

BEFORE THE SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Application of)
iNetworks Group, Inc. for a Certificate)
of Authority to provide resold Interexchange) Docket No.:
telecommunications services within the)
State of South Dakota)

APPLICATION

COMES NOW iNetworks Group, Inc. (hereinafter "Applicant"), by the undersigned and files this Application requesting authority to engage in providing resold interexchange telecommunications services to business customers throughout the State of South Dakota under the name of iNetworks Group, Inc.

In support of its Application, Applicant states as follows:

1. Applicant is a foreign for-profit corporation duly organized on January 16, 2002, existing under the laws of the State of Illinois, with a Federal identification number of 61-1403061. A copy of the Applicant's Articles of Incorporation are attached as **Exhibit A**. The Applicant applied for and received foreign corporation Certificate of Authority from the South Dakota Office of the Secretary of State, a copy of which is attached as **Exhibit B**. The Applicant has also applied for and received its South Dakota sales tax number, which is 73-001-611403061E-ST-001.

2. The address and telephone numbers for the Applicant are as follows:

Principal Place of Business: 125 S. Wacker Drive, Suite 2510
Chicago, IL 60606
Phone: (312) 212-0822
Facsimile: (312) 422-9201
Toll Free: 1(866) 363-6387
info@inetworksgroup.com

Regulatory Matters: Judith A. Riley, Regulatory Counsel
5909 NW Expressway, Suite 101
Oklahoma City, OK 73132
Phone: (405) 755-8177
Facsimile: (405) 755-8377
jriley@telecompliance.net

3. Contact information for questions regarding customer service or problems should be directed to:

Raymond Cowley,
Senior Vice President and Treasurer
iNetworks Group, Inc.
125 S. Wacker Drive, Suite 25210
Chicago, IL 60606
Phone: (312) 212-0822
Facsimile: (312) 422-9201
Toll Free: 1(866) 363-6387
info@inetworksgroup.com

4. iNetworks Group Inc. is a reseller of telecommunications services with no pre-paid service offerings. The Applicant provides resold Interexchange telecommunications services, dedicated point-to-point private line service and dedicated Internet access to business customers only. The Company's voice product offerings include 1+ outbound long and inbound toll free service. All services are offered over both switched and dedicated facilities including Intergraded Services Digital Network (ISDN).

The Applicant will not be providing alternate operator services. The Company intends to offer service throughout all exchanges currently served by Qwest, and will seek the proper Interconnection Agreements upon completion of certification to engage in providing services in the State of South Dakota. Attached as **Exhibit C**, is a listing of the exchanges that Applicant proposes to begin its initial service offerings. As a reseller of telecommunications services, the Applicant will not have personnel, facilities or equipment located within the State of South Dakota.

5. iNetworks Group, Inc. possesses over twenty years of technical and managerial expertise and experience necessary to provide the services it proposes. To further demonstrate abilities, attached as **Exhibit D** are the biographies of key management personnel.

6. The Applicant has sufficient financial resources to provide the proposed telecommunications services within South Dakota as demonstrated in **Exhibit E**. The applicant is submitting Exhibit D as confidential and under seal for the use of the Commission only for the following reasons; a) iNetworks Group, Inc. is not a publicly traded company and therefore does not file financial statements with the SEC; b) The statements contain sensitive financial information, which iNetworks Group, Inc. protects from disclosure. This information is not generally available to those inside the Company without specific need-to-know, and the Company keeps it in a secure location to prevent inadvertent disclosure. This information has not been released previously; c) Public disclosure of the information would cause undue harm to iNetworks Group, Inc. and would prove detrimental to iNetworks Group, Inc.'s competitive position in the marketplace. The confidential information is being provided for the sole use of the Commission in exercising their respective governmental functions by examining the Application. There is no legitimate purpose to be served in disclosing this confidential material to any person other than the appropriate reviewing staffs of the Commission.

7. The Applicant does not use third parties for billing. A sample invoice is attached hereto as **Exhibit F**. Any changes in rates, terms or conditions will be provided to customers with no less than thirty (30) days notice in the form of billing inserts and notifications. Customers engaging the Applicant for service, will be provided a current set of rates, terms and conditions and upon signed agreement for service. Current tariffs will be made available for the Commission and Customer.

8. iNetworks Group, Inc. is able to properly perform the proposed telecommunications services and to conform to the terms, conditions, and Rules of the South Dakota Public Utilities Commission. Further, Applicant has no affiliates, subsidiaries or a Parent Company.

9. The Applicant utilizes standard media methods of print, radio and television sources to advertise its services. This is in addition to attending tradeshow and professional contacts.

10. The Applicant currently provides resold telecommunications services in several jurisdictions and has not been denied certification in any jurisdiction, nor have there been any enforcement actions against the Applicant. The Applicant has not been denied certification in any jurisdiction, nor have there been any enforcement actions against the Company. The Applicant has not been the subject of any complaints regarding unauthorized switching of a customer's telecommunications provider and the act of charging customers for services that have not been ordered. Applicants operations and/or authorities are outlined in the attached **Exhibit G**.

11. The Applicant has no pending actions or unsatisfied judgments or decisions against it from any state or federal agency or court which involves customer service rates, which action, judgment or decision has occurred within three (3) years of the date of this Application. No Commission annual reports or assessment fees are overdue.

12. Applicant feels the granting of this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of South Dakota. The public will benefit directly, through the use of the competitive service offerings and the presence of Applicant in this market will increase the incentives for other

telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of services.

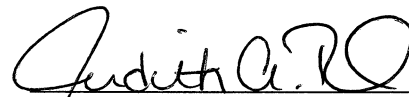
13. Applicants proposed Interexchange Services Tariff No. 2 is attached as **Exhibit H**, which details the rates and conditions of service offerings being proposed.

WHEREFORE, Applicant, iNetworks Group, Inc. prays that the Public Utilities Commission enter an order granting it a Certificate of Authority in the State of South Dakota.

Applicant certifies that the representations in this Application and attached exhibits are true, correct, and complete, based on Applicant's knowledge and belief, and made in good faith.

DATED this 2nd day of February, 2009.

Respectfully submitted,



Judith A. Riley, Regulatory Counsel
On behalf of iNetworks Group, Inc.
5909 N.W. Expressway, Suite 101
Oklahoma City, OK 73132
Telephone: (405) 755-8177
Facsimile: (405) 755-8377
Email: jriley@telecompliance.net

LIST OF EXHIBITS

EXHIBIT A	Illinois Articles of Incorporation
EXHIBIT B	Certificate of Authority for Foreign Corporation
EXHIBIT C	Exchange Listing
EXHIBIT D	Biographies of Key Management
EXHIBIT E	Financial Statements – Filed as CONFIDENTIAL
EXHIBIT F	Sample Invoice
EXHIBIT G	Jurisdiction Operations
EXHIBIT H	Proposed Interexchange Services Tariff No. 2

EXHIBIT A

Illinois Articles of Incorporation

Form **BCA-2.10** | **ARTICLES OF INCORPORATION**

(Rev. Jan. 1999)

Jesse White
 Secretary of State
 Department of Business Services
 Springfield, IL 62756
 http://www.sos.state.il.us

This space for use by Secretary of State

Filed 1/16/2002

Jesse White Secretary of State

SUBMIT IN DUPLICATE!

This space for use by Secretary of State

Date **Filed 1/16/2002**

Franchise Tax \$ 25.00
 Filing Fee \$ 75.00

Approved **BE** **\$100.00**

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

62002301



1. CORPORATE NAME: iNETWORKS Group, Inc. **RB**

(The corporate name must contain the word "corporation", "company," "incorporated," "limited" or an abbreviation thereof.)

2. Initial Registered Agent: Laurence J. DeVries

First Name	Middle Initial	Last name
Laurence J.		DeVries

Initial Registered Office: 566 West Adams, Suite 600

Number	Street	Suite #
566	West Adams	600

City	IL	County	Zip Code
Chicago		Cook	60661

3. Purpose or purposes for which the corporation is organized: **44**
 (If not sufficient space to cover this point, add one or more sheets of this size.)

To conduct any and all business for which corporations may be organized under the Illinois Business Corporation Act.

4. Paragraph 1: Authorized Shares, Issued Shares and Consideration Received:

Class	Par Value per Share	Number of Shares Authorized	Number of Shares Proposed to be Issued	Consideration to be Received Therefor
Common	\$ N/A	10,000	1,000	\$100.00

TOTAL = \$100.00

Paragraph 2: The preferences, qualifications, limitations, restrictions and special or relative rights in respect of the shares of each class are: N/A

(If not sufficient space to cover this point, add one or more sheets of this size.)

5. **OPTIONAL:** (a) Number of directors constituting the initial board of directors of the corporation: _____ .
 (b) Names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and qualify:
- | Name | Residential Address | City, State, ZIP |
|------|---------------------|------------------|
| | | |
| | | |
| | | |

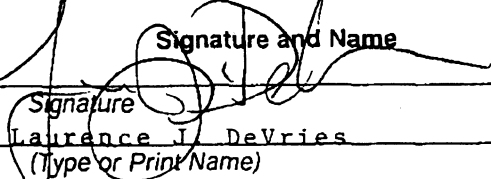
6. **OPTIONAL:** (a) It is estimated that the value of all property to be owned by the corporation for the following year wherever located will be: \$ _____
 (b) It is estimated that the value of the property to be located within the State of Illinois during the following year will be: \$ _____
 (c) It is estimated that the gross amount of business that will be transacted by the corporation during the following year will be: \$ _____
 (d) It is estimated that the gross amount of business that will be transacted from places of business in the State of Illinois during the following year will be: \$ _____

7. **OPTIONAL: OTHER PROVISIONS**
 Attach a separate sheet of this size for any other provision to be included in the Articles of Incorporation, e.g., authorizing preemptive rights, denying cumulative voting, regulating internal affairs, voting majority requirements, fixing a duration other than perpetual, etc.

8. **NAME(S) & ADDRESS(ES) OF INCORPORATOR(S)**

The undersigned incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated December 17, 2001
 (Month & Day) Year

Signature and Name	Address
1.  Signature Laurence J. DeVries (Type or Print Name)	1. <u>566 West Adams Street, Suite 600</u> Street <u>Chicago, Illinois 60661</u> City/Town State ZIP Code
2. _____ Signature _____ (Type or Print Name)	2. _____ Street _____ City/Town State ZIP Code
3. _____ Signature _____ (Type or Print Name)	3. _____ Street _____ City/Town State ZIP Code

(Signatures must be in **BLACK INK** on original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

NOTE: If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its president or vice president and verified by him, and attested by its secretary or assistant secretary.

FEE SCHEDULE

- The initial franchise tax is assessed at the rate of 15/100 of 1 percent (\$1.50 per \$1,000) on the paid-in capital represented in this state, with a minimum of \$25.
- The filing fee is \$75.
- The **minimum total due** (franchise tax + filing fee) is **\$100**.
 (Applies when the Consideration to be Received as set forth in Item 4 does not exceed \$16,667)
- The Department of Business Services in Springfield will provide assistance in calculating the total fees if necessary.
 Illinois Secretary of State Springfield, IL 62756
 Department of Business Services Telephone (217) 782-9522 or 782-9523

FORM **BCA 5.10/5.20** (rev. Dec. 2003)
**STATEMENT OF CHANGE OF
REGISTERED AGENT AND/OR
REGISTERED OFFICE**
Business Corporation Act

Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
217-782-3647
www.cyberdrivellinois.com

FILED

FEB 26 2007

JESSE WHITE
SECRETARY OF STATE

P A I D
FEB 27 2007

DEPARTMENT OF
BUSINESS SERVICES

Remit payment in the form of a
check or money order payable
to Secretary of State.



File # 6200230-1 Filing Fee: \$25 Approved: JH

Submit in duplicate Type or Print clearly in black ink Do not write above this line

1. Corporate Name: iNETWORKS Group, Inc.

2. State or Country of Incorporation: Illinois

3. Name and Address of Registered Agent and Registered Office as they appear on the records of the Office of the Secretary of State (before change):

Registered Agent Laurence J. DeVries
First Name Middle Name Last Name
Registered Office 566 W. Adams, Suite 600
Number Street Suite No. (P.O. Box alone is unacceptable)
Chicago 60661 Cook
City ZIP Code County

4. Name and Address of Registered Agent and Registered Office shall be (after all changes herein reported):

Registered Agent Laurence J. DeVries
First Name Middle Name Last Name
Registered Office 900 W. Jackson, Suite #7E
Number Street Suite No. (P.O. Box alone is unacceptable)
Chicago 60607 Cook
City ZIP Code County 016

5. The address of the registered office and the address of the business office of the registered agent, as changed, will be identical.

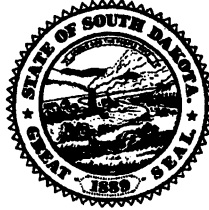
6. The above change was authorized by: ("X" one box only)
a. Resolution duly adopted by the board of directors. (Note 5)
b. Action of the registered agent. (Note 6)

SEE REVERSE FOR SIGNATURE(S).

EXHIBIT B

Certificate of Authority for Foreign Corporation

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

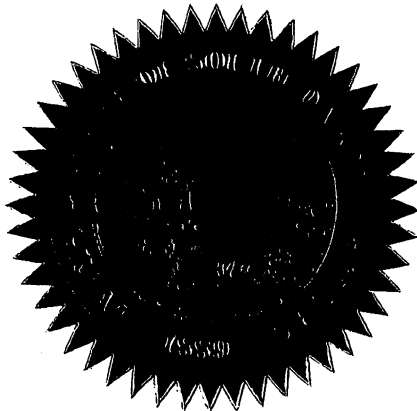
Certificate of Authority

ORGANIZATIONAL ID #: FB032945

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 22, 2008.



Chris Nelson

Chris Nelson
Secretary of State

EXHIBIT C

Exchange Listing

PROPOSED EXCHANGES FOR INITIAL SOUTH DAKOTA OPERATIONS	
Inetworks Group, Inc.	
Arlington*	Miller*
Ashton*	Mina*
Athol*	Miranda*
Badger*	Mission Hill*
Bancroft*	Mitchell*
Bath*	Morningside*
Belle Fourche	Morristown*
Big Stone City*	North Sioux City*
Black Hawk*	Ordway*
Box Elder*	Orland*
Bruce*	Osceola*
Burbank*	Piedmont*
Canning*	Pierre*
Canton*	Pluma*
Caputa*	Prairie Village*
Carpenter*	Rapid City*
Cavour*	Redfield*
Central City	Renner*
Chamberlain	Richland*
Colman*	Rochford*
Corona	Rockerville*
Dakota Dunes	Rockham*
De Smet*	Rowena*
Deadwood*	Saint Lawrence*
East Sioux Falls	Saint Onge*
Egan*	Silver City*
Elk Point*	Sioux Falls*
Ellis*	Sioux Falls*
Ellsworth AFB*	Spearfish*
Fairburn*	Spink*
Fairview*	Sturgis*
Firesteel*	Tea*
Flandreau*	Terraville*
Fort Meade*	Thunder Hawk*
Fort Pierre*	Tilford*
Frankfort*	Timber Lake*
Glencross*	Trail City*
Grover*	Vayland*
Harrisburg*	Vermillion*
Huron*	Villa Rancho*
Iroquois*	Virgil*
Junius*	Volga*
Kampeska*	Warner*
Kranzburg*	Watauga*
Lead*	Watertown*
Loomis*	Waverly*
Madison*	Whitewood*
McCook Lake*	Yale*
Mcintosh*	Yankton*
Meckling*	Zell*
Milbank*	

*Indicates service may also be provided currently by another CLEC

EXHIBIT D

Biographies of Key Management

Biographical Resume
David J. Smat, President and Treasurer
iNETWORKS Group, Inc.

Contact Information:

Principal Business Address

125 S. Wacker Drive, Suite 2510
Chicago, IL 60606
Phone: (312) 212-0822 Voice
(866) 363-6387 Toll Free
(312) 422-9201 Fax

Vital:

Resides: Chicago, Illinois
Wife and three children

Education:

University of Illinois
Bachelor of Science

Case Western University
Masters in Business Administration

Statement of Abilities:

David J. Smat, President and CEO of iNETWORKS Group, Inc. started the company in 2001 after a highly successful 12 year career with AT&T Corp.

Under Mr. Smat's leadership, iNETWORKS Group, Inc has grown to become a major provider of network integration and off net services, performing as a comprehensive solutions provider delivering high capacity services. The company provides services to enterprise and other carriers including government customers such as the United States Department of Defense.

Prior to founding iNETWORKS Group, Mr. Smat held multiple positions at AT&T Corp including Sales Vice President and General Manager in AT&T's Wholesale organization. At AT&T, Mr. Smat built and managed a number of sales organizations supporting Service Provider and Systems Integrator customers.

Mr. Smat has vast experience in over-seeing the planning, design and implementation of many large scale SONET networks. His experience includes overseeing the design and implementation of toll free and long distance networks as well as a strong management background while having directed multiple sales organizations and sales support functions.

Biographical Resume
Raymond L. Cowley, Secretary and Vice President
iNETWORKS Group, Inc.

Contact Information:

Principal Business Address

125 S. Wacker Drive, Suite 2510
Chicago, IL 60606
Phone: (312) 212-0822 Voice
(866) 363-6387 Toll Free
(312) 422-9201 Fax

Vital:

Resides in Naperville, IL
Wife and two children

Education:

University of Toledo
Bachelors in Business Administration

Statement of Knowledge, Skills and Ability:

Raymond L. Cowley, Senior VP and General Manager joined iNETWORKS Group, Inc., in 2004 after successful assignments with several Fortune 500 firms.

Under Mr. Cowley's leadership, iNETWORKS Group, Inc. has grown to become a major provider of network integration and off net services, performing as a comprehensive solutions provider delivering high capacity services. The company provides services to enterprise and other carriers, including the United States Department of Defense.

Prior to joining iNETWORKS Group, Mr. Cowley held multiple positions at Key Corp, a multi-regional banking institution headquartered in Cleveland, Ohio. While at Key Corp, Mr. Cowley attained the position of Senior VP of Network Operations and was responsible for the overall telecommunication engineering and operations.

Prior to his assignment at Key Corp, Mr. Cowley held telecommunications management positions at both Blue Cross Blue Shield of Ohio and the Libbey-Owens-Ford Company.

During his career at Libbey-Owens Ford Company, Mr. Cowley was responsible for implementation of the corporate voice and data networks including the implementation of PBX systems throughout the company. While continuing his career at BCBSOH, Mr. Cowley was responsible for designing and streamlining the company voice network and implementing a state of the art Call Center ACD system.

Finally, as Sr VP Network Operations at Key Corp, Mr. Cowley implemented a company wide Cisco data network and upgraded the customer facing ACD call centers.

EXHIBIT F

Sample Invoice

iNetworks Group, Inc.
125 S. Wacker Drive
Suite 2510
Chicago, IL 60606
866-363-6387

ACCOUNT STATEMENT

CUSTOMER
123 Any Street
Hartford, CT 01010

Account 0000
Invoice Number 0000
Invoice Date 00/00/2008
Invoice Due 00/00/2008
Billing Telephone (614) 0000000
Previous Balance \$000.00
Previous Payment \$0.00
Current Charges \$00.00
TOTAL DUE \$000.00

SAMPLE

Current Charges

Charge Description	Billing Date	Price
USA Internet Access	04/24/2007-05/23/2007	0.00
Inside Wire Maintenance	04/24/2007-05/23/2007	0.00
Total Local Charges		00.00

FORMAT

Taxes and Other Applicable Fees

Name	Amount
Sales Tax	0.00
Federal Excise Tax	0.00
Fed Universal Service Fund	0.00
FCC Authorized Line Charge	0.00
Bill Processing Fee	0.00
FCC Regulatory Fee (Wireline)	0.00
Total Taxes and Other Fees 00.00	

ONLY

EXHIBIT G

Jurisdiction Operations

iNETWORKS GROUP, INC.
OPERATIONS STATUS

STATE	DATA	CLEC	IXC	DATE OF LAST AUTHORIZATION	
ALABAMA	DEREGULATED	IN PROCESS	IN PROCESS		
ALASKA	IN PROCESS	IN PROCESS	IN PROCESS		
ARIZONA	PENDING	PENDING	PENDING		
ARKANSAS	DEREGULATED	PENDING	PENDING		
CALIFORNIA	ACTIVE	PENDING	ACTIVE	8/26/2008	
COLORADO	PENDING	PENDING	PENDING		
CONNECTICUT	IN PROCESS	IN PROCESS	IN PROCESS		
DISTRICT OF COLUMBIA	DEREGULATED	IN PROCESS	IN PROCESS		
FLORIDA	DEREGULATED	PENDING	ACTIVE	11/21/08	
GEORGIA	ACTIVE	PENDING	PENDING	08/19/08	
HAWAII	IN PROCESS	IN PROCESS	IN PROCESS		
IDAHO	IN PROCESS	IN PROCESS	IN PROCESS		
ILLINOIS	ACTIVE	ACTIVE	ACTIVE	12/08/08	
INDIANA	ACTIVE	ACTIVE	ACTIVE	05/07/08	
IOWA	ACTIVE	IN PROCESS	IN PROCESS		
KANSAS	IN PROCESS	IN PROCESS	IN PROCESS		
KENTUCHY	ACTIVE	IN PROCESS	IN PROCESS		
LOUISIANA	IN PROCESS	IN PROCESS	IN PROCESS		
MAINE	ACTIVE	ACTIVE	ACTIVE	08/19/08	
MARYLAND	DEREGULATED	IN PROCESS	IN PROCESS		
MASSACHUSETTS	PENDING	PENDING	PENDING		
MICHIGAN	IN PROCESS	IN PROCESS	IN PROCESS		
MINNESOTA	PENDING	PENDING	PENDING		
MISSISSIPPI	IN PROCESS	IN PROCESS	IN PROCESS		
MISSOURI	PENDING	PENDING	PENDING		
MONTANA	ACTIVE	IN PROCESS	IN PROCESS		
NEBRASKA	ACTIVE	ACTIVE	ACTIVE	11/12/08	
NEVADA	IN PROCESS	IN PROCESS	IN PROCESS		
NEW JERSEY	ACTIVE	ACTIVE	ACTIVE	03/10/08	
NEW MEXICO	IN PROCESS	IN PROCESS	IN PROCESS		
NEW YORK	ACTIVE	PENDING	PENDING		
NORTH CAROLINA	ACTIVE	ACTIVE	ACTIVE	08/19/08	
NORTH DAKOTA	IN PROCESS	IN PROCESS	IN PROCESS		

iNETWORKS GROUP, INC.
OPERATIONS STATUS

STATE	DATA	CLEC	IXC	DATE OF LAST AUTHORIZATION	
OHIO	ACTIVE	IN PROCESS	IN PROCESS		
OKLAHOMA	PENDING	PENDING	PENDING		
OREGON	PENDING	PENDING	PENDING		
PENNSYLVANIA	ACTIVE	IN PROCESS	IN PROCESS		
PURETO RICO	IN PROCESS	IN PROCESS	IN PROCESS		
RHODE ISLAND	IN PROCESS	IN PROCESS	IN PROCESS		
SOUTH DAKOTA	IN PROCESS	IN PROCESS	IN PROCESS		
TEXAS	ACTIVE	IN PROCESS	IN PROCESS		
UTAH	DEREGULATED	IN PROCESS	IN PROCESS		
VERMONT	IN PROCESS	IN PROCESS	IN PROCESS		
VIRGINIA	ACTIVE	PENDING	PENDING		
WASHINGTON	ACTIVE	PENDING	PENDING		
WEST VIRGINIA	PENDING	PENDING	PENDING		
WISCONSIN	ACTIVE	ACTIVE	ACTIVE	12/18/08	
WYOMING	PENDING	PENDING	PENDING		
LEGEND					
DEREGULATED	Jurisdiction indicated no longer regulates noted service type from resellers				
IN PROCESS	Application is being prepared for filing				
PENDING	Application has been filed and waiting final approval				
ACTIVE	Full authority received				
*Active indicates authority, but does not necessarily Company has begun providing the authorized service					

EXHIBIT H

Proposed Local Exchange Services Tariff No. 1

TELECOMMUNICATIONS SERVICES

INTEREXCHANGE SERVICES TARIFF
OF
INETWORKS GROUP, INC.

This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at iNetworks Group, Inc., 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606.

Issued:

By: Raymond L Cowley, Sr. VP & General Manager
iNetworks Group, Inc.
125 S. Wacker Drive, Suite 2510
Chicago, IL 60606

Effective:

TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages 1 through 31 inclusive of this tariff are effective as of the date shown at the bottom of each 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.

<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>	<u>PAGE</u>	<u>Revision</u>
1	Original	31	Original				
2	Original						
3	Original						
4	Original						
5	Original						
6	Original						
7	Original						
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24	Original						
25	Original						
26	Original						
27	Original						
28	Original						
29	Original						
30	Original						

* Indicates new page revision with this issue

Issued:

By: Raymond L Cowley, Sr. VP & General Manager
INetworks Group, Inc.
125 S. Wacker Drive, Suite 2510
Chicago, IL 60606

Effective:

TELECOMMUNICATIONS SERVICES

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Issued:

By: Raymond L Cowley, Sr. VP & General Manager
 INetworks Group, Inc.
 125 S. Wacker Drive, Suite 2510
 Chicago, IL 60606

Effective:

TELECOMMUNICATIONS SERVICES

SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify changed regulation.
- (D) To signify deleted or discontinued rate, regulation or condition.
- (I) To signify a change resulting, in an increase to a customer's bill.
- (M) To signify material moved from or to another part of tariff with no change in text, rate, rule or condition.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify a change resulting in a reduction to a customer's bill.
- (T) To signify change in text but no change in rate, rule or condition.
- (Y) To signify a reference to other published tariffs.
- (Z) To signify a correction.

Issued:

By: Raymond L Cowley, Sr. VP & General Manager
INetworks Group, Inc.
125 S. Wacker Drive, Suite 2510
Chicago, IL 60606

Effective:

TELECOMMUNICATIONS SERVICES

TARIFF FORMAT SHEET

- 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, the page appears as a decimal. For example, a new page added between pages 20 and 21 would be 20. 1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the South Dakota Public Utilities Commission. For example, the 4th revised Page 20 cancels the third revised Page 21. Because of deferrals, notice periods etc., the most current page number on file with the Commission is not always the tariff page in effect. Subscriber should consult the check page 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 of coding.
- 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). 1. (i)
 - 2.1. 1 .A. 1.(a).1 (i) (1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, etc.). The subscriber should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to the Company's network switching center.

Authorization Code - A numerical code, one or more of which are available to a Customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the Customer for billing purposes.

Commission – South Dakota Public Utilities Commission

Customer - The person, firm, corporation or other entity which orders service and is responsible for payment of charges due and compliance with the Company's tariff regulations.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

InterLATA Toll Call - Any call terminating beyond the LATA of the originating caller.

IntraLATA Toll Call - Calls terminating within the LATA of the originating caller.

Telecommunications – The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier – The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of The Company

This tariff contains the regulations and rates applicable to Business customer's intrastate telecommunications services provided by the Company for telecommunications between points within the State of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS - Toll Free Services) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of The Company (Cont'd)

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, to refuse to reconnect a customer or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; required underlying carrier commitments; or when the use of service becomes or is in violation of the law or a provision of this tariff.

2.1.4 Unless otherwise stated, the Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Use and Limitations of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company does not transmit messages, but the services may be used for that purpose.

2.2.5 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5 herein.

2.2.6 Customers shall not use the service provided under this tariff for any unlawful purpose.

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TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.2 Use and Limitations of Services (Cont'd)

- 2.2.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.2.8 All facilities provided under this tariff are directly controlled by The Company and the Customer may not transfer or assign the use of the service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.9 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transfers.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, terrorism, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Liability of the Company (Cont'd)

2.3.4 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities shall, in no event, exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur. No other liability in any event shall attach to the Company, except as ordered by the Commission.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity of any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer or Subscriber

- 2.4.1 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to authorized users.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company 's services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer or Subscriber (Cont'd)

- 2.4.5 The Customer shall ensure that its equipment and/or system is properly interfaced with the Company facilities or services, that the signals emitted into the Company network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.

If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to the Company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.6 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer, users, or others, by improper use of the services, or by use of equipment provided by the Customer, users, or others.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.4 Responsibilities of the Customer or Subscriber (Cont'd)

2.4.7 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.

2.4.8 The Customer is responsible for the payment of charges for all calls originated at the Customer's numbers, even when those calls are originated by fraudulent means, either from the Customer's premises or from remote locations.

2.4.9 The Customer or authorized user is responsible for compliance with the applicable regulations set forth in this tariff.

2.4.10 The Customer or authorized user is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

2.5 Cancellation or Discontinuance of Services

2.5.1 Without incurring liability, the Company may, upon verbal or written notice, discontinue services to a Customer or may withhold the provision of ordered or contracted services:

- A. For nonpayment of any sum due the Company for more than five days after issuance of the bill for the amount due,
- B. For violation of any of the provisions of this tariff,
- C. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over the Company's services, or
- D. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.5 Cancellation or Discontinuance of Services (Cont'd)

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company's equipment and services and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using a call screening method which generates a network message not allowing calls to complete, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Interruption of Service

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing, inspecting, or adjusting, of equipment; or to the failure of channels or equipment provided by the Customer; or to the Company's blocking of services to certain locations; and that is not caused by the Customer, is subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.6 Interruption of Service (Cont'd)

2.6.7 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or quarter hour increments thereof that the interruption continues.

CREDIT FORMULA:

$$\text{Credit} = (A \times B) / 720$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission

2.8 Deposits

The Company will not require any Customer to make a deposit to secure or maintain service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.9 Advance Payments

The Company will not require any Customer to make an advance payment.

2.10 Taxes

All federal, state and local taxes, assessments, surcharges, or fees (i.e., gross receipts tax, sales tax, use tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.11 Billing and Charges

2.11.1 The Company will bill its customers directly. Billing will be payable upon receipt and will be considered past due if not paid within 5 days.

2.11.2 The Customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges may be billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.12 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amount due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payment, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company will be determined by the Court.

2.13 Customer Complaints and/or Billing Disputes

2.13.1 Customers may contact the Company's representatives 24 hours a day, 7 days a week at 1- 866-363-6387 or by writing to the Company, Customer Service Department, 125 S. Wacker Drive, Suite 2510, Chicago, IL 60606.

2.13.2 Any objection to billed charges should be reported within thirty (30) days of the date of the invoice to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission to intervene in the billing dispute.

2.14 Reseller/Rebiller Certification

Any Customer that resells or rebills the Company services set forth in this tariff must possess all certifications and authorizations required by the South Dakota Public Utilities Commission and all other pertinent authorities.

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TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls3.1.1 Chargeable Time

The Customer's long distance usage charge is based on the actual usage of The Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling party hangs up thereby releasing the network connection. If the called party hangs up but the calling party does not, chargeable time ends when the network connection is released or by automatic timing equipment in the network. There will be no charges for incomplete calls.

3.1.2 Billing Increments

The minimum call duration and initial billing period is 6 seconds for all intrastate direct dialed calls unless otherwise specified by this tariff. Any additional period is measured and rounded to the next higher 6 second increment unless otherwise specified by this tariff.

3.1.3 Rounding

All calls will be rounded to the fourth decimal place amount of a call charge.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.2 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Telcordia in their NPA-NXX V & H Coordinates Tape and NECA's Tariff No. 4

FORMULA:
$$2 \sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

<u>VH</u>		
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-879

Square and add: 11,249,316 + 772,641 = 12,021,196

Divide by 10 and round: 12,021,597 / 10 = 1,202,195.70
= 1,202,196

Take square root and round: 1,202,196 = 1,096.4
= 1,097 miles

3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 95% during peak use periods for all services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 Service Offerings

3.4.1 Switched Access Services

Switched Access Service allows a customer to access the Company's long distance network via switched telephone lines.

A. Inbound Switched Service

Inbound switched service receives inbound intrastate calls on switched access lines using 800, 866, 877 or 888 number(s).

B. Outbound Switched Service

Outbound switched service sends outbound intrastate calls on switched access lines by dialing "1+ ten digits" for InterLATA calls.

3.4.2 Dedicated Access Services

Dedicated Access Service allows a customer to access the Company's long distance network via DS1 (1.544 Mbps) or larger dedicated circuits. Dedicated circuits will bypass the local central office and not be considered switched.

A. Inbound Dedicated Service

Inbound dedicated service receives inbound intrastate calls on DS1 (1.544 Mbps) or larger dedicated circuits using 800, 866, 877 or 888 number(s).

B. Outbound Dedicated Service

Outbound dedicated service sends outbound intrastate calls on DS1 (1.544 Mbps) or larger dedicated circuits.

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SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)

3.4 Service Offerings (Cont'd)

3.4.3 Local Integrated Services Digital Network (ISDN) Primary Rate Interface (PRI)

The ISDN PRI Port provides a DS1 level electrical interface to the local switch for the provision of 24 DS0 64 Kbps channels. The base configuration consists of 23 64 Kbps B channels for end user voice and/or data traffic and one 64 D channel for out of band signaling control of the B channels. The Primary Rate ISDN Port provides access to the functions and capabilities of the local switch data functions. The full complement of channels will always be present at the physical network interface. All channels can simultaneously support independent applications. B channels are capable of supporting Voice and Circuit Switched Data. The D channel controls all B channels Voice and Circuit Switched Data.

Local ISDN PRI's are a local exchange service offering provisioned by the Company in jurisdictions where local exchange authority has been secured. Long distance usage generated from a Local ISDN PRI will be considered switched.

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TELECOMMUNICATIONS SERVICES

3.4 Service Offerings (Cont'd)

3.4.4 Leased Line Service

The Company offers and leased line services capable of transmitting voice and data. The Customer's total use of the Company's service is charged at the applicable rates set forth herein, in addition to any monthly service charges. None of the service offerings are time-of-day sensitive.

For leased line telecommunications services, the Company offers rates on a "month to month" basis, and on a term agreement contract basis. Rates are based on a number of factors, including mileage and Customer commitment to a volume of service for a fixed term of months.

Leased Line Services are available from the Company, where technically and economically feasible.

A leased line is a private, dedicated point-to-point connection between a Company POP and another point on the Company's network specified by the Customer. Leased Line service is provided to Customers with transmission speeds of either DS1 (1.544 Mbps), DS3 (44.736 Mbps), OC3 (155.52 Mbps), OC12 (622.08 Mbps) and OC48 (2,488.32 Mbps).

3.5 Special Promotional Offerings

The company may from time to time engage in special promotional offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage. The company will not have special promotional offerings for more than 90 days in any 12 month period. Promotions will be made available to Commission Staff upon written request.

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TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES

4.1 General Rate Information4.1.1 Call Duration

Customers will be charged a minimum amount for all completed calls equivalent to 6 seconds of their subscribed rate plan.

4.1.2 RBOC – ITC Surcharge

Dedicated rates pursuant to this tariff are based upon the condition that the Customer will terminate at least 80% of Customer's total termination usage and originate at least 85% of the Customer's total origination usage in a tandem owned and operated by a Regional Bell Operating Company ("RBOC"). The Company shall apply a surcharge of three cents (\$0.03) per minute of use to the number of minutes that exceed 20% of the total Non-RBOC termination minutes and four cents (\$0.04) per minute of use to the number of minutes that exceed 15% of the total Non-RBOC origination minutes.

4.1.3 Charge for Non-Billable Toll Free Calls

If a Customer's usage of a toll-free number results in the non-billable (non-completed) calls for such toll-free number in any month to be greater than 7% of the billable (completed) calls for such toll-free number in that month, the Company may charge Customer a non-discountable \$0.02 charge for each non-billable call.

4.1.3 Toll Free Minimum Usage Charge

If a customer does not use \$100.00 of switched inbound toll free usage in a billing month, a \$15.00 minimum usage charge will be billed for each toll free number terminating to switched local telephone line(s) reserved by the Customer.

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SECTION 4 – RATES (CONT'D)

4.2 Rate Schedules

4.2.1 Inbound Switched Service

Inbound Switched Service - \$0.089 per minute

4.2.2 Outbound Switched Service

Outbound Switched Service - \$0.059 per minute

4.2.3 Inbound Dedicated Service

Inbound Dedicated Service - \$0.059 per minute

4.2.4 Outbound Dedicated Service

Outbound Dedicated Service - \$0.039 per minute

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SECTION 4 – RATES (CONT'D)

4.2 Rate Schedules (Cont'd)

4.2.5 Leased Line Service – Nonrecurring Installation Charges

Transmission Speed	Term of Contract in Months
	12
DS1	\$1,000.00

Note: The foregoing rates represent a onetime installation charge associated with the Service.

4.2.6 Leased Line Service – Base Rates for Recurring Charges

Transmission	Duration of Contract (in months)
<u>Speed</u>	<u>12</u>
DS1	\$0.1210

Note: The foregoing monthly rates are per DS0 mile, based on V&H coordinates; additional POP to POP charges and/or local access charges may apply. Contracts over 12 months will be priced ICB

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SECTION 4 – RATES (CONT'D)

4.2 Rate Schedules (Cont'd)4.2.7 Leased Line Service – Volume Discount Percentages by Contract Term

<u>Volume</u>	<u>Term of Contract in Months</u>
	12
\$100,000.00	3%
\$200,000.00	5%
\$500,000.00	7%

Note: All Volume Discounts are applied when the End User reaches the specified level. Volume amounts over the next lower increment will be rounded down to that lower increment. Volume discounts are based on the gross monthly cost of service and are applied to the base rate per circuit, per month.

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SECTION 4 – RATES (CONT'D)4.3 Ancillary Charges

	MRC	NRC
Outbound Account Codes (non-verified)	\$10.00	\$ 25.00
Outbound Account Codes (verified)	\$10.00	\$ 25.00
Inbound Account Codes (non-verified)	\$60.00	\$ 85.00
Inbound Account Codes (verified)	\$60.00	\$ 85.00
Monthly CDR per CD ROM	\$75.00	\$ 00.00
PICC Surcharge:		
Business Single Line	\$00.00	\$ 00.00
Business Multi-Line	\$ 1.50	\$ 00.00
Centrex	\$ 0.53	\$ 00.00
ISDN Line/BRI	\$ 2.81	\$ 00.00
ISDN/PRI	\$23.92	\$ 00.00
Direct termination Overflow (per order)	\$90.00	\$ 75.00
8YY SMS Fee (per active 8YY)	\$ 0.80	\$ 0.50
8YY Directory Assistance (per 8YY listed)	\$35.00	\$ 35.00
8YY Area Code Blocking	\$00.00	\$ 30.00
8YY DNIS Deliver (per order)	\$00.00	\$700.00
8YY ANI Delivery (per trunk group)	\$75.00	\$150.00
Unauthorized PIC (per ANI)	\$00.00	\$ 25.00
Network Interconnection Charge	\$00.00	\$ 00.00

Direct Termination Overflow – Allows a dedicated access line customer to control potential congestion of calls placed on an 8YY number by sending overflow calls to another 8YY trunk group, WATS access line, dedicated access line or business line.

Dialed Number Identification – Allows a dedicated access customer to receive calls from multiple 8YY numbers on the same terminating trunk group by sending special identification digits along with the 8YY call to the customer site. Customer must have proper equipment to receive Real Time ANI.

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SECTION 4 – RATES (CONT'D)

4.3 Ancillary Charges (Cont'd)

Real Time ANI – Allows a dedicated customer to receive the ANI of the calling party if the call originates from an equal access end office. Real Time ANI is currently provided via in-band signaling. Terminating equipment must accept FGD signaling.

Special Routing Features – Special Routing features such as Day of Week Routing, Holiday Routing, Time of Day Routing and Percentage Allocation Routing are not available.

4.4 Directory Assistance

A long distance directory assistance charge applies when the caller accesses the Company's network by dialing 1 + Area Code + 555-1212 to place a request for a telephone number. A caller may request one telephone number per directory assistance call. The charge applies to each inquiry regardless of whether the directory assistance bureau is able to supply a listed number. A credit will be issued for any directory assistance charge for which the Customer experiences poor transmission quality, is cut off, receives an incorrect telephone number, or misdials.

Per Inquiry

Directory Assistance Charge - \$0.75

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SECTION 4 – RATES (CONT'D)

4.5 Payphone Use Surcharge

An undiscountable payphone use surcharge of \$.75 shall apply to each coinless call which The Company can identify as being placed from an intrastate payphone by or to the Customer or its permitted user. This includes, but is not limited to, calls placed with The Company calling card, collect calls and calls placed to 8YY numbers. This charge is in addition to standard tariffed usage charges and is for the use of the payphone instrument to access The Company's service.

4.6 Finance Charge and Late Fee

A finance charge in the amount of 1.5% monthly will be charged on any past due balances. In addition, if the amount considered past due is greater than \$6.00, a late fee in the amount of \$10.00 will also be applied.

4.7 Return Check Charges

A fee of \$20.00 will be charged for each check returned.

4.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$200.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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SECTION 5 –SPECIALIZED SERVICE ARRANGEMENTS

5.1 Customized Service Packages and Competitive Discounts

From time-to-time, based on competitive situations, the Company will offer special discount structures or promotional offerings to retain existing customers and/or develop new customers.

Customized service packages and competitive pricing packages may also be furnished at negotiated rates on a case-by-case basis, in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this Tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this Tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. Customized service contracts will be made available to Commission Staff upon written request.

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