

TITLE SHEET

SCHEDULE OF

GENERAL RULES, REGULATIONS, CHARGES AND CONDITIONS APPLYING TO

INTRASTATE ACCESS SERVICES AND FACILITIES OF

FORT RANDALL TELEPHONE COMPANY

ISSUED: June 21, 1996

BY: Bruce Hanson TITLE: Treasurer

EFFECTIVE: June 21, 1996

ADDRESS: Keystone, SD

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GENERAL RULES AND REGULATIONS

A. APPLICATION

1. General

- a. The Rules and Regulations specified herein apply to the intrastate access services and facilities furnished by Fort Randall Telephone Company, hereinafter referred to as Fort Randall. Failure on the part of the customer to observe these Rules and Regulations of Fort Randall, automatically gives Fort Randall the authority to immediately discontinue the furnishing of access services and facilities. Fort Randall shall notify the customer by registered mail before discontinuing access services and facilities.

B. OBLIGATION AND LIABILITY OF FORT RANDALL

1. Availability of Facilities

- a. Fort Randall's obligation to furnish access services and facilities, is dependent upon its ability to furnish them.

2. Allowance of Failure of Service

- a. Fort Randall does not guarantee uninterrupted service. No liability shall in any case attach to Fort Randall for failure of service.

3. Transmitting Messages

- a. Fort Randall does not transmit messages, but offers the use of its facilities, where available, for communications between parties, subject to the rules, regulations and conditions specified in this Tariff.

4. Use of Connecting Company Lines

- a. In establishing connections with the facilities of other companies, Fort Randall does not assume any liability for any action of the connecting company.

5. Liability

- a. With respect to any claim or suit, by a customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service, Fort Randall's liability, if

any, shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

- b. Fort Randall shall not be liable for any act or omission for any other carrier or customer providing a portion of a service.
- c. Fort Randall's failure to provide or maintain services under this tariff shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against Fort Randall, acts of God and other circumstances beyond Fort Randall's reasonable control.

C. USE OF ACCESS SERVICE AND FACILITIES

1. Use for Unlawful Purpose

- a. Access services and facilities are furnished subject to the conditions that they shall not be used for unlawful purposes.

D. ESTABLISHMENT AND FURNISHING OF ACCESS SERVICES AND FACILITIES

1. Application for Access Services and Facilities

- a. Usage of Fort Randall's Access Services for Facilities will be deemed to be an application for these services.
- b. All interexchange carrier's (IXC's), shall furnish Fort Randall, their Carrier Identification Code (CIC) as registered with Bellcore. Failure to do so will require the IXC to have a special agreement with Fort Randall for the use of Fort Randall access facilities. This agreement may or may not utilize the access rates in Fort Randall's filed tariff.
- c. Failure of any interexchange carrier (IXC) to provide Fort Randall with accurate and timely minutes of use reports, for the IXC's use of Fort Randall's facilities, will make the IXC subject to the requirement of ordering special trunks groups for Fort Randall to enable Fort Randall to record the IXC's usage for billing purposes. All minutes of use will be billed as 100% intrastate usage, unless, supporting backup data is provided clearly showing a different percentage.

E. ESTABLISHMENT AND FURNISHING OF ACCESS SERVICES AND FACILITIES VIA TOLL VoIP-PSTN

1. Application for Access Services and Facilities

- a. Usage of Fort Randall's Access Services for Facilities will be deemed to be an application for these services.
- b. All interexchange carriers (IXC's) shall furnish Fort Randall, their Carrier Identification Code (CIC) as registered with Bellcore. Failure to do so will require the IXC to have a special agreement with Fort Randall for the use of Fort Randall access facilities. This agreement may or may not utilize the access rates in Fort Randall's filed tariff.
- c. Identification and Rating of Toll VoIP-PSTN Traffic

(i) Scope

This sub-paragraph governs the identification of Toll VoIP-PSTN Traffic that, in the absence of an interconnection agreement, will be subject to interstate switched access rates pursuant to the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "VoIP-PSTN Traffic") from the IXC's traditional intrastate access traffic, so that such VoIP-PSTN Traffic can be billed in accordance with the FCC Order.

(ii) Rating of Toll VoIP-PSTN Traffic

The Toll VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Fort Randall's applicable, tariffed interstate switched access rates as specified in Fort Randall's applicable federal access tariff.

(iii) Calculation and Application of Percent-VoIP-Usage Factor

Fort Randall will determine the number of Toll VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection (b), above, by applying an Originating Percent VoIP Usage ("O-PVU") factor to the total intrastate access MOU originated by a Fort Randall end user and delivered to the interexchange carrier's (IXC's) and by applying a Terminating

Percent VoIP Usage (“T-PVU”) factor to the total intrastate access MOU terminated by an interexchange carrier (IXC) to Fort Randall’s end user.

The O-PVU and T-PVU will be derived and applied as follows:

The IXC will calculate and furnish to Fort Randall an O-PVU factor, along with supporting documentation, that represents the whole number percentage of the Customer’s total originating intrastate access MOU that the IXC received from Fort Randall in IP format.

The IXC will also calculate and furnish to Fort Randall a T-PVU factor, along with supporting documentation, that represents the whole number percentage of the IXC’s total terminating intrastate access MOU that the IXC sent to Fort Randall and that originated in IP format.

The IXC shall not modify its reported PIU factor to account for VoIP-PSTN Traffic.

The O-PVU and T-PVU shall be based on information that is verifiable by Fort Randall including, but not limited to, the number of the IXC’s retail VoIP subscriptions in the state (reported on FCC Form 477, as described in the FCC Order), traffic studies, actual call detail, or other relevant and verifiable information. The IXC shall retain the call detail, work papers, and information used to develop the PVU factors for a minimum of one year.

After Fort Randall verifies the O-PVU and T-PVU factors provided by the IXC, Fort Randall will apply the factors to the associated intrastate access MOU as indicated in Section (b) above.

In the event that Fort Randall cannot verify the IXC’s O-PVU and/or T-PVU, Fort Randall will request additional information to support the O-PVU and/or T-PVU; during this time no changes will be made to the existing O-PVU and/or T-PVU. The customer shall supply the requested additional information within 30 days of Fort Randall’s request or no changes will be made to the existing O-PVU and/or T-PVU. If after review of the additional information, the IXC and Fort Randall establish a revised and mutually agreed upon O-PVU and/or T-PVU factor, Fort Randall will begin using the new factor with the next bill period.

If the dispute is unresolved, the IXC may request that verification audits be conducted by an independent auditor, at IXC's sole expense. During the audit, the most recently undisputed O-PVU and/or T-PVU will be used by Fort Randall.

In the absence of an interconnection agreement, at no time will Fort Randall allow an O-PVU or T-PVU factor greater than the applicable State percentage as identified in Paragraph 963, footnote 1993 of the FCC Order.

(iv) Failure to provide Percent-VoIP-Usage Factor by IXC

i. Initial PVU Factor

If the IXC does not provide Fort Randall with an initial O-PVU factor or if Fort Randall is not able to verify the factor, Fort Randall will utilize a factor of zero. If the IXC does not provide Fort Randall with a T-PVU factor or if Fort Randall is not able to verify the factor, Fort Randall will utilize a factor of zero.

If the IXC does provide Fort Randall with an O-PVU and/or T-PVU factor, Fort Randall will utilize the initial verified O-PVU and T-PVU factors retroactively to January 1, 2012, provided that the customer supplies the factors and supporting documentation, as specified in subsection (c) above to Fort Randall no later than 30 days after the effective date of this tariff.

If the PVU factors cannot be implemented in Fort Randall's billing systems by January 1, 2012, once the factors can be implemented Fort Randall will adjust the Customer's bills in the next bill period to reflect the PVU factors retroactively to January 1, 2012.

Alternatively, if billing system modifications to allow usage of PVUs are delayed, Fort Randall may choose to provide credits, based on the reported PVU factors, on at least a quarterly basis until such time as the billing system modifications can be implemented.

ii. PVU Factor Updates

The IXC may update the O-PVU and T-PVU factors semi-annually. If the IXC chooses to submit such updates, it shall

forward to Fort Randall, no later than 15 days after the first day of January and/or July of each year, a revised O-PVU and/or T-PVU factor, along with supporting documentation, based on data for the prior six months, ending the last day of December, and/or June, respectively. Once verified by Fort Randall, the revised O-PVU and/or T-PVU factor will apply prospectively and serve as the basis for billing until superseded by a new factor.

ISSUED: December 28, 2011

BY: Bruce Hanson TITLE: Treasurer

EFFECTIVE: January 1, 2012

ADDRESS: Keystone, SD

2. Payment for Access Service and Facilities
 - a. Fort Randall shall bill on a current basis all charges incurred by and credits due the customer under this tariff attributable to services established or discontinued during the preceding billing period.
 - b. The customer is required to pay all charges for access services and facilities.
 - c. All bills provided to the customer by Fort Randall are due 31 days (payment due date) after the bill date or by the next bill date (i.e., same date in the following month as the bill date), whichever is the shortest interval. If such payment date falls on a Sunday or on a Holiday, the payment date shall be the first working day following such Sunday or Holiday.
 - d. If any portion of the payment is received by Fort Randall after the payment due date as set forth in (c.) preceding, a late payment charge shall be due Fort Randall.
 - e. The late payment charge shall be based on the unpaid balance at a rate of .000493 per day, compounding daily for the number of days from the payment due date, to and including, the date Fort Randall receives payment.
 - f. In the event a billing dispute concerning any charges billed to the customer by Fort Randall is resolved in favor of Fort Randall, any payments withheld pending settlement of the dispute will be subject to the late payment charge set forth in (e.) preceding.
 - g. In the event a payment for Access Services or Facilities billed under this tariff is due Fort Randall from the customer, and a Purchase of Accounts Receivable is calculated for the customer, a net amount due will be derived by netting the Access Services and Facilities bill with the revenue shown on the Purchase of Accounts Receivable statement. Fort Randall will pay the net amount to the customer on or before the payment due date when such net amount is due the customer. The customer will pay Fort Randall the net amount when such net amount is due Fort Randall on or before the payment due date. If either party is delinquent with their payment, a late payment charge as set forth in (e.) preceding, applies.

DEFINITIONS

A. LOCAL TRANSPORT FACILITY.

The Local Transport Facility charge provides the transmission facilities between the end office switch and the access tandem office; and from the access tandem office to the point of interconnection with another company's facilities.

B. LOCAL TRANSPORT TERMINATION.

The Local Transport Termination charge provides the End Office Termination of the Local Transport Facilities and tandem switching facilities. The tandem switching facilities provide the toll switching and tandem routing facilities in a central office used in the provision of switched Telecommunications Service traffic. Such facilities do not include and facilities included in exchange access tariff charges.

C. LOCAL SWITCHING.

The Local Switching charge provides for the use of the end office switching facilities used to originate or terminate switched Telecommunications Services. Such facilities do not include Recording or Automatic Number Identification (ANI).

D. CARRIER COMMON LINE.

The Carrier Common Line charge provides for the use of Fort Randall's facilities from the End User's premise to the normal end office used to originate or terminate switched Intrastate Telecommunications Services traffic.

E. LOCAL TRANSPORT

The Local Transport charge combines A. and B. into one element.

F. Toll VoIP-PSTN Traffic

The term denotes an Interexchange Carrier's (IXC's) interexchange voice traffic exchanged with Fort Randall in Time Division Multiplexing format over PSTN facilities, which originates and/or terminates in Internet Protocol (IP) format. "Toll VoIP-PSTN Traffic" originates and/or terminates in IP format when it originates from and/or terminates to an end user customer of a service that requires IP-compatible customer premises equipment.

FORT RANDALL TELEPHONE COMPANY

INTRASTATE CARRIER ACCESS BILLING TARIFF CHARGES FOR

SWITCHED ACCESS SERVICE AND FACILITIES

ACCESS ELEMENT	RATE	
Local Transport	.009741	PER ACCESS MINUTE
Local Switching	.017537	PER ACCESS MINUTE
Carrier Common Line	.045392	PER ACCESS MINUTE
Data Base Query		
Basic	.008000	PER QUERY
Vertical	.008400	PER QUERY
Cabs Recording Provisioning	ICB	PER MESSAGE
Message Recording	ICB	PER MESSAGE
Automatic Number Identification	ICB	PER MESSAGE
Message Processing	ICB	PER MESSAGE
CMDS I	ICB	PER MESSAGE
CMDS II	ICB	PER MESSAGE
Bill Processing	ICB	PER MESSAGE
Bill Inquiry	ICB	PER MESSAGE
Bulk Bill Processing	ICB	PER MESSAGE
Bulk Bill Inquiry	ICB	PER MESSAGE
Bill Rendering	ICB	PER MESSAGE
Program Development	ICB	

ANY ELEMENT NOT COVERED BY THE ABOVE TARIFF CHARGES WILL BE
HANDLED ON AN INDIVIDUAL CASE BASIS (ICB).

NOTE: FEATURE GROUP A SERVICES, BILLED ACCESS MINUTES AND
MESSAGES ARE AS DEFINED BY NECA. (EXCEPTIONS; NON-
DISTANCE SENSITIVE LOCAL TRANSPORT FACILITY)

ISSUED: April 10, 2007

EFFECTIVE: March 19, 2007

BY: Bruce Hanson TITLE: Treasurer

ADDRESS: Keystone, SD