five-days written notice to the Customer, discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five-days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of fraudulent use of the Company's network, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6 A. or 2.5.6 B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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2.5 Payment Arrangements (Con't)

2.5.6 Discontinuance of Service

- H. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- I. Without notice in the event of tampering with the equipment or services furnished by the Company.

2.5.7 Cancellation of Application for Service

- A. Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.7 A. through 2.5.7 C. will be calculated and applied on a case-by-case basis.

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2.5.8 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruptions in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A. A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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2.6 Allowances for Interruptions in Service (Con't)

2.6.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- A. 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 Customer;
- B. Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C. Due to circumstances or causes beyond the reasonable control of the Company;
- D. During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;
- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty-days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

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2.6 Allowances for Interruptions in Service (Con't)

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty-days.
- C. A credit allowance will be given for interruptions of thirty-minutes or more. Two or more interruptions of fifteen minutes or more during anyone 24-hour period shall be combined into one cumulative interruption.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.8 Cancellation of Service Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.9 Customer Responsibility

2.9.1 Cancellation by Customer

Customers may cancel service verbally or in writing. The company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 to any subsidiary, parent company or affiliate of the Company; or

2.10.2 pursuant to any sale or transfer of substantially all the assets of the Company with the state; or

2.10.3 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2.0 – REGULATIONS (Con't)**2.11 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

- A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B. An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.
- C. The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D. The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public. The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2.0 – REGULATIONS (Con't)

2.12 Notices and Communications

2.12.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

2.12.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.

2.12.3 Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.

2.12.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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SECTION 2.0 – REGULATIONS (Con't)**2.13 Taxes, Fees and Surcharges**

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes, fees and surcharges are in addition to rates as quoted in this tariff and will be itemized separately on Customer invoices.

A. E911 Service Surcharge

All Customers will be assessed a per line surcharge to support local E911 Service Program. The E911 Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by local jurisdictional assessments rounded up to the nearest whole cent, and may vary from time to time as required by South Dakota law, Commission rules or local jurisdiction requirements.

B. South Dakota Telecommunications Relay Service Surcharge

All Customers will be assessed a per line surcharge to support the South Dakota Telecommunications Relay Service ("SDTRS") program. The SDTRS Surcharge will be based on a monthly snapshot of lines associated with each Customer's account. No fractional debits or credits will be given. This surcharge will appear as a separate line item on the Customer's bill. The amount of the surcharge will be equal to the per line assessment paid by the Company as determined by South Dakota law or Commission rules rounded up to the nearest whole cent, and may vary from time to time as required by South Dakota law or Commission rules.

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SECTION 2.0 – REGULATIONS (Con't)

2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty - days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 3.0 - SERVICE AREAS**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Qwest.

3.2 Rate Groups

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customer's Central Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area that can be reached from each Central Office as listed in the following table:

Rate Group
Exchange Access Lines In Local Calling Area - Upper Limit

A/B - 1 to 1,000

C/D - 1,001 to 5,000

E - 5,001 to 20,000

G - 20,001 to 45,000

I - 45,001 and over

3.3 Local Calling Areas

Local Calling Areas and exchanges are equivalent to those specified by Qwest in its Exchange and Network Services Tariff, Section 5.

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SECTION 4.0 - BASIC SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

4.1.1 Calls are measured in durational increments identified for each service. All calls that are fractions of a measurement increment are rounded-up to the next whole unit.

4.1.2 Timing on completed calls begins when the called party answers the call. Answering is determined by hardware answer supervision in all cases here this signaling is provided by the terminating local carrier and any intermediate carrier(s).

4.1.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

4.2 Tel-A-Friend Referral Program

Any existing Customer who refers a potential customer to the Company will receive a one-time credit should the referred customer subscribe to and remain a customer for at least 30 days. The referred customer must provide the name of the existing Customer who made the referral upon ordering their new service. The credit is applied only once to the Customer's next scheduled bill and expires with that bill. The credit does not apply separately for interstate or intrastate service and cannot be redeemed for cash.

Referral Credit \$20.00

The referring Customer will receive a one-time bonus of 500 extra long distance minutes.

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SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.3 Network Exchange Bundled Service**

4.3.1 General

Company offers basic local exchange service only as part of a bundle or package of telecommunications services. All packages include local service and 2 hours of free long distance service (interstate and intrastate toll) Selected custom calling features may be available with some packages at an additional charge. The aforementioned services are only available as part of the bundled service offering and are not available on an individual service basis. Customers will be billed directly by the Company. The Company provides Customers with the option of obtaining a Primary Line and additional lines per account.

The following features may be available:

These features are offered subject to availability of suitable facilities. Certain features may not be available with all areas

In the event the Company adds custom calling, such features will be available upon the tariff effective date (where technically feasible) to all new Customers. Existing Customers will be informed of the new features availability but must contact the Company to obtain the new features. Any Service Order Charges, which would normally apply, will be waived.

Caller ID with Name - Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that aren't answered by the Customer. Caller ID service requires the use of specialized CPE not provided by the company. It is the responsibility of the Customer to provide the necessary CPE. In areas where Caller ID with Name is not available, Caller ID, which only displays the incoming telephone number, will be substituted. In some areas, Call Waiting-Caller ID will be available.

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SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.3 Network Exchange Bundled Service (Con't)**

4.3.1 General (Con't)

Call Forwarding - Variable - a Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

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

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion.

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SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.3 Network Exchange Bundled Service, (Cont'd.)**

4.3.1 General, (Cont'd.)

Call Waiting with Caller ID with Name - Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen allowing a Customer to prioritize and or screen incoming calls. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call. In areas where Caller ID with Name is not available, Caller ID, which only displays the callers telephone number, will be substituted.

Speed Calling - This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available with a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

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SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)**4.3 Network Exchange Bundled Service, (Cont'd.)**

4.3.2 Local Exchange Service

Package Price for Local Exchange Service plus 2 hours of free long distance

Primary Line, per month \$34.95

Secondary Line, per month \$34.95

Service Connection Fee, one time charge per line #

Primary Line \$20.00

Secondary Line \$20.00

Service includes the following:

1. A monthly allowance of 2 hours free interstate and intrastate toll calling. Placed Using 1+dialing
 - i. Toll calls: Per minute rate Direct Dial Access \$0.049 per minute billed in whole minutes increments.
 - ii. Up to 3 additional hours of long distance can be used per month and will be post billed. At the \$0.049 per minute rate.
2. Local line and unlimited local calling
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included, where available, at:
 - i. \$5.00 additional per month
 - ii. If the feature package is changed or added after the initial installation there will be a nonrecurring \$10.00 line change charge added.
4. If the Customer has additional lines (numbers) features must be purchased separately for those lines.

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES

5.1 Service Order and Change Charges

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same, order/request one charge only applies.

Telephone Number Change Order - applies to each telephone number change order.

5.1.3 Service Order Change Charges

A Service order Change charge applies when a Customer requests/orders a change to Company records such as adding/changing a name on said Customer's account, changing billing address or contact information, adding/changing the person(s) authorized to make changes on said Customer's account or cancellation of an order.

5.1.4 Rates

Service Order Charges

Transfer of Service Charge: \$30.00

Technician Dispatch Charge \$70.00

Service Order Charge \$20.00

Change Order Service Charges

Feature or Feature Pack Change Order \$10.00

Telephone Number Change Order \$20.00

Issued Date:

Effective Date:

Debra A. Waller, Paralegal
CAT Communications International, Inc
P.O. Box 11845
Roanoke, VA 24022-1845

Local Exchange Services Tariff

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.2 Restoration of Service**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed. At that time, restoration would be treated as a new order.

Per occasion, per line \$30.00

5.3 Optional Calling Features

The features in this section are made available to Residential on a per use basis.

All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.3 Optional Calling Features (Con't)****5.3.1 Feature Descriptions**

Return Call: Allows a Customer to return the most recent incoming call and, after dialing a code, hear an announcement of the last telephone number that called. If the Customer wishes to return the call right away, voice prompts will instruct the Customer to dial, a certain digit and the call will automatically be returned.

Call Trace: Allows a Customer to initiate an automatic trace of the last call received. After receiving the call that is to be traced, the Customer dials a code and the traced telephone number is automatically sent to the Company. The Customer using Call Trace is required to contact the Company for further action. The Customer originating the trace will not receive the traced telephone number. The results of a trace will be furnished only to legally constituted authorities upon proper request by them.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Three Way Calling - Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming.

Call Blocking- Call Blocking allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring. The screening list may be edited and revised at Customer's discretion. This feature may not be available with all Company services.

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.3 Optional Calling Features (Con't)

5.3.2 Rates

| <u>FEATURE</u> | <u>Per Use</u> | <u>Monthly Cap</u> |
|--|----------------|--------------------|
| Call Return | \$0.75 | \$6.00 |
| Call Trace | \$1.55 | N/A |
| Three-Way Calling | \$0.75 | \$6.00 |
| Caller Identification Blocking, per call | No charge | No charge |
| Call Blocking | | \$3.00 |

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Directory Assistance Services**

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

5.4.1 Basic Directory Assistance

The rates specified following apply when Customers request company assistance in determining telephone numbers of Customers who are located in the same local service area or who are not located in the same local service area but who are located within the same NPA. A maximum of two(2) requested telephone numbers are allowed per call. There are no call allowances for Directory Assistance. Charges will not apply for calls placed from telephones where the Customer or, in the case of residence service, a member of the Customer's household, has been affirmed in writing as unable to use a Company provided directory because of a visual, physical or reading handicap. Operator-handled charges apply as appropriate.

A. Rates

| | |
|----------------------|-----------|
| Directory Assistance | Per query |
| Direct Dialed | \$1.25 |

5.4.2 National Directory Assistance Service

National Directory Assistance Service is provided to customers of the Company for the purpose of requesting telephone numbers of individuals or businesses that are located outside the customer's local Directory Assistance service area. There are no call allowances or exemptions for National Directory Assistance. A maximum of two(2) requested telephone numbers are allowed per call. Operator-handled charges apply as appropriate.

A. Rates

Per query Direct Dialed \$1.25

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.4 Directory Assistance Services (Con't)**

5.4.3 Directory Assistance Call Completion

Directory Assistance Call Completion (DACC) is a service that provides customers the option of having their local or intraLATA calls automatically completed when they request a telephone listing from the Directory Assistance operator. The call may be completed automatically or by the Directory Assistance operator. All operator-handled charges apply as appropriate. For local and intraLATA calls, charges for DACC service are not applicable to calls placed by those customers with reading, visual, or physical handicaps.

A. Rates

Per completed call: \$0.30

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SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.5 Nonpublished Service**

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

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

5.6 Nonlisted Service

Non-listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company's Directory Assistance Records. This service is subject to the rules and regulations for E911 service, where applicable. The Company will only complete calls to a nonlisted number, if requested by a caller, during the course of a directory assistance call completion service. When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for nonlisted service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

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Local Exchange Services Tariff

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.7 Rates and Charges

Nonlisted Service each \$2.00

Nonpublished Service each \$2.00

5.8 Carrier Presubscription

5.8.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interlata toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or Interlata toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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Local Exchange Services Tariff

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.8 Carrier Presubscription (Con't)**

5.8.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interlata long distance. The following options for long distance Presubscription are available:

Option A: Customer selects the Company as the presubscribed carrier for IntraLATA and Interlata toll calls subject to presubscription.

Option B: Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interlata toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interlata toll calls subject to presubscription.

Option D: Customer may select the carrier other than the Company for both intraLATA and interlata toll calls subject to presubscription

Option E: Customer may select two different carriers, neither being the Company for intraLATA and interlata toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interlata interexchange carrier.

Option F: Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

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Local Exchange Services Tariff

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)**5.8 Carrier Presubscription (Con't)****5.8.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed. Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription. Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified below:

5.8.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interlata toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge. If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interlata carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request. Customers of record may initiate a intraLATA or interlata presubscription change at any time, subject to the charges specified below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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Local Exchange Services Tariff

SECTION 5.0 - MISCELLANEOUS SERVICES AND RATES, (CONT'D.)

5.8 Carrier Presubscription, (Cont'd.)

5.8.5 Presubscription Charges

A. Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interlata carriers with the same order will be assessed a single charge per line.

B. Nonrecurring Charges

Per line: \$5.00

5.9 Toll Restriction Service

Provides for Exchange Access lines to be restricted from dialing of calls with the prefix of 900, 976 and 676. this service is provided at no charge to the customer and is a condition of service with the Company.

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Local Exchange Services Tariff

SECTION 6.0 - PROMOTIONAL OFFERINGS

6.1 Special Promotions

From time to time, the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring and usage charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations.

The Company will file notice of with the Commission prior to offering any promotions.

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Exhibit 5

Local Exchange Services Tariff

SECTION 4.0 - BASIC SERVICES AND RATES, (CONT'D.)

4.3 Network Exchange Bundled Service, (Cont'd.)

4.3.2 Local Exchange Service

Package Price for Local Exchange Service plus 2 hours of free long distance

Primary Line, per month \$34.95

Secondary Line, per month \$34.95

Service Connection Fee, one time charge per line #

Primary Line \$20.00

Secondary Line \$20.00

Service includes the following:

1. A monthly allowance of 2 hours free interstate and intrastate toll calling. Placed Using 1+dialing
 - i. Toll calls: Per minute rate Direct Dial Access \$0.049 per minute billed in whole minutes increments.
 - ii. Up to 3 additional hours of long distance can be used per month and will be post billed. At the \$0.049 per minute rate.
2. Local line and unlimited local calling
3. Primary Line Custom Calling Features Package: Call Forwarding, Caller ID with Name, Call Waiting with Caller ID with Name, Three-Way Calling and Speed Calling included, where available, at:
 - i. \$5.00 additional per month
 - ii. If the feature package is changed or added after the initial installation there will be a nonrecurring \$10.00 line change charge added.
4. If the Customer has additional lines (numbers) features must be purchased separately for those lines.

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Exhibit 6

CONFIDENTIAL

1

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of December 11 through December 17, 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: 605-773-3201

TELECOMMUNICATIONS

TC03-198 In the Matter of the Filing for Approval of an Amendment to an Interconnection Agreement between Qwest Corporation and OrbitCom, Inc. f/k/a VP Telecom, Inc.

On December 12, 2003, the Commission received a filing of a Performance Assurance Plan (PAP) Amendment to an Interconnection Agreement between Qwest Corporation and OrbitCom, Inc. f/k/a/ VP Telecom, Inc. According to the parties, the purpose of the Amendment is to have the PAP and the Performance Indicator Definitions (PIDs) incorporated into the original Agreement, which was approved by the Commission on March 7, 2003, in Docket TC03-001. The PAP is incorporated as Attachment 1. The PIDs, which was Exhibit B to the Commission approved SGAT, is incorporated as Attachment 2. 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 January 2, 2004. 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: 12/12/03

Initial Comments Due: 01/02/04

TC03-199 In the Matter of the Application of CAT Communications International, Inc. for a Certificate of Authority to Provide Interexchange Telecommunications Services and Local Exchange Services in South Dakota.

On December 15, 2003, CAT Communications International, Inc. (CCI) filed an application for a Certificate of Authority to provide local and interexchange telecommunication services in South Dakota. CCI intends to offer local, intrastate and interstate long distance services to residential customers using UNE-P and resale and provisioning long distance using its own switch. CCI intends to provide services in those areas served by Qwest.

Staff Analyst: Michele Farris

Staff Attorney: Kelly Frazier

Date Filed: 12/15/03

Intervention Deadline: 01/02/04

TC03-200 In the Matter of the Filing for Approval of Transfer of Certificate of Authority from Lightyear Communications, Inc. to Lightyear Network Solutions, LLC.

On December 15, 2003, Lightyear Communications, Inc. and Lightyear Network Solutions, LLC. filed a joint applications for a transfer of interexchange authority from Lightyear Communications, Inc. to Lightyear Network Solutions, LLC.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Docketed: 12/15/03
Intervention Deadline: 01/02/04

**You may receive this listing and other PUC publications via our website or via internet e-mail.
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TC03-199

Ph: (540) 265.2555 • Fax: (540) 265.7742
P.O. Box 11845, Roanoke, VA 24022-1845

December 17, 2003

South Dakota Public Utilities Commission
500 E. Capitol Ave.
Pierre, SD 57501-5070

Re: CAT Communications International, Inc. Application for IXC Certification

To Whom It May Concern:

Enclosed is the filing fee for CAT Communication's interstate certificate. If you have any questions, you can reach me at 540-444-2146 or by E-mail at dwaller@ccitelecom.com.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Waller", is written over a horizontal line. The signature is fluid and cursive.

Debra A. Waller
Paralegal

Enclosure

RECEIVED
DEC 22 2003
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

CAT Communications International

| DATE | INVOICE NO | COMMENT | AMOUNT | DISCOUNT | NET AMOUNT |
|--------------------------|------------|--------------------------------|--------|----------|------------|
| Account #: 12/16/2003 | PO 6543 | REGULATORY FEE FEIN#54-1869935 | 250.00 | 0.00 | 250.00 |

CHECK: 072526 12/16/2003 SECRETARY OF STATE-S.DAKOTA CHECK TOTAL: 250.00
FORM NO. 200-1LT

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

CAT Communications International
P.O. Box 11845
Roanoke, VA 24022-1845

Suntrust Bank
Roanoke, VA
68 - 02/510

072526

*TWO HUNDRED FIFTY AND XX / 100

12/16/2003 *****250.00*

SECRETARY OF STATE-S.DAKOTA
500 E. CAPITOL AVENUE
PIERRE, SD 57501-5070

Sandra C. Rosemer

⑈072526⑈ ⑈051000020⑈ 205349099⑈

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

IN THE MATTER OF THE APPLICATION OF)
CAT COMMUNICATIONS INTERNATIONAL,)
INC. FOR A CERTIFICATE OF AUTHORITY)
TO PROVIDE INTEREXCHANGE)
TELECOMMUNICATIONS SERVICES AND)
LOCAL EXCHANGE SERVICES IN SOUTH)
DAKOTA)

ORDER DENYING
CERTIFICATE OF
AUTHORITY

TC03-199

On December 15, 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 CAT Communications International, Inc. (CAT).

CAT proposes to offer local, intrastate and interstate long distance service to residential customers using UNE-P, resale and its own switch.

On December 18, 2003, the Commission electronically transmitted notice of the filing and the intervention deadline of January 2, 2004, to interested individuals and entities. At its regularly scheduled May 11, 2004, meeting, the Commission considered CAT's request for a certificate of authority. Commission Staff recommended denying the certificate of authority and closing the docket as CAT had failed to adequately provide information required by Staff.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that CAT has not met the legal requirements established for the granting of a certificate of authority. CAT has not, in accordance with SDCL 49-31-69, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Pursuant to ARSD 20:10:32:06 the Commission voted to deny CAT's application for a certificate of authority. As the Commission's final decision in this matter, it is therefore

ORDERED, that CAT's application for a certificate of authority is hereby denied.

Dated at Pierre, South Dakota, this 13th day of May, 2004.

| |
|--|
| 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>Heldaine Kolbo</u> |
| Date: <u>5/18/04</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