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32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

January 25, 2005  
**Overnight Delivery**

Ms. Pamela Bonrud  
Executive Director  
South Dakota Public Utilities Commission  
Capitol Building, 1st Floor  
500 East Capitol Ave.  
Pierre, SD 57501-5070

RECEIVED  
JAN 26 2005  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

*Elec.*  
~~REC~~ Received JAN 21 2005

**RE: Application of BullsEye Telecom, Inc. to Provide Facilities-based Local Exchange Service and Resold Interexchange Service within South Dakota**

Dear Ms Bonrud:

Enclosed for filing are the original and ten (10) copies of the registration request of BullsEye Telecom, Inc. ("BullsEye") for authority to provide facilities-based local exchange service and resold interexchange service within South Dakota.

As part of this application BullsEye submits, under separate Seal as Confidential, one (1) copy of its financial statements and a listing of its shareholders. BullsEye is a private, closely-held corporation whose financial and shareholder information is maintained as highly confidential and proprietary. The Company requests that these documents be designated as Confidential and handled in accordance with your established procedures for confidential materials.

Also enclosed is our check in the amount of \$250.00 to cover the filing fee.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope. Any questions you may have regarding this filing may be directed to me at (407) 740-8575 or vial email at mbyrnes@tminc.com.

Thank you for your assistance.

Sincerely,

Monique Byrnes  
Consultant to BullsEye Telecom, Inc.

MB/sp

cc: D. Gonos, BullsEye  
file: BullsEye - SD Local  
tms: sdf0500

TECHNOLOGIES MANAGEMENT, INC.  
P.O. BOX 200  
WINTER PARK, FL 32790-0200  
(407) 740-8575

**AMSOUTH BANK**  
THE RELATIONSHIP PEOPLE  
63-466/631

39765

1/25/2005

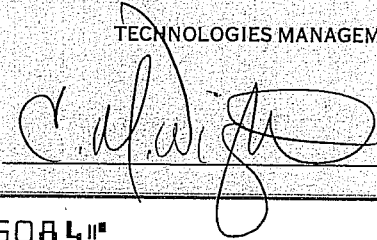
PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ \*\*250.00

Two Hundred Fifty and 00/100 \*\*\*\*\*  
DOLLARS

South Dakota Public Service Comm.  
State Capitol  
Pierre, SD 57501-5070

TECHNOLOGIES MANAGEMENT, INC.



MEMO: Filing fee for Bullseye

⑈039765⑈ ⑆063104668⑆ 3720575084⑈

TECHNOLOGIES MANAGEMENT, INC.

39765

South Dakota Public Service Comm.

1/25/2005

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/25/2005	Bill	Bullseye	250.00	250.00		250.00
				Check Amount		250.00

TC05-008

Amsouth New Operating Filing fee for Bullseye

250.00

BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

APPLICATION OF  
BullsEye Telecom, Inc.

JAN 26 2005

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Pursuant to Rule 20:10:32:03 and 20:10:24:02 of the Commission's Telecommunications Services Rules,

BullsEye Telecom, Inc. ("BullsEye") submits the following registration information: *EMC*

~~RECEIVED~~ Received JAN 21 2005

- 1. **The applicant's name, address, telephone number, facsimile number, E-mail address and whether the applicant is a sole proprietorship, partnership, corporation, limited liability corporation, or limited liability partnership.**

BullsEye Telecom, Inc.  
 25900 Greenfield Road, Suite 330  
 Oak Park, Michigan 48237  
 Telephone: (248) 784-2500  
 Facsimile: (248) 784-2501  
 E-mail: customerservice@bullseyetelecom.com  
 Web site: www.bullseyetelecom.com

BullsEye Telecom, Inc. is a Michigan corporation.

- 2. **If sole proprietorship, the full name and business address of its owner; if a partnership, the full name and business address of each partner; if a corporation, a listing of the full name and business address of each corporate officer and director; if a limited liability corporation, the full name and business address of each partner.**

BullsEye Telecom, Inc. is a Michigan corporation. All officers and directors may be reached at the Company's headquarters address listed above.

Officers and Directors:

William H. Oberlin	Chairman and Chief Executive Officer
Peter K. LaRose	Vice President - Finance, Treasurer & Secretary
Scott R. Loney	Vice President - Marketing
Thomas F. Tisko	Vice President - Business Operations
Bill R. Edwards	Vice President - Service Operations
Rosemary Cooter	Vice President - Client Services and Support Systems
Steven A. Columbaro	Director
Stephen J. Eley	Director
C. Alan Peyser	Director

3. **The name under which the applicant will provide local exchange services if different than in question (1) of this section:**

Not applicable.

4. **If a corporation:**

- (a) **The location of its principal office, if any, in this state and the name and address of its current registered agent.**

BullsEye has no principal offices in South Dakota.

Registered Agent:

Corporation Service Company  
503 South Pierre Street  
Pierre SD 57501

- (b) **A list of shareholders owning twenty (20) percent or more of the interest in the business.**

See Attachment III, which is filed as Confidential.

- (c) **The state in which the applicant is incorporated, the date of incorporation and a copy of its certificate of incorporation.**

BullsEye is a corporation organized under the laws of the State of Michigan on May 9, 1999 and has the following corporate history:

Enterprise Network Solutions, L.L.C., registered with the Michigan Department of Consumer and Industry Services on May 25, 1999. The company filed an assumed name of BullsEye Telecom.

BT Merger Company was formed and filed its Articles of Incorporation effective April 3, 2000 with the Michigan Department of Consumer and Industry Services.

Enterprise Network Solutions, L.L.C. and BT Merger Company merged on April 21, 2000 with the surviving entity being BT Merger Company. The assumed name of BullsEye Telecom was transferred to the surviving entity.

BT Merger Company name was changed to BullsEye Telecom, Inc.

A copy of Applicant's Certificate of Incorporation from the State of Michigan is provided in Attachment I.

- (d) **If it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State.**

A copy of BullsEye's Certificate of Authority to transact business in South Dakota is included as Attachment II.

5. **A description of the applicant's experience providing any telecommunications services in South Dakota or in other jurisdictions, including the types of services provided, and the dates and nature of state or federal authorization to provide the services.**

See Attachment IV.

6. **Names and addresses of applicant's affiliates, subsidiaries, and parent organizations, if any.**

Not Applicable.

7. **A list and specific description of the types of services the applicant seeks to offer and the means by which the services will be provided including:**

- (a) **Information indicating the class of customers the applicant intends to serve.**

BullsEye proposes to provide service to residential and business customers.

- (b) **Information indicating the extent to and time-frame by which applicant will provide service through the use of its own facilities, the purchase of unbundled network elements, or resale.**

The Company intends to provide local exchange services in South Dakota as a facilities-based provider using an unbundled network element platform (UNE-P) of the incumbent local exchange company and to provide interexchange services to its presubscribed local exchange customers through resale. The Company anticipates service availability within three (3) months of obtaining its certificate and receiving approval of its interconnection agreement.

- (c) **A description of all facilities that the applicant will utilize to furnish the proposed local exchange services, including any facilities of underlying carriers.**

BullsEye will offer service through UNE-P utilizing the facilities of Qwest, the incumbent local exchange company. BullsEye will rely on its underlying carriers for the operation and maintenance of its network.

- (d) **Information identifying the types of services it seeks authority to provide by reference to the general nature of the service.**

BullsEye Telecom, Inc. seeks authority to provide local exchange service, custom calling and CLASS features, local operator assisted services, and other services basic to local exchange service to its customers. The Company additionally seeks authority to provide interexchange services to its presubscribed local exchange customers.

8. **A service area map and narrative description indicating with particularity the geographic area proposed to be served by the applicant.**

BullsEye intends to offer its services initially in the territory now served by Qwest Corporation. As competition is available in other areas of the state, and the Company can enter into UNE-P interconnection agreements, the Company anticipates expanding its serving geographic area.

9. **Information regarding the technical competence of the applicant to provide its proposed local exchange services including:**

- (a) **A description of the education and experience of the applicant's management personnel who will oversee the proposed local exchange services.**

A copy of current resumes of BullsEye's management personnel is attached as Attachment V.

- (b) **Information regarding policies, personnel, or arrangements made by the applicant which demonstrates the applicant's ability to respond to customer complaints and inquiries promptly and to perform facility and equipment maintenance necessary to ensure compliance with any commission quality of service requirements.**

Any questions regarding policies, personnel or the Applicant's ability to respond to customer complaints should be directed to:

Bill Edwards, Vice President - Customer Operations  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237  
Telephone: (248) 784-2587  
Facsimile: (248) 784-2501  
E-mail: bedwards@bullseyetelecom.com

10. **Information explaining how the applicant will provide customers with access to emergency services such as 911 or enhanced 911, operator services, interexchange services, directory assistance, and telecommunications relay services.**

BullsEye will enter into an interconnection agreement with Qwest Corporation. Under such an agreement, BullsEye customers will be able to access emergency services such as 911 or enhanced 911. Such calls will be routed through the underlying carrier to the appropriate emergency agency serving the originating location. Access to local operator services, directory assistance and telecommunications relay services will also be made available. BullsEye sets the rates for its services and handles its own customer service.

**11. Financial information including:**

- (a) For the most recent 12 month period, financial statements consisting of balance sheets, income statements, and cash flow statements.**

The Company's financial statements are provided, under Seal as Confidential, as Attachment VI.

- (b) If a public corporation, the applicant's latest annual report and report to stockholders.**

BullsEye Telecom, Inc. is not a public company and does not have an annual report to stockholders.

**12. Information detailing the following matters associated with interconnection to provide proposed local exchange services:**

- (a) The identity of all local exchange carriers with which the applicant plans to interconnect**

BullsEye plans to sign an interconnection agreement with Qwest Corporation and with other incumbent LECs when a UNE-P offering becomes available.

- (b) The likely timing of initiation of interconnection service and a statement as to when negotiations for interconnection started or when negotiations are likely to start.**

BullsEye anticipates an interconnection agreement with Qwest by the 4th quarter 2004.

- (c) A Copy of any request for interconnection made by the applicant to any local exchange carrier.**

The Company has not yet requested an interconnection agreement.

**13. A tariff or price list indicating the prices, terms and conditions of each contemplated local service offering.**

Please see Attachment VII.

**14. Cost support for rates shown in the Company's tariff or price list for rate or price regulated noncompetitive or emerging competitive services.**

The Company requests a waiver of ARSD 20:10:32:03(14) requiring cost support. The Company has not yet determined final prices for its noncompetitive or emerging competitive services and will be unable to do so until an interconnection agreement is signed.

**15. A description of how the Applicant intends to market its local exchange target market, whether the Applicant engages in multilevel marketing, and copies of any Company brochures that will be used to assist in the sale of the services.**

BullsEye markets its telecommunications services to business customers. The Company markets via several different sales channels, including independent agents, telemarketing and the Internet.

BullsEye does not intend to actively market its services in South Dakota. The Company will provide service for those business customers, marketed in other states, with locations within the state of South Dakota.

The Company does not offer charity programs nor does it employ a multi-level marketing approach.

In addition, description of the Company's services may be found on the Internet at [www.bullseyetelcom.com](http://www.bullseyetelcom.com).

**16. If the applicant is seeking authority to provide local exchange service in the service area of a rural telephone company, the date by which the applicant expects to meet the service obligation imposed pursuant to §20:10:32:15 and applicant's plan for meeting the service obligations.**

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

**17. A list of the states in which the Applicant is registered or certified to provide telecommunications services, whether the Applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the Applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the Applicant is not in good standing in a given state, if applicable.**

BullsEye Telecom, Inc. has never been denied registration or certification in any state. BullsEye is in good standing with all states in which it is presently certified. A listing of the states in which BullsEye is registered or certified is attached as Attachment IV



18. **The names, addresses, telephone numbers, E-mail addresses, and facsimile numbers of the Applicant's representatives to whom all inquires must be made regarding customer complaints and other regulatory matters.**

Customer Complaints: Bill Edwards  
Vice President - Customer Operations  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237  
Telephone: (248) 784-2587  
Facsimile: (248) 784-2501  
E-mail: bedwards@bullseyetelecom.com

General Regulatory Matters: Scott Loney  
Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237  
Telephone: (248) 784-2509  
Facsimile: (248) 784-2501  
E-mail: Sloney@bullseyetelecom.com

19. **Information concerning how the Applicant plans to bill and collect charges from customers who subscribe to its proposed local exchange services.**

BullsEye bills its Customers directly. Concerns regarding billing may be addressed by calling BullsEye's toll free customer service telephone number, 877-638-2855. BullsEye customer service is available 24 hours a day, 7 days a week.

20. **Information concerning the Applicant's policies relating to solicitation of new customers and a description of the efforts the Applicant shall use to prevent the unauthorized switching of local service customers by the Applicant, its employees, or agents.**

BullsEye Telecom, Inc. markets via several different sales channels. Inbound and outbound telemarketing calls resulting in a customer selecting BullsEye as a presubscribed carrier are verified through an independent third party. Direct and agent sales are consummated via a Letter of Agency. Written LOAs are also assessed to ensure that the signature of the customer does not match the signature of the salesperson, thus preventing processing of a fraudulent order.

21. **The number and nature of complaints filed against the Applicant with any state or federal commission regarding the unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered.**

See Attachment VIII.

22. **A written request for waiver of those rules believed to be inapplicable.**

BullsEye requests a waiver from ARSD 20:10:32:03(14) requiring cost support and from the requirement to provide financial statements. The Company has addressed these issues in items 11 and 14.

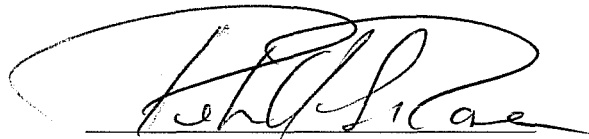
23. **Federal Tax Identification Number.**

BullsEye's Federal Tax Identification Number is: 38-3532242

24. **Other information requested by the commission needed to demonstrate that the Applicant has sufficient technical, financial, and managerial capabilities to provide the local exchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.**

BullsEye has experience operating as a local exchange and interexchange provider in several states. Based on the Company's experience and proven track record, BullsEye is certainly technically qualified to provide local exchange service within the state of South Dakota.

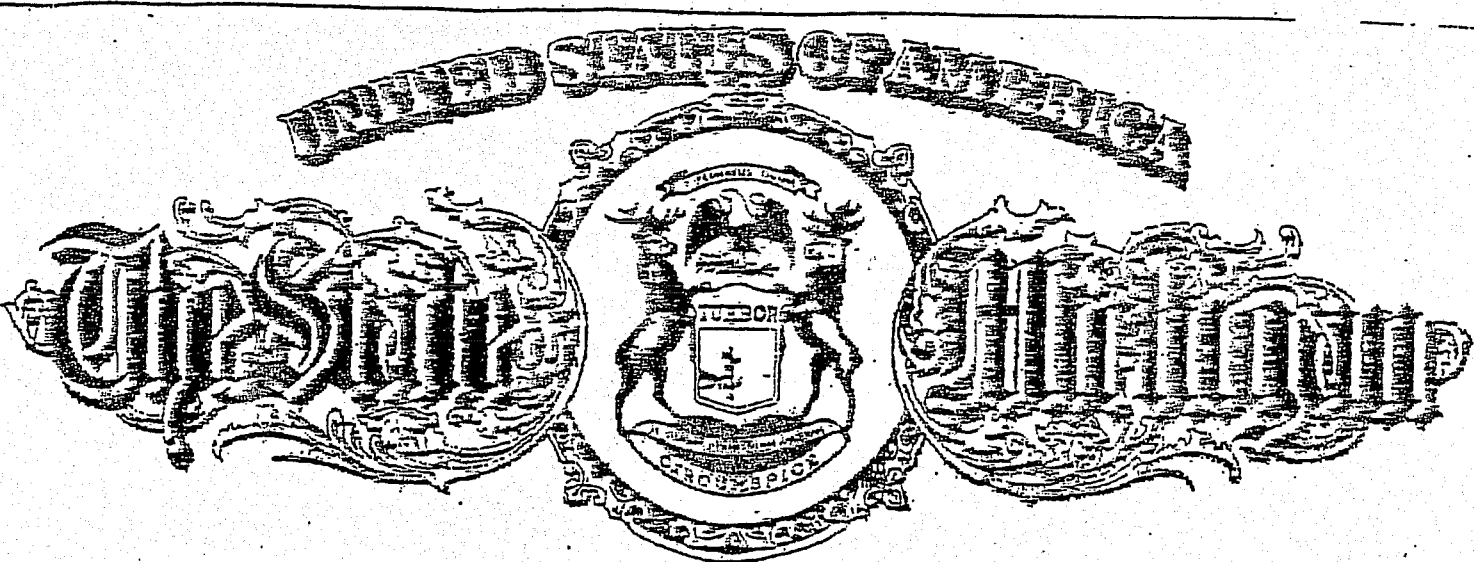
Submitted by:



Peter LaRose  
Vice President - Finance  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, MI 48237

Date:

1/26/05



Michigan Department of Consumer and Industrial Services

Lansing, Michigan

This is to Certify That

**BULLSEYE TELECOM, INC.**

was validly incorporated on April 3, 2000, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this State.

This certificate is issued to attest to the fact that the corporation is in good standing in this office as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose. It is in the usual form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 25th day of April, 2000.

, Director

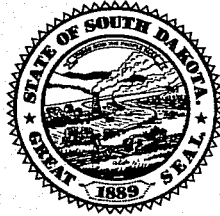
**ATTACHMENT I**

Certificate of Incorporation

**ATTACHMENT II**

South Dakota Certificate of Authority

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

ORGANIZATIONAL ID #: FB029230

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

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

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this December 17, 2004.



*Chris Nelson*

**Chris Nelson**  
Secretary of State

**ATTACHMENT III**

Shareholders

*Shareholders are filed as Confidential.*

## ATTACHMENT IV

### Listing of Existing Approved States

The following page provides the filing and approval status of the Company's certification for facilities-based competitive local exchange and resale interexchange authority.



BullsEye Telecom, Inc.  
Certification Status

State	Local Exchange Authority		Toll Resale Authority	
	Status	Date	Status	Date
Alabama	Approved	12/20/04	Approved	4/30/03
Arkansas	Approved	2/12/03	Filed	2/12/03
California	Approved	8/6/02	Approved	8/6/02
Colorado	Approved	8/22/02	Approved	7/19/02
Connecticut	Approved	9/10/03	Approved	9/10/03
Delaware	Approved	9/9/03	Approved	9/9/03
Florida	Approved	9/3/02	Approved	9/4/02
Georgia	Approved	8/6/02	Approved	7/16/01
Illinois	Approved	4/11/01	Approved	4/11/01
Indiana	Approved	10/11/00	Approved	10/11/00
Iowa	Approved	7/26/02	Approved	7/1/02
Kansas	Approved	9/18/02	Approved	8/7/02
Kentucky	Approved	2/20/03	Approved	2/20/03
Louisiana	Approved	7/2/04	Approved	7/2/04
Maine	Approved	4/30/03	Approved	4/30/03
Maryland	Approved	10/2/02	Approved	10/2/02
Massachusetts	Approved	6/6/02	Approved	6/6/02
Michigan	Approved	8/17/99	N/A	
Minnesota	Approved	9/19/02	Approved	9/19/02
Mississippi	Approved	5/21/03	Approved	5/21/03
Missouri	Approved	12/27/02	Approved	11/7/02
Montana	Approved	5/28/04	Approved	5/28/04
Nebraska	Approved	10/28/03	Approved	10/28/03
Nevada	Approved	5/19/03	Approved	5/19/03
New Hampshire	Approved	10/4/02	Approved	6/24/02
New Jersey	Approved	12/19/02	N/A	
New York	Approved	7/25/02	Approved	7/25/02
North Carolina	Approved	11/6/02	Approved	11/6/02
Ohio	Approved	4/5/01	Approved	4/5/01
Oklahoma	Approved	1/15/03	Approved	12/12/02
Oregon	Approved	12/10/03	Approved	12/10/03
Pennsylvania	Approved	12/5/02	Approved	12/5/02
Rhode Island	Approved	8/21/02	Approved	8/21/02
South Carolina	Approved	7/28/03	Approved	7/28/03
Tennessee	Approved	9/10/03	Approved	9/10/03
Texas	Approved	5/21/02	Approved	5/21/02
Utah	Approved	11/19/03	N/A	
Vermont	Approved	4/29/03	Approved	4/29/03
Virginia	Approved	10/4/02	N/A	
Washington	Approved	3/24/04	Approved	3/24/04
West Virginia	Approved	7/30/03	Approved	7/30/03
Wisconsin	Approved	6/22/00	Approved	6/22/00

## ATTACHMENT V

Resumes of Management

## **BULLSEYE TELECOM, INC.**

### **Management Profiles**

#### **William H. Oberlin - Chairman and Chief Executive Officer**

William Oberlin, Chairman and Chief Executive Officer, is responsible for providing strategic direction, business development and leadership on technology issues. Prior to joining BullsEye he was Chief Executive Officer of Midcom Communications, which he joined in 1996. From 1988 to 1996 he played a key role in the turnaround of Allnet Communications which was sold to Frontier Communications in 1995. Mr. Oberlin began his career in a series of sales and marketing positions, first at New Jersey Bell and subsequently in senior roles at Sprint, DHL Business Systems and the U.S. operations of Cable and Wireless. He holds a bachelor's degree in economics from Rutgers University.

#### **Peter K. LaRose - Vice President for Finance and Secretary**

Peter LaRose, Vice President for Finance, has served in a number of senior financial positions, primarily in the telecommunications industry. He began his career with Price Waterhouse and Co., where his service included performing audits for foreign subsidiaries of U.S. and Spanish firms. He served as Vice President of Finance and Controller for MCI Communications and as Vice President of Finance for both Winstar Gateway Networks and for Midcom Communications. Mr. LaRose holds a B.S. in Business Administration from Pennsylvania State University and is a Certified Public Accountant.

#### **Bill R. Edwards - Vice President of Service Operations**

Bill Edwards, Vice President of Service Operations, brings twenty years of telecommunications service experience to BullsEye Telecom. His work at BullsEye has included key contributions to the design, development and operation of a highly automated order management, service provisioning and customer service infrastructure. His responsibilities include the continued development and operation of many of the non-IT-related components of the Company's back office.

#### **Rosemary P. Cooter - Vice President of Client Service and Support Systems**

Rosemary P. Cooter, Vice President of Client Service and Support Systems, has over ten years experience in the Inbound/Outbound telemarketing arena overseeing the selling and servicing of several telecommunications clients. She worked at The Faneuil Group from 1992-1998 as the Director of Quality and Change Management where she ensured consistency in processes and procedures for multiple North American call centers, and instituted Best Practices throughout the company. Between 1998-2003, Ms. Cooter served as Vice President of Operations for Telemarketing Concepts. Her responsibilities included the effective and profitable running of all U.S. Call Centers, and the executive guidance for all major company accounts. She also provided all supervisor/management training. At BullsEye, Ms. Cooter is responsible for all Corporate Quality initiatives, Customer Service, billing, Sales Operations and Training. She has a B.A. from Illinois State University.

## **BULLSEYE TELECOM, INC.**

### **Management Profiles, (Cont'd.)**

#### **Scott R. Loney - Vice President of Marketing**

Scott Loney, Vice President of Marketing, began his career at Allnet Communications where helped lead an integrated sales and marketing program focused on dedicated T1 voice and data services. After Allnet, he joined Midcom Communications as Director of Marketing, where he led product management for long distance voice and data services and worked extensively in the field of frame relay, Internet and other packet-switched data services. Mr. Loney also served as a marketing consultant with NET-tel Communications. He earned his MBA at the University of Michigan and holds a BA in History and MA in Telecommunications from Michigan State University.

#### **Thomas A. Marino - Vice President of Network Operations**

Thomas A. Marino, Vice President of Network Operations, is responsible for network management, business and technology development for new products and service, regulatory affairs and carrier relations. He has 25 years of telecommunications experience in all facets of the construction, operations, and management of long distance telephone, CLEC and data networks. Previously, Mr. Marino has served in executive positions with Excel Communications, Midcom Communications, Frontier Communications, ALC Communications and Sprint Communications, where he was responsible for the design, development and operation of large-scale, national voice and data networking platforms.

#### **Tom Tisko - Vice President of Business Operations**

Tom Tisko, Vice President of Business Operations, began his career in information systems and operations management at Electronic Data Systems Corporation where he was responsible for leading and managing teams of systems engineers in resource allocation, technical guidance and career development. From 1995-1999 he served as Operations Manager, and later as General Manager, of AdVal Communications where he was responsible for the successful operation of order management and billing systems, back-office IT functions and customer service. Mr. Tisko holds a combined BS in Computer Science and Business Administration from Michigan Technological University and an MBA from Golden Gate University.

## ATTACHMENT VI

### Financial Information

Financial Statements of BullsEye Telecom, Inc.  
are provided under seal as Confidential.

**ATTACHMENT VII**

Proposed Tariff

SOUTH DAKOTA  
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF  
OF  
**BullsEye Telecom, Inc.**

This tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by BullsEye Telecom, Inc., with principal offices at 25900 Greenfield Road, Suite 330, Oak Park, Michigan 48237, 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 during normal business hours at the main office of copies may be inspected, during normal business hours, at the Company's principal place of business located at 25900 Greenfield Road, Suite 330, Oak Park, Michigan 48237.

---

Issued:

Effective:

Issued by:

Scott Loney, Vice President - Marketing  
BullsEye Telecom, Inc.  
25900 Greenfield Road, Suite 330  
Oak Park, Michigan 48237

sdf0500

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Long Distance Services ..... Section 7

Access Services ..... Section 8

Special Arrangements..... Section 9

Promotional Offerings ..... Section 10

Issued:

Effective:

Issued by:                    Scott Loney, Vice President - Marketing  
                                  BullsEye Telecom, Inc.  
                                  25900 Greenfield Road, Suite 330  
                                  Oak Park, Michigan 48237



---

**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.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
	Title	Original *	2	16	Original *
Preface	1	Original *	2	17	Original *
Preface	2	Original *	2	18	Original *
Preface	3	Original *	2	19	Original *
Preface	4	Original *	2	20	Original *
Preface	5	Original *	2	21	Original *
Preface	6	Original *	2	22	Original *
1	1	Original *	2	23	Original *
1	2	Original *	2	24	Original *
1	3	Original *	2	25	Original *
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2	6	Original *	2	32	Original *
2	7	Original *	2	33	Original *
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2	9	Original *	2	35	Original *
2	10	Original *	2	36	Original *
2	11	Original *	2	37	Original *
2	12	Original *	2	38	Original *
2	13	Original *	2	39	Original *
2	14	Original *	2	40	Original *
2	15	Original *			

\* included in this filing.

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Issued:

Effective:

Issued by:

Scott Loney, Vice President - Marketing  
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 25900 Greenfield Road, Suite 330  
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**CHECK SHEET, (CONT'D.)**

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
3	1	Original *	6	10	Original *
4	1	Original *	6	11	Original *
4	2	Original *	6	12	Original *
4	3	Original *	6	13	Original *
4	4	Original *	6	14	Original *
4	5	Original *	6	15	Original *
4	6	Original *	7	1	Original *
4	7	Original *	7	2	Original *
5	1	Original *	8	1	Original *
5	2	Original *	9	1	Original *
5	3	Original *	10	1	Original *
5	4	Original *			
5	5	Original *			
5	6	Original *			
6	1	Original *			
6	2	Original *			
6	3	Original *			
6	4	Original *			
6	5	Original *			
6	6	Original *			
6	7	Original *			
6	8	Original *			
6	9	Original *			

\* included in this filing.

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**EXPLANATION OF SYMBOLS, REFERENCE  
MARKS, AND ABBREVIATIONS OF TECHNICAL  
TERMS USED IN THIS TARIFF**

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.

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**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 BullsEye Telecom, Inc., hereinafter referred to as the Company, to Customers within the state of South Dakota. BullsEye'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. In addition, this tariff is available for review at the main office of BullsEye Telecom, Inc. at 25900 Greenfield Road, Suite 330, Oak Park, Michigan 48237.

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## 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.

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**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.

**Account Codes** - Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

**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, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

**BullsEye** - BullsEye Telecom, Inc., issuer of this tariff.

**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** - BullsEye Telecom, 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.

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**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.

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

**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).

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

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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

**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.

**PBX** - Private Branch Exchange

**PIN** - Personal Identification Number. See Authorization Code.

**Point of Presence ("POP")** - Point of Presence

**Recurring Charges** - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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

**Service Order** - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

**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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**SECTION 1.0 - DEFINITIONS, (CONT'D.)**

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

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from BULLSEYE. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other 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 authorized by a Customer to use service provided under this tariff.

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## 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, (CONT'D.)****2.1 Undertaking of the Company, (Cont'd.)****2.1.3 Terms and Conditions**

- A. Minimum Period** - Service is provided on a term basis only. The minimum term period is one (1) year unless otherwise specified in this tariff or mutually agreed upon by contract. Penalties may apply for early termination of the term agreement.
- 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. Continuation of Service** - Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall be renewed automatically for a one (1) year term, unless the Customer provides notice of intent not to renew such agreement at least thirty (30) days prior to the end of the initial or any additional term. 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.3 Terms and Conditions, (Cont'd.)**

- 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.
  
- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
  
- H.** 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**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 49-13-1.1 and any other applicable law.
  
- B. The liability of the Company for errors in billing that result in overpayment by the Customer may 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 in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- 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;
  - .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;

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**C. (Cont'd.)**

- .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 paragraph A. of this Subsection 2.1.4.
- .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, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

- 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, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.4 Limitations on Liability, (Cont'd.)**

**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 any one 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, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**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, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**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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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**2.1.6 Provision of Equipment and Facilities, (Cont'd.)**

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, (CONT'D.)**

**2.1 Undertaking of the Company, (Cont'd.)**

**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, (CONT'D.)**

**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 which 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, (CONT'D.)**

**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;
- 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;

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.3 Obligations of the Customer, (Cont'd.)**

**2.3.1 General, (Cont'd.)**

- 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 and maintain Company 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;
- 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.3 Obligations of the Customer, (Cont'd.)****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, (CONT'D.)****2.4 Customer Equipment and Channels****2.4.1 General**

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 on 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, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**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, (CONT'D.)**

**2.4 Customer Equipment and Channels, (Cont'd.)**

**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 2.4.2.A. 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, (CONT'D.)**

**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 Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

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, (CONT'D.)****2.5 Payment Arrangements, (Cont'd.)****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 (30) 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 (30) 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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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.2 Billing and Collection of Charges, (Cont'd.)**

- 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 (15) 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 2.6 following and later restored, restoration of service will be subject to all applicable installation charges.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**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  
Capitol Building, 1<sup>st</sup> Floor  
500 East Capitol Ave.  
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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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.5 Payment Arrangements, (Cont'd.)**

**2.5.4 Advance Payments**

The Company does not collect Advance Payments from Customers.

**2.5.5 Deposits**

The Company does not collect Customer Deposits.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service**

- 2.6.1** Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.6.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving five (5) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.6.3** 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.
- 2.6.4** 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.6 Discontinuance of Service, (Cont'd.)**

- 2.6.5** 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.
- 2.6.6** 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.
- 2.6.7** 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.
- 2.6.8** Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.7 Cancellation of Application for Service**

- 2.7.1 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.
- 2.7.2 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).
- 2.7.3 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.
- 2.7.4 The special charges described in 2.7.1 through 2.7.3 will be calculated and applied on a case-by-case basis.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.8 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.9 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 2.9.1 for the part of the service that the interruption affects.

**2.9.1 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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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.9 Allowances for Interruptions in Service, (Cont'd.)**

**2.9.2 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 2.9.3), 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 (30) days of the date that service was affected.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.3 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.

**2.9.4 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 (30) days.
- C.** A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.9 Allowances for Interruptions in Service, (Cont'd.)**

**2.9.4 Application of Credits for Interruptions in Service, (Cont'd.)**

**D. Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**E. Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**F. Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one month period.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.9 Allowances for Interruptions in Service, (Cont'd.)****2.9.5 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

**2.10 Use of Customer's Service by Others****2.10.1 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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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.11 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.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.12 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 2.9.1 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.

**2.12.1 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.** 90% of the Monthly Recurring Charge for the service under the term agreement, multiplied by the number of lines, multiplied by the months remaining in the term agreement.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)**

**2.13 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:

- 2.13.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.13.2 pursuant to any sale or transfer of substantially all the assets of the Company with the state; or
- 2.13.3 pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2.0 - REGULATIONS, (CONT'D.)****2.14 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.

**2.14.1 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 a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

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, (CONT'D.)**

**2.15 Notices and Communications**

- 2.15.1** 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.
- 2.15.2** 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.
- 2.15.3** 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.
- 2.15.4** 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, (CONT'D.)****2.16 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.

**2.16.1 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.

**2.16.2 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, (CONT'D.)**

**2.17 Miscellaneous Provisions**

**2.17.1 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 (120) 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.

**2.17.2 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 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 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges****4.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

New Installation Charge - applies to requests for initial connection or establishment of telephone service to the Company. This charge applies to each line installed.

Technician Dispatch Charge - applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to move, add, change or install service, or to isolate a problem reported to the Company which cannot be handled remotely. This charge also applies when the Customer fails to meet the Company agent or employees for the prearrangement appointment as requested.

Service Order Change Charge - applies to work associated with Customer-requested changes to existing services, including adding or deleting line features. One Service Order Change Charge applies for each change order requested by the Customer. If multiple changes are requested by the Customer and occur on the same order, only one charge applies.

Move Charge - applies when a Customer requests a move or change in physical location of each line. This charge applies whether a Customer changes a telephone number or not. In addition, if the Customer requests a telephone number change, a separate charge may apply.

Telephone Number Change Charge - applies to each Customer-initiated change in telephone number.

Record Order Change Charge - applies when billing or contact information is changed on a Customer account.

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES**

**4.1 Service Order and Change Charges, (Cont'd.)**

**4.1.2 Rates**

New Installation Charge, per line:	\$100.00
Technician Dispatch Charge, per visit:	\$95.00
Service Order Change Charge, per order:	\$10.00
Move Charge, per line:	\$50.00
Telephone Number Change Charge, per request:	\$50.00
Record Order Change Charge:	\$10.00

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.2 Premises Visit Charge**

Premises Visit charges apply when the installation of network access facilities or trouble resolution require a visit to the Customer's premises. This charge applies in addition to the Technician Dispatch Charge.

Rate Per Hour	\$50.00
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**4.3 Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

	<b>Business</b>	<b>Residence</b>
Restoration, per line:	\$30.50	\$30.50

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)****4.4 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone, not presubscribed to the Company, used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call:

\$0.60

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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)****4.5 Carrier Presubscription****4.5.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which 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.

**4.5.2 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 or 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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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)****4.5 Carrier Presubscription, (Cont'd.)****4.5.3 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 in 4.5.5 below:

**4.5.4 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 an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.5.5 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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**SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, (CONT'D.)**

**4.5 Carrier Presubscription, (Cont'd.)**

**4.5.5 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, 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 business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES AND RATES****5.1 General**

Local exchange service is offered to business and residential Customers on a presubscription basis from equal access originating end offices only. Service is provided on a term basis only. Unless other specified, the minimum term is one (1) year. Rates for service may vary by call type and/or term commitment. Usage rates, per call charges and monthly fees may apply. In addition, applicable Service Order and other non-recurring charges may apply. Call timing is defined in the description for each service. Service is available 24 hours a day, 7 days a week. Service is available where technically feasible and where facilities permit.

**5.1.1 Application of Business and Residential Rates**

A. The determination as to whether telephone service should be classified as Business or Residential is based on the character of the use to be made of the service. Service is classified as Business service where the use is primarily or substantially of a business, professional, institutional, or otherwise occupational nature. Where the business use, if any, is incidental and where the major use is of a personal or domestic nature at the person's dwelling, service is classified as Residential service.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)**

**5.1 General (Cont'd.)**

**5.1.1 Application of Business and Residential Rates (Cont'd.)**

**B. Business rates apply at the following locations, among others:**

- .1 In offices, stores and factories, and in quarters occupied by clubs, lodges, fraternal societies, schools, colleges, libraries, hospitals, and other business establishments.
- .2 In residence locations where the place of residence is in the immediate proximity to a place of business and it is evident that the telephone in the residence is or will be used for business purposes, and in residence locations where an extension is located at a place where business rates would apply.
- .3 In the residence of a practicing physician, dentist, veterinary, surgeon, or other medical practitioner who has no service at business rates at another location.
- .4 In any residence location where there is substantial business use of the service and the customer has no service at business rates.

**C. Residence rates apply at the following locations, among others:**

- .1 In private residences; in the residential portion of hotels, apartment houses, boarding houses, churches, or institutions when the use of the service is confined to the domestic use of the Customer and listings of a business nature are not furnished.
- .2 In the residence of a practicing physician, dentist, veterinarian, surgeon, or other medical practitioner provided that such residence is not a part of an office building and provided the Customer has service charged for at business rates another location.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)**

**5.2 Charges Based on Duration of Use**

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:

- 5.2.1 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.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person-to-person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 5.2.3 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.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)****5.3 Basic Local Exchange Service****5.3.1 General**

Basic Local Exchange Service provides a Customer with a telephonic connection to, and a unique telephone number on, the Company switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's Local Calling Services and other Services as set forth in this tariff;
- c) access interexchange calling services of the Company and of other carriers;
- d) access (at no additional charge) to the Company's operators and business office for service related assistance;
- e) access toll-free telecommunications services such as 800 NPA; and access toll-free emergency services by dialing 0 or 9-1-1 (where available);
- f) access relay services for the hearing and/or speech impaired.

Basic Local Exchange Services cannot be used to originate calls to caller-paid information services (e.g., 900, 976) provided by other companies. Calls to those numbers and other numbers used for caller-paid information services will be blocked by the Company's switch. Each Basic Local Exchange Service corresponds to one or more telephonic communications channels that can be used to place or receive one call at a time.

Individual line Residence and Business Basic Local Exchange Service is comprised of exchange access lines defined as follows:

Exchange Access Line - The service central office line equipment and all the Company plant facilities up to the demarcation point. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer.

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)**

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.2 Flat Rate Local Exchange Service**

Flat Rate Local Exchange Service provides a Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time. Flat Rate Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephone, facsimile machines or other station equipment. Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

Flat Rate Local Exchange Service includes unlimited local exchange calling per month. All service is available on a term commitment basis only.

	<u>1 year term</u>	<u>2 year term</u>	<u>3 year term</u>
Monthly Rate, per line:	\$65.00	\$60.00	\$55.00

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**SECTION 5.0 – LOCAL EXCHANGE SERVICES AND RATES, (CONT'D.)**

**5.3 Basic Local Exchange Service (Cont'd.)**

**5.3.3 Local Exchange Call Pack Services, (Cont'd.)**

**B. Call Pack 500**

Call Pack 500 includes a Basic Local Exchange Service Exchange Access Line, for which a flat rate per month provides the Customer a call allowance of five hundred (500) calls of any duration. A per call charge applies to each call thereafter. If an Account has multiple exchange lines, the call allowance is spread across all such lines.

	<u>1 year term</u>	<u>2 year term</u>	<u>3 year term</u>
Monthly Rate, per Account	\$350.00	\$325.00	\$300.00
Rate per call, above 500	\$0.70	\$0.65	\$ 0.60

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES****6.1 Custom Calling Features****6.1.1 General**

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**6.1.2 Description of Features**

- A. Call Forwarding – Automatically routes incoming calls to a predetermined telephone number
- B. Call Forward No Answer – Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.
- C. Call Forward Busy – Automatically routes incoming calls to a predetermined telephone number when the called line is busy.
- D. Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.
- E. 3 – Way Calling – Allows the Customer to add a third party to an existing conversation.
- F. Speed Calling 8 – Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.
- G. Speed Calling 30 – Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)****6.1 Custom Calling Features, (Cont'd.)****6.1.2 Description of Features, (Cont'd.)**

- H. Auto Call Back – Automatically redials the last incoming call.
- I. Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.
- J. Call Screening – Automatically rejects calls from a specified list of numbers or from the incoming number.
- K. Caller ID - Provides for the display of the calling party telephone number on Caller ID compatible customer premises equipment.
- L. Caller ID with Name – Provides for the display of the calling party name and telephone number on Caller ID compatible customer premises equipment.
- M. Multi Ring Service 1 – Provides the Customer with two (2) separate telephone numbers, each with a distinctive ring, associated with one line.
- N. Multi Ring Service 2 - Provides the Customer with three (3) separate telephone numbers, each with a distinctive ring, associated with one line.
- O. Caller Originating Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)****6.1 Custom Calling Features, (Cont'd.)****6.1.3 Rates and Charges**

- A. The following features are available to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the features.

The rates and charges below are provided on a month-to-month basis.

<b>Custom Calling Feature</b>	<b>Monthly Recurring Charge</b>
Call Forwarding	\$10.00
Call Forward – No Answer	\$10.00
Call Forward – Busy	\$10.00
Call Waiting	\$10.00
3-Way Calling	\$10.00
Speed Calling 8	\$10.00
Speed Calling 30	\$10.00
Auto Call Back	\$10.00
Repeat Dialing	\$10.00
Call Screening	\$10.00
Caller ID	\$10.00
Caller ID with Name	\$10.00
Multi Ring Service 1	\$10.00
Multi Ring Service 2	\$10.00

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.1 Custom Calling Features, (Cont'd.)**

**6.1.3 Rates and Charges (Cont'd.)**

- B. The following features are available to all local exchange Customers on a per use basis. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<b>Custom Calling Feature</b>	<b>Per Use</b>
3-Way Calling	\$5.00
Repeat Dialing	\$5.00
Automatic Callback	\$5.00
Caller Originating Trace	\$25.00

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.2 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.

**6.2.1 Local 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.

Charges will not apply for calls placed from hospital services or 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.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.2 Directory Assistance Services, (Cont'd.)**

**6.2.2 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.

The DACC portion of the call may either be billed in the same manner as the DA portion or alternately billed by using a calling card, billing to a third number, or collect. All operator-handled charges, as specified in Section 6.3 of this tariff, apply as appropriate.

Call completion is provided without additional charge for calls within the LATA. However, intraLATA long distance or local message charges apply if applicable.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.2 Directory Assistance Services, (Cont'd.)**

**6.2.3 Rates**

**A. Basic Directory Assistance**

Local, Per Call: \$2.50

**B. Directory Assistance Call Completion**

Per Call: \$2.50

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)****6.3 Operator Services****6.3.1 General**

The Company's operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

Third Party Billed: Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Collect Calls: Provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.3 Operator Services, (Cont'd.)**

**6.3.2 Rates**

**A. Usage Charges**

Rate Per Minute: \$0.20

**B. Per Call Service Charges**

Customer Dialed Calling	\$2.00
Operator Dialed Calling	\$2.00
Collect, Automated	\$4.99
Collect, Operator Assisted	\$5.50
Third Party Billed, Automated	\$4.99
Third Party Billed, Operator Assisted	\$9.99
Person-to-Person	\$9.99

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.4 Busy Line Verification and Emergency Interrupt Service**

**6.4.1 General**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists, requests interruption and the call has already been verified as busy.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**6.4.2 Rates**

Busy Line Verification, per request	\$2.50
Emergency Interrupt Charge, per request	\$5.00

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.5 Directory Listing Service**

**6.5.1 General**

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgement of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Listing services are available with all classes of main telephone exchange service.

**6.5.2 Listings**

**A. Primary Listing**

One listing, termed the primary listing, is included with each exchange access line or each joint user service.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.2 Listings, (Cont'd.)**

**B. Additional Listings**

Additional listings may be the listings of individual names of those entitle to use the customer's service or, for business, Departments, Divisions, Tradenames, etc.

In connection with business and residence service, regular additional listings are available only in the names of Authorized Users of the Customer's service.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings. However, when it appears necessary as an aid to the use of the directory and provided satisfactory service can be furnished, a listing will be permitted under the address of a branch exchange.

Business additional listings are not permitted in connection with residence service. Residence additional listings are also permitted in connection with business service which is located in a residence and for permanent or season guests residing in a hotel or club.

A residence dual name additional listing is comprised of a surname, two first names, address and telephone number. A residence dual name additional listing may be provided for two persons who share the same surname and reside at the same address, or for a person known by two first names.

Special types of additional listings, such as Alternate, Alpha and Informational, Duplicate and Reference Listings, Foreign Listings, etc. take the same business or residence classification as the service with which such listings are furnished.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.2 Listings, (Cont'd.)**

**C. 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.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number. The Company will adhere to this practice not withstanding any claim the calling party may present, except claims of emergencies involving life and death. In such cases, the Company will call the non-published number and request permission to make an immediate connection to the calling party.

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-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published 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-published service or the disclosing of said number to any person.

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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.2 Listings, (Cont'd.)**

**D. Non-listed 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 non-listed 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 non-listed 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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**SECTION 6.0 – SUPPLEMENTARY SERVICES AND RATES, (CONT'D.)**

**6.5 Directory Listing Service, (Cont'd.)**

**6.5.3 Rates**

**A. Nonrecurring Charges**

Additional Listing, per listing:	\$10.00
Foreign Listing:	\$15.00
Non-directory Listed Service, per listing:	\$15.00

**B. Monthly Recurring Charges**

Additional Listing, per listing:	\$10.00
Non-published Service, per listing:	\$10.00
Non-directory Listed Service, per listing:	\$10.00

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**SECTION 7.0 - LONG DISTANCE SERVICES**

**7.1 General**

Toll service is only available in conjunction with local service.

**7.2 IntraLATA Toll Service**

**7.2.1 IntraLATA Switched Service Toll Plan 1**

IntraLATA Switched Service Toll Plan 1 is an outbound calling plan available to Customers who presubscribe to the any one of the Company's local exchange services. Calls are billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. A Monthly Recurring Charge applies in addition to the usage rate.

Per minute rate:	\$0.10
Monthly Recurring Charge, per line:	\$3.00

**7.2.2 IntraLATA Call Pack 100**

IntraLATA Call Pack 100 is an outbound calling plan available to Customers who presubscribe to any one of the Company's local exchange services. A call allowance of one hundred (100) minutes is available for a flat monthly rate. Additional usage above the call allowance is billed in six (6) second increments after an initial period for billing purposes of eighteen (18) seconds. In addition to usage, a Monthly Recurring Charge applies.

Per minute rate:	\$0.09
Monthly Recurring Charge, per line:	\$9.00

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**SECTION 7.0 - LONG DISTANCE SERVICES, (CONT'D.)**

**7.3 Toll Free Services**

**7.3.1 Switched Toll Free Plan 1**

Switched Toll Free Plan 1 is available to Customers for incoming calls. Calls originate from any interstate or intrastate location over a toll free number and terminate to a Customer-provided switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Rates are neither time-of-day sensitive nor mileage sensitive. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of eighteen (18) seconds. Rates are not mileage or time-of-day sensitive. A Monthly Recurring Charge applies in addition to usage rates.

Rate Per Minute:	\$0.10
Monthly Recurring Charge:	\$8.00

**7.4 Calling Card Service**

Calling Card Service is available to Customers for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds. A one-time charge for card set-up applies. There is no per call charge.

Per Minute Rate:	\$0.23
Set Up Charge:	\$2.00

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**SECTION 8.0 - ACCESS SERVICES**

**8.1 General**

Rates and regulations for the Company's Access Services may be found in the Company's South Dakota Tariff No. 2.

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**SECTION 9.0 - SPECIAL ARRANGEMENTS**

**9.1 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the South Dakota Public Utilities Commission.

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**SECTION 10.0 - PROMOTIONAL OFFERINGS**

**10.1 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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## ATTACHMENT VIII

### Customer Complaint Information

Included in this exhibit is customer complaint data for 2002-2004. The Company did not begin operations until 2001 and there were no complaints in 2001.

**Bullseye Telecom, Inc.**  
**Complaint Statistics**  
**2002-2004**

State	Complaints	Line Count	Complaint %	
AL	0	98	0.0000%	
CA	77	5633	1.3669%	
CO	0	305	0.0000%	
FL	4	1020	0.3922%	
GA	2	839	0.2384%	
IA	0	98	0.0000%	
IL	79	8579	0.9209%	
IN	22	2555	0.8611%	
KY	0	265	0.0000%	
LA	0	420	0.0000%	
MA	1	1185	0.0844%	
MD	0	735	0.0000%	
MI	246	20042	1.2274%	
MN	0	85	0.0000%	
MO	0	137	0.0000%	
MS	0	91	0.0000%	
NC	8	1070	0.7477%	
NE	0	29	0.0000%	
NH	0	6	0.0000%	
NJ	8	1893	0.4226%	
NY	38	2479	1.5329%	
OH	87	9721	0.8950%	
OR	0	67	0.0000%	
PA	31	2165	1.4319%	
SC	0	189	0.0000%	
TN	0	255	0.0000%	
TX	4	1010	0.3960%	
UT	0	89	0.0000%	
VA	1	384	0.2604%	
WA	0	130	0.0000%	
WI	12	2292	0.5236%	
	620	63866	0.9708%	0

**Bullseye Telecom, Inc.**  
**Complaint Statistics**  
**2002-2004**

**Year**

2002	43
2003	208
2004	369

**Bullseye Telecom, Inc.  
Complaint Statistics  
2002-2004**

**Type**

<b>Billing</b>	118
<b>Contract</b>	82
<b>Misrepresentation</b>	44
<b>Other</b>	101
<b>Slamming</b>	116
<b>Termination Fees</b>	159

## ATTACHMENT IX

### Sample Marketing Materials

BullsEye does not intend to actively market its services in South Dakota. The Company will provide service for those business customers, marketed in other states, with locations within the state of South Dakota.

General marketing information can be found on the Internet at [www.bullseyetelcom.com](http://www.bullseyetelcom.com).



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