

DOCKET NO.

In the Matter of _____

**IN THE MATTER OF THE
APPLICATION OF NEW EDGE
NETWORK, INC. D/B/A NEW EDGE
NETWORKS FOR A CERTIFICATE OF
AUTHORITY TO PROVIDE
TELECOMMUNICATIONS SERVICES,
INCLUDING LOCAL EXCHANGE
SERVICES, IN SOUTH DAKOTA**

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
9/30 99	Filed and Docketed;
10/7 99	Weekly Filing;
11/17 99	Renewed Forfeiture;
11/22 99	Surety Bond;
12/6 99	Obeying Court COA;
12/6 99	Docket Closed.
12/15 00	New Surety Bond

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
TELEPHONE (212) 758-9500
FACSIMILE (212) 758-9526

September 29, 1999

VIA OVERNIGHT DELIVERY

William Bullard, Executive Director
South Dakota Public Utilities Commission
500 E. Capitol Ave.
State Capitol Building, First Floor
Pierre, South Dakota 57501

RECEIVED

SEP 30 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

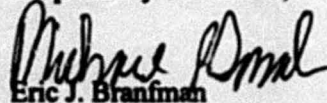
Re: Application of New Edge Network, Inc. d/b/a New Edge Networks for a Certificate
of Authority to Provide Facilities-Based and Resold Local Exchange and Interexchange
Intrastate Telecommunications Services

Dear Mr. Bullard:

Enclosed for filing on behalf of New Edge Network, Inc. d/b/a New Edge Networks ("New Edge") are an original and ten (10) copies of New Edge's application for a Certificate of Authority to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services in South Dakota. Please find enclosed a check for \$250.00 made payable to the South Dakota Public Utilities Commission, in payment of the requisite filing fee.

Please date-stamp the enclosed extra copy of this letter and return it in the self-addressed, postage-paid envelope attached. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully Submitted,



Eric J. Branfman
Michael P. Donahue

Counsel for New Edge Network, Inc.
d/b/a New Edge Networks

Enclosure

cc: Stacey Waddell

TC99-100

BEFORE THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

RECEIVED

SEP 30 1999

Application of)
)
New Edge Network, Inc.)
d/b/a New Edge Networks)
)
For a Certificate of Authority to Provide)
Facilities-Based and Resold Local)
Exchange and Interexchange Intrastate)
Telecommunications Services)

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Docket No. _____

**APPLICATION FOR CERTIFICATE OF AUTHORITY
OF NEW EDGE NETWORK, INC. D/B/A/ NEW EDGE NETWORKS**

New Edge Network, Inc. d/b/a New Edge Networks ("New Edge" or "Applicant"), by its undersigned counsel, hereby submits its Application for a Certificate of Authority to provide facilities-based and resold local exchange and interexchange telecommunications services pursuant to § 49-31-3 of the South Dakota Codified Laws and the Rules of the Public Utilities Commission. In support of this Application, and pursuant to Articles 20:10:24:02 (Interexchange) and 20:10:32:03 (Local Exchange) of the Administrative Rules of South Dakota, New Edge provides the following information:

1. 20:10:24:02(1) and 20:10:32:03(1). Name, Address, and Telephone Number of Applicant. Applicant's legal name is New Edge Network, Inc. Applicant maintains its principal place of business at:

New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Suite 106
Vancouver, WA 98661
Tel: (360) 693-9009
Fax: (360) 693-9997

Correspondence or communications pertaining to this Application should be directed to

Applicant's attorneys of record:

Eric J. Branfman, Esq.
Michael P. Donahue, Esq.
SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K Street, N.W., Suite 300
Washington, D.C. 20007-5116
Tel: (202) 424-7500
Fax: (202) 424-7645

with a copy to:

Stacey Waddell
New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Suite 106
Vancouver, WA 98661
Tel: (360) 693-8554
Fax: (360) 693-9997

2. 20:10:32:03(2) and 20:10:32:03 (9)(a). Name and Business Address of Each

Corporate Officer and Director. The officers and directors of New Edge are as follows:

Officers: Daniel Moffat, President and Chief Executive Officer and Treasurer
John Dornstetter, Vice President, Sales and Marketing
Stacey Waddell, Vice President, Carrier Relations
Natalie Diggins, Vice President, Operations
Steve Hensley, Vice President, Engineering and Chief Technical Officer
John Howard Clowes, Secretary

Directors: Daniel Moffat
Roger Evans
Jay Misra
Rich Sapero
J. Peter Wagner

All officers and directors may be reached at:

New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Suite 106
Vancouver, WA 98661
Tel: (360) 693-9009
Fax: (360) 693-9997

New Edge possesses the managerial and technical qualifications to provide its proposed telecommunications services, and to operate and maintain its facilities over which such services eventually will be deployed. A description of the backgrounds and experience of New Edge's key personnel, which demonstrate the extensive telecommunications operational and technical expertise of the Applicant, is attached hereto as Exhibit 1.

3. 20:10:24:02(2) and 20:10:32:03(3). Name Under Which Applicant Will Provide Services. Applicant will provide service in South Dakota under the name, New Edge Networks.

4. 20:10:24:02(3) and 20:10:32:03(4). Legal organization.

a. 20:10:24:02(3)(a); 20:10:32:03(4)(c); and 20:10:32:03(4)(d). State of Organization, Date of Organization, and Authority to Transact Business in South Dakota. Applicant is a corporation organized under the laws of the State of Delaware on June 1, 1999¹ and is qualified to transact business in the State of South Dakota. Copies of Applicant's Certificate of Incorporation, Certificate of Amendment, and Certificate of Authority to Transact Business as a Foreign Corporation in South Dakota are attached hereto as Exhibit 2.

¹ Applicant was originally incorporated as Access 21 Corporation. Access 21 Corporation subsequently changed its name to "New Edge Network," which was recently changed to "New Edge Network, Inc."

b. 20:10:24:02(3)(b) and 20:10:32:03(4)(a). Location of Principal Office in South Dakota and Registered Agent. Applicant does not currently have an office within South Dakota. New Edge's registered agent in South Dakota is:

CT Corporation System
319 South Coteau Street
Pierre, South Dakota 57501

c. 20:10:24:02(3)(c); 20:10:32:03(4)(b); and 20:10:32:03(6). Ownership and Management Interest. New Edge's sole affiliate is its wholly-owned subsidiary, New Edge Network of Virginia, Inc. Those entities that meet the requirements of Articles 20:10:24:02(3)(c); 20:10:32:03(4)(b); and 20:10:32:03(6) are as follows:

GreyLock IX Limited Partnership
755 Page Mill Road, A-100
Palo Alto, CA 94304-1018

Voting Control: 22.3%
Ownership Control: 22.3%

Crosspoint Venture Partners 1999
2925 Woodside Road
Woodside CA 94062

Voting Control: 22.3%
Ownership Control: 22.3%

5. 20:10:24:02(4). Partnership Information. Applicant is not a partnership.
6. 20:10:24:02(5) and 20:10:32:03 (7). Proposed services. New Edge seeks authority to provide resold and facilities-based competitive local exchange and interexchange service throughout the State of South Dakota within all areas for which the Commission will grant such authority. Initially, New Edge will operate in the service area of US West, however, New Edge seeks statewide authority so that in the future it may expand its service areas as market conditions

may warrant.

New Edge seeks authority to provide services which allow its customers to originate and terminate local calls to their customers served by New Edge as well as customers served by all other authorized local exchange carriers. New Edge also requests authority to provide switched access services to interexchange carriers, which will allow New Edge's customers to originate and terminate intrastate and interstate calls to and from customers of interexchange carriers.

New Edge requests authority to offer local exchange services to customers located in all exchanges in South Dakota. Exchange services may include, but will not be limited to the following: (i) local exchange access services to single line and multi-line customers (including basic residential and business lines, direct inward/outward PBX trunk service, Centrex services and ISDN); (ii) local exchange usage services to customers of New Edge's end user access line services; and (iii) switched and special carrier access services to other common carriers. New Edge seeks authority to provide Digital Subscriber Line services, by leasing local loops of incumbent local exchange carriers ("ILECs") and competitive local exchange ("CLECs") carriers currently operating in South Dakota. In addition, New Edge seeks authority, through interconnection with other carriers, to offer 911 and enhanced 911 emergency services, directory assistance and operator assisted calling, dual party relay services, and other miscellaneous services currently provided by ILECs.

New Edge also requests authority to offer interexchange services throughout the State of South Dakota, including both inbound and outbound intraLATA services. This will be accomplished through a combination of its own facilities and through the resale of the facilities of other certificated carriers. Initially, New Edge plans to offer services through a combination of purchased and leased assets. New Edge does not currently own any telecommunications facilities in the State of South

Dakota.

New Edge initially plans to lease fiber optic transmission facilities and related telecommunications equipment in connection with its provision of the proposed telecommunications services in South Dakota. Specifically, New Edge plans to collocate state-of-the-art telecommunications equipment in central offices of incumbent local carriers and lease fiber-optic network infrastructure which will be able to provide trunking facilities to the ILEC and/or New Edge's Internet service provider and CLEC customers. The fiber-optic network infrastructure will be able to connect New Edge's network to major ILEC central offices and customers in each market. New Edge's network will also be able to connect to certain IXC points of presence. As each customer is obtained, service will be provisioned by leasing unbundled loops or other facilities (e.g., T1s) from the ILEC to connect the end user to New Edge's network. New Edge will also provide around-the-clock network monitoring and customer service centers.

7. 20:10:24:02(6). Facilities to be Used to Provide Services. As indicated, New Edge initially plans to provide its services through a combination of its own facilities and leased facilities and to expand its services to include facilities-based services as market conditions warrant. New Edge currently plans to collocate DSLAMs and related equipment at the ILECs' central offices and to purchase and/or lease any additional facilities from the ILEC. At such time as New Edge contemplates construction of facilities in South Dakota, New Edge will provide the Commission a description of such construction, if requested.

8. 20:10:24:02(7) and 20:10:32:03 (8). Geographic Area to be Served. New Edge intends to provide service to subscribers from all points within the State of South Dakota and, therefore, seeks authorization to provide local exchange and interexchange service statewide. Since

New Edge seeks authority to provide statewide service, Applicant has not included a map showing proposed service areas.

9. 20:10:24:02(8); 20:10:32:03 (11); and 20:10:32:03(13). Financial Qualifications and Tariff. New Edge has sufficient financial capability to provide and maintain its interexchange and local exchange telecommunications services throughout the State of South Dakota and sufficient financial capability to meet any lease or ownership obligations it may incur. New Edge will rely upon its existing personnel and technological and financial resources to provide intrastate services. In support of its application, New Edge submits, as Exhibit 3, its verified financial statements, as well as a letter from Silicon Valley Bank verifying New Edge's accounts. New Edge is a privately-held corporation and its financial statements are not a part of the public record in any jurisdiction. New Edge is submitting this information in a separate sealed envelope and respectfully requests that it be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure. A copy of New Edge's proposed tariff containing New Edge's rates and terms and conditions of service is attached hereto as Exhibit 4.

10. 20:10:24:02(9); 20:10:32:03(9)(b); and 20:10:32:03(18). Complaint Contact, Regulatory Contact, and Handling of Billing and Customer Service Matters. Questions concerning regulatory issues and the ongoing operations of New Edge should be directed to:

Stacey Waddell
New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Suite 106
Vancouver, WA 98661
Tel: (360) 693-8554
Fax: (360) 693-9997
E-mail: swaddell@newedgenetworks.com

Questions concerning technical issues and the service quality of New Edge should be directed to:

Natalie Diggins, Vice President, Operations
New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Suite 106
Vancouver, WA 98661
Tel: (360) 693-8217
Fax: (360) 693-9997
E-mail: ndiggins@newedgenetworks.com

Customers with service quality, repair or billing questions or complaints may reach New Edge at its 24-hour toll-free customer service number, 877-725-EDGE (3343), for assistance. The name, address and phone number of New Edge's customer service contact is:

Stacey Waddell
New Edge Network, Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Suite 106
Vancouver, WA 98661
Tel: (360) 693-8554
Fax: (360) 693-9997
E-mail: swaddell@newedgenetworks.com

New Edge will respond to repair and maintenance calls promptly and, where necessary, will dispatch a service technician as soon as possible to resolve customer concerns. Because customer satisfaction is extremely important to New Edge and to its success in the competitive marketplace, all commercially reasonable efforts will be made to address and resolve customer concerns as quickly as possible.

11. 20:10:24:02(10); 20:10:32:03(5); 20:10:32:03(17); and 20:10:32:03(20). Current Authority to Provide Service. New Edge has not previously provided telecommunications service in any jurisdiction. New Edge currently is authorized to provide local exchange and interexchange service in the States of Colorado, Montana, and Washington. In addition, New Edge is seeking

authority to provide local exchange and interexchange telecommunications services in all fifty states and the District of Columbia. New Edge has not been denied authority to provide telecommunications services in any jurisdiction, nor has it had a permit, license, or certificate revoked by any authority.

12. 20:10:24:02(11) and 20:10:32:03 (15). Marketing. New Edge will market its services to telecommunications wholesalers (i.e., ISPs and certificated carriers), focusing on contacting potential clients through industry publications, industry conferences and the use of mail and telephone solicitation. New Edge may also market its services to telecommunications equipment manufacturers, in order to ensure that these potential customers are aware of the ways in which New Edge's services complement their equipment. At this time New Edge does not plan to market its services directly to consumers. New Edge may eventually offer data services to business customers directly; however, this will not be an element of New Edge's initial market entry. New Edge does not plan to engage in multi-level marketing in South Dakota.

New Edge has not yet developed brochures or other materials to be used in marketing its services in South Dakota. New Edge will provide copies of such materials when they become available.

New Edge will comply with South Dakota law and the Federal Communications Commission's regulations governing changing a customer's primary interexchange carrier. New Edge will also comply with the proposed FCC regulations governing changing a customer's local exchange carrier.

13. 20:10:24:02(12) and 20:10:32:03 (14). Cost Support. All of the services that New Edge has proposed herein are competitive services; therefore, New Edge has not provided cost

support for the rates shown in its tariff.

14. 20:10:24:02(13) and 20:10:32:03(23). Federal Tax Identification Number.

Applicant's federal tax identification number is: 94-3331274.

15. 20:10:24:02(14) and 20:10:32:03(21). Slamming and Cramming Complaints. There are no complaints against Applicant in any jurisdiction regarding the unauthorized switching of a customer's telecommunications provider or the act of charging customers for services that have not been ordered.

16. 20:10:24:02 (15) and 20:10:32:03(22). Written Request For Waiver. New Edge requests a waiver of the local exchange map requirement of Articles 20:10:24:02(7) and 20:10:32:03 (8). New Edge seeks authority to provide service statewide, and its local calling areas will mirror those of the incumbent carriers.

17. 20:10:32:03(10). Customer Access to 911, Operator Service, Interexchange Services Directory Assistance and Telecommunications Relay Service. As stated, New Edge initially intends to target its marketing efforts to business customers with a need for affordable, high bandwidth, high performance, high speed Internet and Intranet data connections (i.e., ISPs and CLECs). During such time as New Edge provides data service only, these voice services are not applicable to New Edge's service offering. New Edge will expand its service offerings as market conditions warrant. To the extent that New Edge offers voice services in the future, it will comply with all applicable rules and regulations of the Commission.

18. 20:10:32:03(12). Interconnection. New Edge is currently engaged in interconnection negotiations with US West, but has not yet finalized these negotiations. A proposed tariff is attached as Exhibit 5.

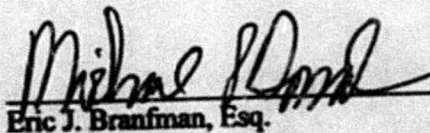
19. 20:10:32:03(16). Rural Carrier Interconnection. New Edge does not currently seek to offer service in the area of a rural telephone company.

20. 20:10:32:03(19). Policies Regarding Customer Billing and Collection. Customers either will be billed directly by New Edge, or charges will be billed on the customer's telephone bill pursuant to billing and collection agreements established by New Edge with the applicable underlying telephone company. New Edge's customer service number, 877-725-EDGE (3343), will be provided on each customer's monthly bill when the customer is billed directly by New Edge. Initially, New edge will be wholesaling services to customers requiring high capacity, high speed, broad bandwidth data services (i.e., CLECs and ISPs). In those cases where customers are directly invoiced by the ISP or CLEC, the ISP or CLEC's toll-free number will appear on customer invoices.

21. 20:10:24:02(16) and 20:10:32:03(24). Other information. The entry of New Edge into the telecommunications business in South Dakota will serve the public interest by creating greater competition in the interexchange and local exchange marketplaces and permitting customers to achieve increased efficiencies and cost savings. New Edge's proposed intrastate services will enhance the services available to consumers and increase consumer choice through innovative, diversified, and reliable service offerings. Consumers will benefit both directly as a result of the competitively priced service options available from New Edge and also indirectly as New Edge's presence increases the incentives for other telecommunications providers to operate more efficiently, reduce prices, and offer more innovative services. Approval of this Application, therefore, will serve the public interest.

WHEREFORE, New Edge Network, Inc. d/b/a New Edge Networks requests that the South Dakota Public Utilities Commission grant the requested Application authorizing it to provide facilities-based and resold intrastate local exchange and interexchange telecommunications services in the State of South Dakota.

Respectfully submitted,



Eric J. Branfman, Esq.

Michael P. Donahue, Esq.

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

3000 K Street, N.W., Suite 300

Washington, D.C. 20007-5116

Tel: (202) 424-7500

Fax: (202) 424-7645

Counsel for New Edge Network, Inc.
d/b/a New Edge Networks

Dated: September 27, 1999

VERIFICATION

State of Washington)
County of Clark) ss.

I, Stacey Waddell, Vice President, Carrier Relations of New Edge Network, Inc. d/b/a New Edge Networks, being duly sworn, state that I am authorized to make this verification on behalf of New Edge Network, Inc., the Applicant named in the foregoing instrument, that the facts and allegations therein contained are true except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, Applicant believes them to be true.

Stacey Waddell

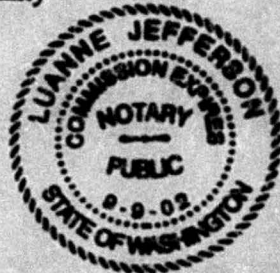
Stacey Waddell
Vice President, Carrier Relations

Taken, sworn to and subscribed before me this 28th day of September 1999.

Luanne Jefferson

Notary Public in and for said County

My Commission expires on the 9 day of 2002.



LIST OF EXHIBITS

- EXHIBIT 1** **Management Qualifications**
- EXHIBIT 2** **Certificate of Incorporation, Certificate of Amendment, and
Certificate of Authority to Transact Business As a Foreign Corporation**
- EXHIBIT 3** **Financial Statements [FILED UNDER SEAL SUBJECT TO REQUEST
FOR CONFIDENTIAL TREATMENT]**
- EXHIBIT 4** **Proposed Tariff**
- VERIFICATION**

EXHIBIT 1

Management Qualifications

MANAGEMENT BIOGRAPHIES

Dan Moffat - President/CEO

Years of Telecommunications Experience - 22 years

Former Chief Marketing Office/SVP Sales, Marketing and Service for GST Telecom. President of GST Whole Earth Networks responsible for Internet and data services. Founder and Principal of the telecom strategy consulting firm Access Value Services later sold to Cathey, Hutton and Associates. Director of Marketing for Pacific Telecom. VP Marketing/Sales for US Intelco Networks (Illuminet). Regional Sales Manager for IBM/ROLM. Director of Operations for US West - Netech.

BS Finance - Cal State Chico, MBA - Santa Clara University, MS Telecom - Golden Gate University.

Natalie Diggins - VP Operations

Years of Telecommunications Experience - 10 years

Formerly VP Operations for GST Whole Earth Networks the Internet and Data Wide Area Networking group for GST Telecom a super-regional Competitive Local Exchange Carrier (CLEC). Responsible for systems administration, provisioning, billing, network monitoring and customer service. General Manager for Call America - Internet Services. Former President of the Central Coast Software and Technology Association. Founding member of Women in Telecommunications.

Cal State Long Beach - Architectural Engineering

John Dorustetter - VP Sales/Marketing

Years of Telecommunications Experience - 10 years

Former VP Sales and Regional Manager for GST Telecom responsible for government sales, alternate channel marketing and major accounts. VP Sales TACAN Corporation a fiber optical component manufacturer. Semi-conductor industry background.

B.S. Naval Science/Naval Aviator - US Naval Academy. MBA Pepperdine University.

Steve Hensley - Chief Technical Officer/VP Operations

Years of Telecommunications Experience - 21 years

Former VP Engineering GST Telecom with overall responsibility for fiber, local exchange and data services. Prior to this, VP of Data Engineering - GST Telecom responsible for Internet, Asynchronous Transfer Mode (ATM) and Frame Relay engineering.

Manager Data Engineering Pacific Telecom responsible for Frame Relay and other data services. Regional Manager for Alaska for Motorola Corp.

BS EE Washington State.

Stacey Waddell - VP Carrier Relations/Program Management

Years of Telecommunications Experience - 10 years

Most recently Senior Director for Network Deployment - WinStar Telecommunications a national CLEC. Responsible for central office deployment including construction, installation and interconnection arrangements. Director Business Markets for Electric Lightwave Inc. a super regional CLEC. Responsible for management of wholesale and retail telecom products. American Pioneer Telephone - Financial and IS Manager.

BS Finance, University of Central Florida.

John Howard Clowes - Secretary

Howard Clowes is a partner in the corporate and securities practice group of the law firm of Gray Cary Ware Freidenrich LLP, where he specializes in finance, mergers and acquisitions, joint ventures and international corporate transactions. Participated in several mergers and acquisitions, including the \$8.3 billion agreement by 3Com Corporation to acquire U.S. Robotics Corporation, the \$2.5 billion joint venture between Mosel Vitelic, Inc. and Siemens, the \$250 million acquisition by 3Com Corporation of OnStream Networks as well as numerous other acquisitions, corporate partnering and M&A transactions for clients including Trident Microsystems, Inc., NetManage, Inc., Mosel Vitelic, Inc., Maxtor Corporation, ENACT Health Management Systems, Ontogen Corporation, and Chips & Technologies.

J.D. - University of California, Berkeley, Boalt Hall, B.A. - University of California at Santa Barbara.

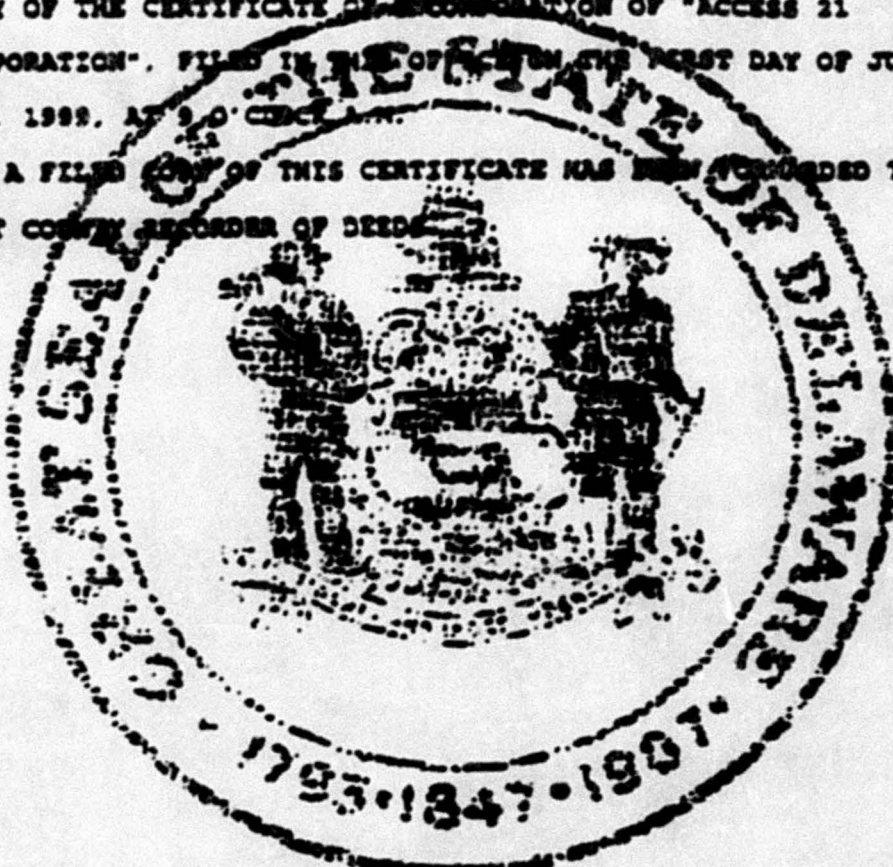
EXHIBIT 2

**Certificate of Incorporation, Certificate of Amendment, and
Certificate of Authority to Transact Business As a Foreign Corporation**

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "ACCESS 21 CORPORATION", FILED IN THE OFFICE ON THE FIRST DAY OF JUNE, A.D. 1999, AT 9:00 CEST A.M.

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



Edward J. Freel

 Edward J. Freel, Secretary of State

1049857 0100
 991218717

AUTHENTICATION 9778988
 DATE 06-02-99

CERTIFICATE OF INCORPORATION
OF
ACCESS 21 CORPORATION

FIRST: The name of the Corporation is Access 21 Corporation (hereinafter sometimes referred to as the "Corporation").

SECOND: The address of the registered office of the Corporation in the State of Delaware is 15 East North Street, in the City of Dover, County of Kent. The name of the registered agent at that address is Incorporating Services, Ltd.

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

FOURTH: The Corporation is authorized to issue a total of twenty-five million (25,000,000) shares of stock in one class designated as "Common Stock", per value \$0.001 per share and the Corporation is authorized to issue a total of ten million (10,000,000) shares of stock in one class designated as "Preferred Stock", per value \$0.001.

FIFTH: The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by Statute or by this Certificate of Incorporation or the Bylaws of the Corporation, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation. Minutes of director need not be by written ballot, unless the Bylaws so provide.

SIXTH: The Board of Directors is authorized to make, adopt, amend, alter or repeal the Bylaws of the Corporation. The stockholders shall also have power to make, adopt, amend, alter or repeal the Bylaws of the Corporation.

SEVENTH: The name and address of the incorporator is as follows:

Steve R. Gibson
GRAY CARY WARE & FRIEDENRICH LLP
400 Hamilton Avenue
Palo Alto, California 94301

EIGHTH: To the fullest extent permitted by the Delaware General Corporation Law, a director of this Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. Any repeal or modification of the foregoing provisions of this Article EIGHTH by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

NINTH: This Corporation reserves the right to amend or repeal any of the provisions contained in this Certificate of Incorporation in any manner now or hereafter permitted by law, and the rights of the stockholders of this Corporation are granted subject to this reservation.

I, THE UNDERSIGNED, being the incorporator, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate of Incorporation, do certify that the facts herein stated are true, and accordingly, have hereunto set my hand this 1st day of June, 1998.


Steve R. Gibson
Incorporator

**CERTIFICATE OF AMENDMENT
OF
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
ACCESS 21, INC.**

Access 21, Inc. (the "Corporation"), a corporation organized and existing under the Delaware General Corporation Law ("DGCL") does hereby certify that:

FIRST: That the Board of Directors of the Corporation, by unanimous written consent, adopted a resolution proposing and declaring advisable the following amendment to the Amended and Restated Certificate of Incorporation of the Corporation:

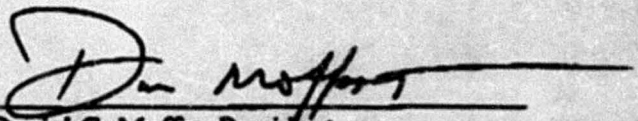
RESOLVED, that upon approval of the stockholders of the Corporation, Article I of the Certificate of Incorporation shall be amended to read as follows:

"The name of the corporation is New Edge Network."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the DGCL.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 228 and 242 of the DGCL.

IN WITNESS WHEREOF, this Certificate of Amendment has been executed on behalf of the corporation by its President on July 29, 1999.


Daniel G. Moffat, President

State of South Dakota



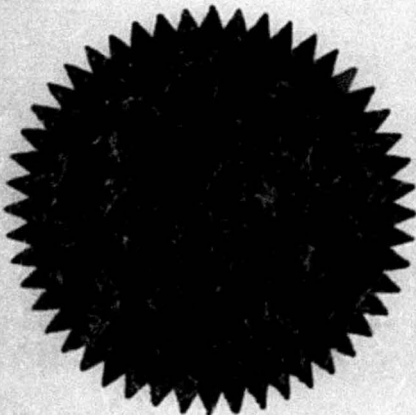
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this September 2, 1999.



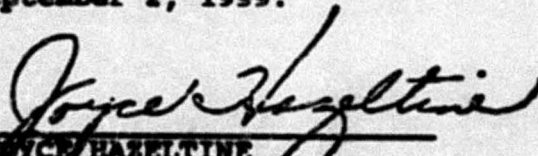

JOYCE HAZELTINE
Secretary of State

EXHIBIT 3

Financial Qualifications

New Edge is a privately-held corporation and its financial statements are not a part of the public record in any jurisdiction. New Edge is submitting this information in a separate sealed envelope and respectfully requests that it be given confidential treatment and that it not be made a part of the public record or otherwise be made available for public disclosure.

CONFIDENTIAL 1

EXHIBIT 4

Proposed Tariff

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF SOUTH DAKOTA
BY
NEW EDGE NETWORK, INC.
D/B/A NEW EDGE NETWORKS

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of South Dakota by New Edge Network, Inc. d/b/a New Edge Networks, with principal offices at 3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661. This tariff is on file with the South Dakota Public Service Commission, and copies may be inspected, during normal business hours, at New Edge Network, Inc.'s principal place of business.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

CHECK SHEET

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
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27	Original		
28	Original		

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EXPLANATION OF SYMBOLS

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including but not limited to a listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including a listing, rate, rule, or condition.
- (R) To signify a reduction.
- (T) To signify a change in wording of text but no change in rate, rule, or condition.
- (Z) To signify a Correction

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PRICE LIST FORMAT SHEETS

- A. **Sheet numbering** - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheets added between sheets 14 and 15 would be 14.1.
- B. **Sheet revision numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission allows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet 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 price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists contained in the price list, 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. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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DEFINITIONS

Advance Payment: Part or all of a payment required before the start of Service.

Commission: South Dakota Public Service Commission.

Company: New Edge Network Incorporated d/b/a New Edge Networks, the issuer of this tariff.

Customer: The person, firm or corporation which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

DSL: Digital Subscriber Line.

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

End User: A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

End User Premises Equipment: Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

FCC: Federal Communications Commission.

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DEFINITIONS (Continued)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Kbps: Kilobits per second, denotes thousands of bits per second.

Mbps: Megabits per second, denotes millions of bits per second.

Origination Point: The point of demarcation between the Company's facilities and those of the End User.

Premises: The space occupied by a Customer or End User in a building or buildings or contiguous property.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

Services: The services, or combination thereof, offered by the Company and contained in this Tariff.

Service Order: The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Special Facilities: Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

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DEFINITIONS (Continued)

Term Agreement: An agreement between the Company and a Customer for the delivery of Services for a stated minimum duration.

Termination Point: The demarcation point between Company's facilities and the Customer's facilities.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

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SECTION 1. APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of interstate high speed digital access and high capacity private line Services using a variety of digital transmission technologies within the State of South Dakota.

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By:

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

2.2 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

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SECTION 2. RULES AND REGULATIONS

2.3 Application for Service

Customers desiring to obtain Service must submit Service Orders in the form and format specified by Company.

2.3.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

2.3.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon thirty (30) days' written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service. As specified in 2.10.2 below, a termination charge may apply to early cancellation of a Term Agreement.

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SECTION 2. RULES AND REGULATIONS

2.4 Assignment or Transfer

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

2.5 Contracts

The Company may also offer intrastate exchange access services on a non-tariffed, contractual basis. The terms and conditions of this tariff do not apply to such contractual services, except to the extent expressly incorporated into a contract.

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SECTION 2. RULES AND REGULATIONS

2.6 Deposits

- A. The Company may, in order to safeguard its interests, require any Customer to make a deposit prior to or at any time after Service is provided to the Customer, to be held by the Company as a guarantee of the payment of rates and charges.
- B. A deposit may not exceed: (i) the actual or estimated rates and charges, including non-recurring charges, for the Service for a one month period; or (ii) the charges that would apply for the minimum period for a Service which has a minimum term of more than one month, plus any applicable termination charge. The fact that a deposit has been made in no way relieves the customer from complying with the Company's requirement as to the prompt payment of bills.
- C. At such time as the provision of the Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.
- D. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- E. If at any time the amount of a deposit is less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2. RULES AND REGULATIONS

2.7 Notices

Any notice Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, electronic mail or when deposited with the U.S. Postal Service or other express delivery service.

2.8 Payment and Rendering of Bills

- A. The Company shall bill all charges incurred by and credits due to the Customer. The Customer may choose to receive bills in either paper or electronic format. Such bills are due within thirty (30) days after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company shall bill for all Services rendered within 90 days of when those Services are provided.

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SECTION 2. RULES AND REGULATIONS**2.8 Payment and Rendering of Bills (Continued)**

- C. All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (0.049315% per day) or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer makes the late payment funds immediately available to the Company.
- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such taxes shall be separately stated on the Customer's invoice.

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SECTION 2. RULES AND REGULATIONS

2.9 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 60 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. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission.

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

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SECTION 2. RULES AND REGULATIONS

2.10 Discontinuance and Restoration of Service

2.10.1 Cancellation by the Company

- A. For Nonpayment: The Company may, upon ten (10) days written notice to the Customer, discontinue Service or cancel an application for Service without incurring any liability when there is an unpaid balance for Service that is overdue.
- B. For Returned Checks: A Customer whose check or draft is returned unpaid for any reason shall be subject to discontinuance of Service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or rules: A Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2. RULES AND REGULATIONS

2.10 Discontinuance and Restoration of Service (cont'd)

2.10.1 Cancellation by the Company (cont'd)

- E. For Other Causes: A Customer shall be subject to discontinuance of Service, without notice, in the event of suspected fraud or other unlawful use of the Service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
- F. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

2.10.2 Cancellation of Term Agreement

Upon the cancellation of Service provided under a Term Agreement, an early termination charge may apply.

2.10.3 Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

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SECTION 2. RULES AND REGULATIONS

2.11 Information to be Provided to the Public

The Company will use reasonable efforts to advise Customers who may be affected of new, revised or optional rates applicable to their Service.

2.12 [Intentionally left blank]

2.13 Credit Allowance for Interruptions

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative.

A. Credit allowances do not apply to interruptions:

- 1) caused by the Customer, any End User or any third party;
- 2) due to failure of power or equipment provided by the Customer or others;
- 3) during any period in which the Company is not given access to the Premises;

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SECTION 2. RULES AND REGULATIONS**2.13 Credit Allowance for Interruptions (Continued)**

- 4) due to scheduled maintenance and repair; or
- 5) due to Acts of God or other events listed in section 2.19(C) below.

B. Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 4 hours	None
-4 hours up to but not including 8 hours	1/3 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	2/3 of day
-16 hours up to 24 hours	one day

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

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SECTION 2. RULES AND REGULATIONS

2.13 Credit Allowance for Interruptions (Continued)

C. Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed for any period of twenty-four hours.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections

- A. All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- B. Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- C. The Company may undertake to 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.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (cont'd)

- D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer or the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- F. Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
- G. The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such 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 proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 - 2) The reception of signals by Customer provided equipment.
- H. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company-provided equipment.
- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End User's premises:
 - 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 - 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- L. The Customer or End User is responsible for ensuring that Customer- or End User-provided equipment connected to Company equipment and facilities is compatible with such Company 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

- M. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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SECTION 2. RULES AND REGULATIONS

2.15 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. 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.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- B. 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 offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

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By:

**Daniel Moffat, President
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3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses (cont'd)

- E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.
- F. A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

Issued:

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By:

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SECTION 2. RULES AND REGULATIONS

2.17 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.

Issued:

Effective

By:

**Daniel Moffat, President
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Vancouver, Washington 98661**

SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer

The Customer (or the End User, as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing 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, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of 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 the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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By:

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- 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 Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- G. 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.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

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Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.
- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or End User and the sole liability of the Company. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.

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3000 Columbia House Boulevard, Ste. 106
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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

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By:

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Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I. The Company shall not be liable for any damages resulting from delays in meeting any Service dates.

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SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

K. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.

L. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OF IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OF OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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By:

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SECTION 2. RULES AND REGULATIONS**2.20 Indemnification**

The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

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SECTION 2. RULES AND REGULATIONS

2.21 Maintenance and Testing

- A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.

- B. 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 or End User is complying with the requirements set forth above 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. 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 (10) days of receiving this notice, the Customer must take such action. 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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By:

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SECTION 2. RULES AND REGULATIONS

2.22 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

When mixed interstate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows:

1. If the Customer's estimate of the intrastate traffic on the Service equals 10% or more of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this tariff.
2. If the Customer's estimate of the intrastate traffic on the Service is less than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the Company's interstate tariff.
3. If the jurisdiction of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

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By:

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SECTION 3. DESCRIPTION OF SERVICES

The Company provides data transport between End Users and its Customers using a variety of digital transmission technologies, over the Company's own facilities and/or facilities of other carriers.

Depending on distance from the Company's facilities, Services may not be available to all customers. Special construction charges may apply in each case. Company's Services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each Service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services. Other services may be provided by the Company on an Individual Case Basis, depending on such factors as length of loops involved, quality of loops and other factors.

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By:

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SECTION 4. RATES AND CHARGES

Access Services for Interstate Communication Services

Description of Services

The Company provides data transport between End-Users and its Customers using a variety of digital transmission technologies, over the Company's own facilities and/or facilities of other carriers.

Depending on distance from the Company's facilities, service may not be available to all customers. Special construction charges may apply in each case. Company's services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times, in excess of certain thresholds, or for certain billing, monitoring or other services. Other services may be provisioned by the company on an individual case basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

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SECTION 4. RATES AND CHARGES

4.1 Local Loop (per month)

144 kbps IDSL	\$75
160 kbps	\$75
200 kbps	\$90
416 kbps	\$125
784 kbps	\$165
1040 kbps	\$199
1.54 Mbps	\$250

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SECTION 4. RATES AND CHARGES**4.2 Aggregation**

Time From Interconnection	With New Edge Provided DS-3 link (up to 25 miles)	Without DS-3 Link
First Month	\$1000	\$500
Second Month	\$2000	\$1000
Third Month	\$3000	\$1750
Fourth Month (After)	\$4000	\$2500
	Note: DS-3 links of more than 25 miles will be priced on an ICB basis.	Note: applies to customers in same collocation space as well as those who purchase or provide their own DS3 interconnection.

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SECTION 4. RATES AND CHARGES**4.3 Non-recurring Charges**

Standard Installation	\$375
Nonstandard Installation (materials extra)	\$375 + \$40 per hour after 2 nd
Reschedule visit due to lack of exit	\$95
Standard Inside move	\$150
Non standard in-side move (materials extra)	\$150 + \$40 per hour after 2 nd
Outside Move	\$375
Cancellation of order— within ILEC cancellation period	\$50
Cancellation of order— outside ILEC cancellation period	\$275
Site survey (on request)	\$95
Speed Change	\$100
Inside wiring repair (materials extra)	\$95 + \$40/hour after 1 st

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SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, N.W., SUITE 300
WASHINGTON, DC 20007

 FIRST UNION NATIONAL BANK

15-122/540

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NO.

EXACTLY*250*DOLLARS AND 00 CENTS

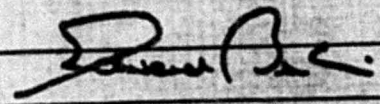
DATE
09/22/99

AMOUNT
\$250.00

PAY
TO THE
ORDER
OF

South Dakota Public Utilities Comm.

GENERAL ACCOUNT
TWO SIGNATURES REQUIRED ABOVE \$10,000



⑈ 1 2 1 4 4 ⑈ 105400 12201203000006 1363 ⑈

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 30, 1999 through October 6, 1999

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing.

Phone: 605-773-3705 Fax: 605-773-3809

CONSUMER COMPLAINTS

CT99-042 In the Matter of the Complaint filed by Paula Muchow, Rapid City, South Dakota, against Creative Opportunity Regarding Unauthorized Billing for Services.

The Complainant claims that service for her residence was switched without authorization. The Complainant seeks to have all charges removed from her account and payment of the \$1000 damage claim allowed by law.

Staff Analyst: Leni Healy

Staff Attorney: Camron Hoseck

Date Filed: 10/04/99

Intervention Deadline: NA

CT99-043 In the Matter of the Complaint filed by Kevin and Gayle Suing, Sioux Falls, South Dakota, against AT&T Communications of the Midwest, Inc. Regarding Unauthorized Billing for Services.

The Complainants claim that they were billed by AT&T for unauthorized services. The Complainants seek to have all charges removed from their account and that fines and penalties be assessed.

Staff Analyst: Leni Healy

Staff Attorney: Karen Cremer

Dated Filed: 10/04/99

Intervention Deadline: NA

TELECOMMUNICATIONS

TC99-100 In the Matter of the Application of New Edge Network, Inc. d/b/a New Edge Networks for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

New Edge Network, Inc. (New Edge) seeks a Certificate of Authority to provide facilities-based and resold local exchange and interexchange telecommunication services in South Dakota. New Edge intends to provide services in U S West territories.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 09/30/99
Intervention Date: 10/22/99

TC99-101 In the Matter of the Application of Avera Communication, L.L.C. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Avera Communication, L.L.C. intends to provide resale and facilities-based interexchange services. Avera Communication plans to offer its services to residential, commercial and business customers.

Staff Analyst: Keith Senger
Staff Attorney: Karen Cremer
Date Filed: 10/06/99
Intervention Date: 10/22/99

You may receive this listing and other PUC publications via our website or via internet e-mail.
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>

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November 16, 1999

VIA OVERNIGHT DELIVERY

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 E. Capital Avenue
State Capital Building
Pierre, SD 57501

RECEIVED

NOV 17 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

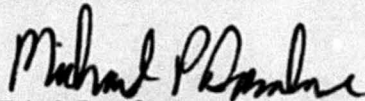
Re: Docket TC99-100 – Application of New Edge Network, Inc. d/b/a New Edge
Networks for a Certificate of Authority

Dear M. Bullard:

New Edge Network, Inc. d/b/a New Edge Networks ("New Edge"), by undersigned counsel and in consultation with Commission Staff, hereby submits an original and ten (10) copies of additional information in support of the above-referenced application. Specifically, enclosed is a revised SD P.U.C. Tariff No. 1 reflecting the revisions to Sections 2.9 and 2.19 requested by Staff.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this matter, please do not hesitate to call us. Thank you for your continued cooperation.

Respectfully submitted,



Eric J. Branfman
Michael P. Donahue

Counsel for New Edge Network, Inc.
d/b/a New Edge Networks

Enclosure

cc: Keith Senger
Karen Cremer
Stacey Waddell

REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF SOUTH DAKOTA
BY
NEW EDGE NETWORK, INC.
D/B/A NEW EDGE NETWORKS

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate telecommunications services within the State of South Dakota by New Edge Network, Inc. d/b/a New Edge Networks, with principal offices at 3000 Columbia House Boulevard, Suite 106, Vancouver, WA 98661. This tariff is on file with the South Dakota Public Service Commission, and copies may be inspected, during normal business hours, at New Edge Network, Inc.'s principal place of business.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

CHECK SHEET

<u>Sheet No.</u>	<u>Revision</u>	<u>Sheet No.</u>	<u>Revision</u>
1	Original	29	Original
2	Original	30	Original
3	Original	31	Original
4	Original	32	Original
5	Original	33	Original
6	Original	34	Original
7	Original	35	Original
8	Original	36	Original
9	Original	37	Original
10	Original	38	Original
11	Original	39	Original
12	Original	40	Original
13	Original	41	Original
14	Original	42	Original
15	Original	43	Original
16	Original	44	Original
17	Original	45	Original
18	Original		
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EXPLANATION OF SYMBOLS

- (C) To signify a changed listing, rule or condition which may affect rates or charges.
- (D) To signify discontinued material, including but not limited to a listing, rate, rule or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material including a listing, rate, rule, or condition.
- (R) To signify a reduction.
- (T) To signify a change in wording of text but no change in rate, rule, or condition.
- (Z) To signify a Correction

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PRICE LIST FORMAT SHEETS

- A. Sheet numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the price list. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet revision numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the Commission allows in their price list approval process, the most current sheet number on file with the Commission is not always the price list page in effect. Consult the Check Sheet for the sheet 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 price list filing is made with the Commission, an updated check sheet accompanies the price list filing. The check sheet lists contained in the price list, 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. remains the same, just revised revision levels on some pages). The price list user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

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Effective

By:

Daniel Moffat, President
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DEFINITIONS

Advance Payment: Part or all of a payment required before the start of Service.

Commission: South Dakota Public Service Commission.

Company: New Edge Network Incorporated d/b/a New Edge Networks, the issuer of this tariff.

Customer: The person, firm or corporation which orders Service and is responsible for the payment of charges and compliance with the terms and conditions of this tariff.

Dedicated: A facility or equipment system or subsystem set aside for the sole use of a specific Customer or End User.

DSL: Digital Subscriber Line.

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

End User: A person, firm or corporation who is designated by the Customer as a user of Company's Service furnished to the Customer. The End User must be specifically identified in the Application for Service.

End User Premises Equipment: Equipment provided by the Customer, the End User, or any party other than the Company that is located on the End User's premises and is connected to the Company's network.

FCC: Federal Communications Commission.

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DEFINITIONS (Continued)

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer and at the Company's sole discretion.

Kbps: Kilobits per second, denotes thousands of bits per second.

Mbps: Megabits per second, denotes millions of bits per second.

Origination Point: The point of demarcation between the Company's facilities and those of the End User.

Premises: The space occupied by a Customer or End User in a building or buildings or contiguous property.

Recurring Charges: The monthly charges to the Customer for Services, facilities and equipment, which continues for the agreed-upon duration of the Service.

Services: The services, or combination thereof, offered by the Company and contained in this Tariff.

Service Order: The request for Company Services submitted by the Customer in the format devised by the Company. The submission of a Service Order by the Customer and confirmation thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Special Facilities: Any facilities, goods, supplies, products, equipment, fixtures or other installation specifically installed or constructed for Customer by Company pursuant to a negotiated agreement between Company and Customer.

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DEFINITIONS (Continued)

Term Agreement: An agreement between the Company and a Customer for the delivery of Services for a stated minimum duration.

Termination Point: The demarcation point between Company's facilities and the Customer's facilities.

Transmission Speed: Transmission speed or rate, in bits per second (bps), as agreed to by Company and Customer.

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SECTION 1. APPLICATION OF TARIFF

This tariff sets forth rules applicable to the provision of interstate high speed digital access and high capacity private line Services using a variety of digital transmission technologies within the State of South Dakota.

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By:

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SECTION 2. RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company undertakes to furnish Services in accordance with the terms and conditions set forth in this tariff.

2.2 Terms and Conditions

The Company shall have no responsibility with respect to billings, charges, or disputes related to Services used by the Customer which are not included in the Services herein including, without limitation, any local, regional or long distance services not offered by the Company. The Customer shall be fully responsible for the payment of any bills for such services and for the resolution of any disputed or discrepancies with the appropriate service provider.

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SECTION 2. RULES AND REGULATIONS

2.3 Application for Service

Customers desiring to obtain Service must submit Service Orders in the form and format specified by Company.

2.3.1 Cancellation of Application for Service

If a Customer cancels a Service Order after Company has commenced installation of Service, a cancellation charge may apply.

2.3.2 Cancellation of Service

Subject to cancellation charges referenced herein, the Customer may have Service discontinued upon thirty (30) days' written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for Service furnished until the effective cancellation of Service. As specified in 2.10.2 below, a termination charge may apply to early cancellation of a Term Agreement.

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SECTION 2. RULES AND REGULATIONS

2.4 Assignment or Transfer

All Service provided under this tariff is directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of Service (except in the case of a merger or sale of substantially all the assets of Customer) without the express prior written consent of the Company, and then only when such transfer or assignment can be accomplished without interruption of the use or change in the location of Service. All terms and conditions contained in this tariff shall apply to any and all such transferees or assignees. The Customer shall, unless otherwise expressly agreed by the Company in writing, remain liable for the payment of all charges due under this tariff or any applicable agreements.

2.5 Contracts

The Company may also offer intrastate exchange access services on a non-tariffed, contractual basis. The terms and conditions of this tariff do not apply to such contractual services, except to the extent expressly incorporated into a contract.

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SECTION 2. RULES AND REGULATIONS

2.6 Deposits

- A. The Company may, in order to safeguard its interests, require any Customer to make a deposit prior to or at any time after Service is provided to the Customer, to be held by the Company as a guarantee of the payment of rates and charges.
- B. A deposit may not exceed: (i) the actual or estimated rates and charges, including non-recurring charges, for the Service for a one month period; or (ii) the charges that would apply for the minimum period for a Service which has a minimum term of more than one month, plus any applicable termination charge. The fact that a deposit has been made in no way relieves the customer from complying with the Company's requirement as to the prompt payment of bills.
- C. At such time as the provision of the Service to the Customer is terminated, the amount of the deposit will be credited to the Customer's account and any credit balance which may remain will be refunded.
- D. In case of a cash deposit, for the period the deposit is held by the Company, simple annual interest will be applied to the deposit for the number of days from the date the Customer deposit is received by the Company to and including the date such deposit is credited to the Customer's account or the date the deposit is refunded by the Company.
- E. If at any time the amount of a deposit is less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

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SECTION 2. RULES AND REGULATIONS

2.7 Notices

Any notice Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when sent via facsimile, electronic mail or when deposited with the U.S. Postal Service or other express delivery service.

2.8 Payment and Rendering of Bills

- A. The Company shall bill all charges incurred by and credits due to the Customer. The Customer may choose to receive bills in either paper or electronic format. Such bills are due within thirty (30) days after the date of issuance thereof, regardless of the media utilized. The Company shall bill in advance charges for all Services to be provided during the ensuing billing period except for charges associated with Service usage. Adjustments for the quantities of Service established or discontinued in any billing period beyond the minimum period will be prorated to the number of days based on a 30 day month. The Company will, upon request and if available, furnish such detailed information as may reasonably be required for verification of the bill.
- B. The Company shall bill for all Services rendered within 90 days of when those Services are provided.

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SECTION 2. RULES AND REGULATIONS

2.8 Payment and Rendering of Bills (Continued)

- C. All bills for Service provided to the customer by the Company are due thirty (30) days from the date of issuance of the bill. If any portion of the payment is received by the Company after the payment due date as set forth above, or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be a portion of the payment not received by the payment due date times a late factor. The late factor shall be 1.5% per month (0.049315% per day) or 18% annually, or the highest rate allowed by law, whichever is the lesser. The late factor will be applied for the number of days from the payment due date to and including the date that the Customer makes the late payment funds immediately available to the Company.
- D. Customer shall be responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise or other local, state and Federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services rendered by Company, (excepting Company's income taxes). Such taxes shall be separately stated on the Customer's invoice.

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SECTION 2. RULES AND REGULATIONS

2.9 Disputed Bills

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must pay the undisputed portion of the invoice in full and submit a documented claim for the disputed amount. The Customer shall 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. Unless disputed, the invoice shall be deemed to be correct and payable in full by Customer. If the Customer is unable to resolve any dispute with the Company, then Customer may file a complaint with this Commission:

South Dakota Public Utilities Commission
State Capitol Building
500 East Capitol Avenue
Pierre, South Dakota 57501-5070
Phone: 1-800-332-1782
TTY: 1-800-877-1113

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

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SECTION 2. RULES AND REGULATIONS

2.10 Discontinuance and Restoration of Service

2.10.1 Cancellation by the Company

- A. For Nonpayment: The Company may, upon ten (10) days written notice to the Customer, discontinue Service or cancel an application for Service without incurring any liability when there is an unpaid balance for Service that is overdue.
- B. For Returned Checks: A Customer whose check or draft is returned unpaid for any reason shall be subject to discontinuance of Service in the same manner as provided for nonpayment of overdue charges.
- C. For any violation of law or rules: A Customer shall be subject to discontinuance of Service, without notice, for any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Service, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such Service.
- D. For the Company to comply with any order or request of any governmental authority having jurisdiction: The Customer shall be subject to discontinuance of Service, without notice, for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2. RULES AND REGULATIONS

2.10 Discontinuance and Restoration of Service (cont'd)

2.10.1 Cancellation by the Company (cont'd)

- E. For Other Causes: A Customer shall be subject to discontinuance of Service, without notice, in the event of suspected fraud or other unlawful use of the Service, or fraud or misrepresentation in any submission of information required in a Service Order or any other information submitted to Company.
- F. For any Customer filing of bankruptcy or reorganization or failing to discharge an involuntary petition therefor within the time permitted by law: The Company may immediately discontinue or suspend Service under this tariff without incurring any liability.

2.10.2 Cancellation of Term Agreement

Upon the cancellation of Service provided under a Term Agreement, an early termination charge may apply.

2.10.3 Resumption of Service

If Service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, Service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected to the satisfaction of Company in Company's sole and absolute discretion and Customer pays a deposit at Company's discretion. All applicable nonrecurring charges shall apply when Services are restored.

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SECTION 2. RULES AND REGULATIONS

2.11 Information to be Provided to the Public

The Company will use reasonable efforts to advise Customers who may be affected of new, revised or optional rates applicable to their Service.

2.12 [Intentionally left blank]

2.13 Credit Allowance for Interruptions

A credit allowance will be given on a per line basis for service interruptions, defined as any period during which any line subscribed to by the Customer hereunder and/or, if applicable, Company-provided equipment attached thereto is out of service, except as specified below. Out of service conditions are defined as complete loss of data transmission capability. Credit allowances, if any, shall be deducted from the charges payable by the Customer hereunder and shall be expressly indicated on the next bill to the Customer. An interruption period begins the earlier of when the Customer reports a malfunction in Service to the Company or Company becomes independently aware of such malfunction. A malfunction period ends when the affected line and/or associated equipment is fully operative.

A. Credit allowances do not apply to interruptions:

- 1) caused by the Customer, any End User or any third party;
- 2) due to failure of power or equipment provided by the Customer or others;
- 3) during any period in which the Company is not given access to the Premises;

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SECTION 2. RULES AND REGULATIONS**2.13 Credit Allowance for Interruptions (Continued)**

- 4) due to scheduled maintenance and repair; or
- 5) due to Acts of God or other events listed in section 2.19(C) below.

B. Interruption of Twenty-Four (24) Hour or Less - Portion of Daily Per-Line Charge

<u>Length of Service Interruption</u>	<u>Credit</u>
-Less than 4 hours	None
-4 hours up to but not including 8 hours	1/3 of day
-8 hours up to but not including 12 hours	1/2 of day
-12 hours up to but not including 16 hours	2/3 of day
-16 hours up to 24 hours	one day

Two or more Service interruptions of the same type to the same line/equipment of two (2) hours or more during any one twenty-four (24) hour period shall be considered as one interruption. In no event shall such interruption credits for any one line/equipment exceed one (1) day's fixed recurring charges for such line/equipment in any twenty-four (24) hour period.

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SECTION 2. RULES AND REGULATIONS

2.13 Credit Allowance for Interruptions (Continued)

C. Interruptions over Twenty-Four (24) Hours

Service interruptions over twenty-four (24) hours will be credited four (4) hours for each four (4) hour period or fraction thereof. No more than one (1) full day's credit will be allowed for any period of twenty-four hours.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections

- A. All Service along the facilities between the point identified as the Company's origination point and the point identified as the Company's termination point will be furnished by the Company, its agents or contractors.
- B. Customer shall allow Company continuous access and right-of-way to both Customer and End User Premises to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of Services, equipment, facilities and systems relating to this tariff.
- C. The Company may undertake to 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.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (cont'd)

- D. The Company undertakes to use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer or End User. Neither the Customer or the End User may, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- E. Title to all facilities (except such equipment and/or facilities as are sold to or independently provided by a Customer or End User), including terminal equipment, shall remain with the Company. The operating personnel and the electric power consumed by such equipment on the Premises of Customer or End User shall be provided by and maintained at the expense of the Customer.

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SECTION 2. RULES AND REGULATIONS**2.14 Service Connections (Continued)**

- F. Equipment the Company provides or installs at the Customer's or End User's Premises for use in connection with the Services shall not be used for any purpose other than that for which the Company provided it.
- G. The Company shall not be responsible for the operation or maintenance of any Customer or End User provided communications equipment. The Company may install certain Customer or End User provided communications equipment upon installation of Service; unless otherwise agreed by the Company in writing, Company shall not thereafter be responsible for the operation or maintenance of such 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 proper origination of signals by Customer provided equipment or for the quality, or defects in, such signals; or
 - 2) The reception of signals by Customer provided equipment.
- H. The Customer shall be responsible for the payment of service charges for visits by the Company's agents or employees to the Premises when the Service difficulty or trouble report results from the improper or inappropriate use of equipment or facilities by the Customer or End User.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- I. In the event Company places Company equipment on Customers' premises for the purpose of furnishing service under this agreement, unless otherwise stipulated, Company is solely responsible for operating and maintaining such equipment. In the event that Customer attempts to operate or maintain any such equipment without first obtaining Company's written approval, in addition to any other remedies of Company for a breach by Customer of Customer's obligations hereunder, Customer shall pay Company for any damage to Company's equipment caused or related to such unauthorized operation or maintenance of Company's equipment upon receipt by Customer of a Company invoice therefor. In no event shall Company be liable to Customer, End User or any other person for interruption of the Service or for any other loss, cost or damage caused or related to Customer's improper or inappropriate use of Company-provided equipment.
- J. Customer agrees to allow Company to remove all Company-provided equipment from Customer or End User's premises:
- 1) upon termination, interruption or suspension of the Service in connection with which the equipment was used; and
 - 2) for repair, replacement or otherwise as Company may determine is necessary or desirable.
- K. At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer or End User's premises, normal wear and tear only excepted. Customer shall reimburse Company for the unamortized cost of any such equipment in the event the foregoing conditions are not met.

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SECTION 2. RULES AND REGULATIONS

2.14 Service Connections (Continued)

- L.** The Customer or End User is responsible for ensuring that Customer- or End User-provided equipment connected to Company equipment and facilities is compatible with such Company 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. Customer will submit to Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be attached to the Company's facilities. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with Company's facilities. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.
- M.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Service, and the channels, facilities, or equipment of others shall be provided at the Customer's expense.

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SECTION 2. RULES AND REGULATIONS

2.15 Limitation of Service Equipment or Facilities

- A. Service is offered subject to the provisions of this tariff and the availability of the necessary facilities and/or equipment, and is limited to the ongoing availability and capacity of the Customer's facilities as well as the facilities the Company may require from other carriers to furnish Service. The Company may decline Service Orders to or from a location where, in the Company's sole discretion, the necessary facilities or equipment are not available. The Company may discontinue furnishing Service in accordance with the terms of this tariff.
- B. The Company reserves the right to discontinue or limit Service when necessitated by conditions beyond its control, or when Service is used in violation of provisions of this tariff or the law.
- C. The Company does not undertake to transmit messages, but offers the use of its Service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D. The Company reserves the right to discontinue Service, limit Service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing Service, as determined by the Company in its reasonable judgment.
- E. 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. RULES AND REGULATIONS

2.16 Prohibited Uses

- A. The Services of the Company shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and permits, required to be obtained by the Customer with respect thereto.
- B. 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 offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.
- C. The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this tariff. The Customer or End User may not assign, transfer in any manner the Service or any rights associated with the Service without the written consent of the Company.
- D. The Company may require a Customer to immediately shut down its transmission of signals if Company concludes, in its sole discretion, that such transmission is causing interference to others.

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SECTION 2. RULES AND REGULATIONS

2.16 Prohibited Uses (cont'd)

- E. The Customer may not use the Services so as to interfere with or impair Service over any facilities and associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.**
- F. A Customer or End User shall not represent that its services are provided by the Company, or otherwise indicate to its Customers that its provision of Services is jointly with the Company, without the prior written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.**

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SECTION 2. RULES AND REGULATIONS

2.17 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. RULES AND REGULATIONS

2.18 Obligations of the Customer

The Customer (or the End User, as the case may be) shall be responsible for:

- A. The payment of all charges applicable to the Services.
- B. Damage or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer or End User or the non-compliance by the Customer or End User with the provisions of this tariff; or by fire or theft or other casualty on the premises of the Customer or End User unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. Providing 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, and providing the level of power, heating and air conditioning necessary to maintain the proper environment on such Premises;

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SECTION 2. RULES AND REGULATIONS**2.18 Obligations of the Customer (Continued)**

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of 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 the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.
- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- D. Obtaining, maintaining, and otherwise having full responsibility for rights of way necessary to install equipment to provide Service to the Customer or End User from the minimum point of entry or the property line of the land on which the structure wherein any termination point or origination point used by the Customer or End User is placed or located, whichever is applicable, through the point of entry into the structure, throughout the structure, to the location of the equipment space. Any and all costs associated with the obtaining and maintaining of 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 the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting a Service Order.

- E. Providing a safe place to work and complying with all laws and regulations regarding the working conditions on the Premises. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury to Company employees or property might result from installation or maintenance by the Company.

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SECTION 2. RULES AND REGULATIONS

2.18 Obligations of the Customer (Continued)

- 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 Premises or the rights-of-way for which the Customer is responsible, and obtaining permission for Company agents or employees to enter the Premises at any reasonable hour for the purpose of installing, inspecting, repairing, or, upon termination of Service as stated herein, removing the facilities or equipment of the Company;
- G. 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.
- H. Keeping the Company's equipment and facilities located on the Customer's premises or rights-of-way obtained by the Customer free and clear of any liens or encumbrances relating to the Customer's use of the Company's Services or from the locations of such equipment and facilities.
- I. Providing, operating and maintaining Customer provided or End User equipment on the Premises. Conformance of Customer provided or End User premises equipment with part 68 of the FCC Rules is the responsibility of the Customer.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company

- A. The Services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular Services and facilities furnished under this tariff.
- B. The liability of the Company for damages arising out of the furnishing of these Services, including but not limited to mistakes, omissions, interruptions, delays, tortious conduct or errors, or other defects, representations, or use of these Services or arising out of the failure to furnish the Service, whether caused by acts of commission or omission, shall be determined in accordance with SDCL 49-13-1 and 49-13-1.1 and any other applicable law.

Issued:

Effective

By:

**Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- C. The Company shall not be liable for, nor shall any Service Credits be extended for, any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D. The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the Services the Company offers.
- E. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- F. Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of any such vendor or vendor's equipment.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

- G. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- H. The Company is not liable for any defacement of or damage to the Premises resulting from the furnishing of Services, equipment, or associated wiring on such Premises or the installation or removal thereof, except where such defacement or damage is the result of negligence or willful misconduct on the part of the agents or employees of the Company.

Issued:

Effective

By:

**Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 2. RULES AND REGULATIONS

2.19 Liability of the Company (Continued)

K. The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with Service.

L. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.20 Indemnification

The Customer and any End User, jointly and severally, shall indemnify, defend and hold the Company harmless from claims, loss, damage, expense (including attorney's fees and court costs), or liability (including liability for patent infringement) arising from: (1) any claims made against Company by any End User in connection with the delivery or consumption of Services; (2) combining with, or using in connection with facilities the Company furnished, facilities the Customer or End User furnished; or (3) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control. In the event that any infringing use is enjoined, the Customer, at its option and expense, may obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer and any End Users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims.

Issued:

Effective

By:

**Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 2. RULES AND REGULATIONS

2.21 Maintenance and Testing

- A. Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's facilities in satisfactory operating condition. No interruption allowance will be credited to the Customer for the period during which the Company makes such tests, adjustments, or inspections.
- B. 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 or End User is complying with the requirements set forth above 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. 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 (10) days of receiving this notice, the Customer must take such action. 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.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 2. RULES AND REGULATIONS

2.22 Determination of Jurisdiction of Mixed Interstate and Intrastate Service

When mixed interstate and intrastate Service is provided over a dedicated facility, the jurisdiction will be determined as follows:

1. If the Customer's estimate of the intrastate traffic on the Service equals 10% or more of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of this tariff.
2. If the Customer's estimate of the intrastate traffic on the Service is less than 10% of the total traffic on that Service, the Service will be provided according to the applicable rules and regulations of the Company's interstate tariff.
3. If the jurisdiction of interstate traffic on the Service changes to the extent that it alters the jurisdiction of the Service, the Customer must notify the Company of any required change in status. The affected Service will revert to the appropriate jurisdictional tariff within the next full billing cycle. No retroactive rate adjustments will apply to the period prior to the change in the Company's records. Any applicable Term Agreement will be transferred with the jurisdictional change.

Issued:

Effective

By:

**Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 3. DESCRIPTION OF SERVICES

The Company provides data transport between End Users and its Customers using a variety of digital transmission technologies, over the Company's own facilities and/or facilities of other carriers.

Depending on distance from the Company's facilities, Services may not be available to all customers. Special construction charges may apply in each case. Company's Services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each Service, additional charges may apply for transfers of data per month, at certain times in excess of certain thresholds, or for certain billing, monitoring or other services. Other services may be provided by the Company on an Individual Case Basis, depending on such factors as length of loops involved, quality of loops and other factors.

Issued:

Effective

By:

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 4. RATES AND CHARGES

Access Services for Interstate Communication Services

Description of Services

The Company provides data transport between End-Users and its Customers using a variety of digital transmission technologies, over the Company's own facilities and/or facilities of other carriers.

Depending on distance from the Company's facilities, service may not be available to all customers. Special construction charges may apply in each case. Company's services are data services only and will not be accompanied by 411, 911, or other voice services. In addition to the charges specified for each service, additional charges may apply for transfers of data per month, at certain times, in excess of certain thresholds, or for certain billing, monitoring or other services. Other services may be provisioned by the company on an individual case basis (ICB), depending on such factors as length of loops involved, quality of loops and other factors.

Issued:

Effective

By:

**Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 4. RATES AND CHARGES

4.1 Local Loop (per month)

144 kbps IDSL	\$75
160 kbps	\$75
200 kbps	\$90
416 kbps	\$125
784 kbps	\$165
1040 kbps	\$199
1.54 Mbps	\$250

Issued:

Effective

By:

**Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661**

SECTION 4. RATES AND CHARGES**4.2 Aggregation**

Time From Interconnection	With New Edge Provided DS-3 link (up to 25 miles)	Without DS-3 Link
First Month	\$1000	\$500
Second Month	\$2000	\$1000
Third Month	\$3000	\$1750
Fourth Month (After)	\$4000	\$2500
	Note: DS-3 links of more than 25 miles will be priced on an ICB basis.	Note: applies to customers in same collocation space as well as those who purchase or provide their own DS3 interconnection.

Issued:**Effective****By:**

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SECTION 4. RATES AND CHARGES**4.3 Non-recurring Charges**

Standard Installation	\$375
Nonstandard Installation (materials extra)	\$375 + \$40 per hour after 2 nd
Reschedule visit due to lack of exit	\$95
Standard Inside move	\$150
Non standard in-side move (materials extra)	\$150 + \$40 per hour after 2 nd
Outside Move	\$375
Cancellation of order— within ILEC cancellation period	\$50
Cancellation of order— outside ILEC cancellation period	\$275
Site survey (on request)	\$95
Speed Change	\$100
Inside wiring repair (materials extra)	\$95 + \$40/hour after 1 st

Issued:**Effective****By:**

Daniel Moffat, President
New Edge Network Inc. d/b/a New Edge Networks
3000 Columbia House Boulevard, Ste. 106
Vancouver, Washington 98661

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
TELEPHONE (212) 758-9500
FACSIMILE (212) 758-9526

November 19, 1999

VIA OVERNIGHT DELIVERY

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 E. Capital Avenue
State Capital Building
Pierre, SD 57501

RECEIVED

NOV 22 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

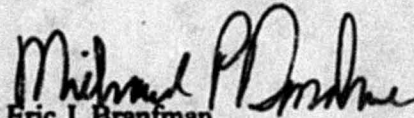
Re: Docket TC99-100 – Application of New Edge Network, Inc. d/b/a New Edge
Networks for a Certificate of Authority

Dear M. Bullard:

New Edge Network, Inc. d/b/a New Edge Networks ("New Edge"), by undersigned counsel and in consultation with Commission Staff, hereby submits an original and ten (10) copies of \$25,000.00 bond, as requested by Staff.

Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-prepaid envelope provided. Should you have any questions concerning this matter, please do not hesitate to call us. Thank you for your continued cooperation.

Respectfully submitted,



Eric J. Branfman
Michael P. Donahue

Counsel for New Edge Network, Inc.
d/b/a New Edge Networks

Enclosure

cc: Keith Senger
Karen Cremer
Stacey Waddell

**INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA**

BOND #1

1300236

We, New Edge Network, Inc. DBA: New Edge Networks, the Principal and applicant for a CERTIFICATE OF AUTHORITY to resell long distance telecommunications services within the State of South Dakota, and Amwest Surety Insurance Company as Surety, bind ourselves unto the Public Utilities Commission of the State of South Dakota and to the consumers of South Dakota, as Obligees, in the penal sum of Twenty Five Thousand and No/100 (\$25,000.00) Dollars.

The total aggregate liability under this bond is limited to Twenty Five Thousand and No/100 (\$25,000.00) Dollars.

The conditions of this obligation are such that principal, having been granted such CERTIFICATE OF AUTHORITY subject to the provision that said Principal purchase this Indemnity Bond, and if said Principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota Law, and reimburse customers of New Edge Network, Inc. for any repayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date hereon and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety may cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not affect liability incurred or accrued hereunder prior to the termination of said thirty (30) day period.

Dated this 3rd day of November, 1999.

New Edge Network, Inc. DBA: New Edge Networks

By: *Thomas C. [Signature]*

Countersigned this 3rd day of No.

1999. Countersigned for South Dakota

By: *[Signature]*

Resident Agent

Amwest Surety Insurance Company

By: *Kate J. Pullman*

Kate J. Pullman, Attorney-In-Fact

*Original Bond is
in Delaine's
bottom desk drawer.*

LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company

Expiration Date: 07/19/01

POWER NUMBER 0001036798

This document is printed on white paper containing the artificial watermarked logo () of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company (the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (503) 284-2029.

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation, does hereby make, constitute and appoint:

Wade H. Coykendall
Kate J. Pullman
As Employees of Accordia of Oregon, Inc.

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the seal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follows:

Bid Bonds up to \$2,500,000.00
Contract, Court & Subdivision Bonds up to \$2,500,000.00
License and Permit Bonds up to \$50,000.00
Miscellaneous Bonds Up To \$25,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation, DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of Amwest Surety Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Bond No. 131001265 Signed & sealed this 3rd day of November 1999 Karen G. Cohen
Karen G. Cohen, Secretary

..... RESOLUTIONS OF THE BOARD OF DIRECTORS
This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company has caused these present to be signed by its proper officers, and its corporate seals to be hereunto affixed this 25th day of September, 1998.

John E. Savage
John E. Savage, President

Karen G. Cohen
Karen G. Cohen, Secretary

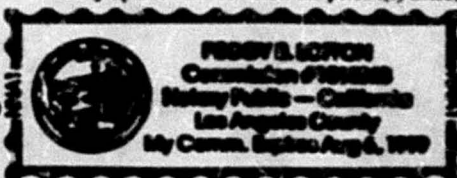
State of California
County of Los Angeles

On September 25, 1998 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Peggy B. Lofton
Peggy B. Lofton, Notary Public

(Seal)



5230 Las Virgenes Road Calabasas, CA 91362 TEL 818 871-2000

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

IN THE MATTER OF THE APPLICATION OF	)	ORDER GRANTING
NEW EDGE NETWORK, INC. D/B/A NEW	)	CERTIFICATE OF
EDGE NETWORKS FOR A CERTIFICATE OF	)	AUTHORITY
AUTHORITY TO PROVIDE	)	
TELECOMMUNICATIONS SERVICES,	)	TC99-100
INCLUDING LOCAL EXCHANGE SERVICES, IN	)	
SOUTH DAKOTA	)	

On September 30, 1999, the Public Utilities Commission (Commission) received an application for a certificate of authority from New Edge Network, Inc. d/b/a New Edge Networks (New Edge).

New Edge seeks authority to provide resold and facilities-based competitive local exchange and interexchange services. A proposed tariff was filed by New Edge.

On October 7, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of October 22, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled November 29, 1999, meeting, the Commission considered New Edge's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to rural safeguards and a continuous \$25,000 surety bond. Commission Staff further recommended a waiver of ARSD 20:10:32:03(8).

The Commission finds that it has jurisdiction over this matter pursuant to SDCL Chapter 49-31, specifically 49-31-3 and 49-31-69 and ARSD 20:10:24:02, 20:10:24:03 and 20:10:32:03. The Commission finds that New Edge has met the legal requirements established for the granting of a certificate of authority. New Edge has, in accordance with SDCL 49-31-3 and 49-31-71, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. Further, the Commission finds that there is good cause to waive subparagraph (8) of ARSD 20:10:32:03.

The Commission approves New Edge's application for a certificate of authority, subject to rural safeguards and a continuous \$25,000 surety bond. The certificate of authority for New Edge shall authorize it to offer local exchange services in South Dakota, except in those areas served by a rural telephone company. In the future, should New Edge choose to provide local exchange services statewide, with respect to rural telephone companies, New Edge will have to come before the Commission in another proceeding before being able to provide local service in that rural service area pursuant to 47 U.S.C. § 253(f) which allows the Commission to require a company that seeks to provide service in a rural service area to meet the requirements in 47 U.S.C. § 214(e)(1) for designation as an eligible telecommunications carrier. In addition, the granting of statewide

certification will not affect the exemptions, suspensions, and modifications for rural telephone companies found in 47 U.S.C. § 251(f). It is therefore

ORDERED, that New Edge's application for a certificate of authority to provide telecommunications services, including local exchange services, is granted, subject to a continuous \$25,000 surety bond; and it is

FURTHER ORDERED, that New Edge shall file informational copies of tariff changes with the Commission as the changes occur; and it is

FURTHER ORDERED, that the Commission shall authorize New Edge to offer its local exchange services in South Dakota, except in those areas served by a rural telephone company; and it is

FURTHER ORDERED, that the Commission finds good cause to waive subparagraph (8) of ARSD 20:10:32:03.

Dated at Pierre, South Dakota, this 8th day of December, 1999.

CERTIFICATE OF SERVICE The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by facsimile or by first class mail, in properly addressed envelopes, with charges prepaid thereon. By: <u><i>Dulaine Kees</i></u> Date: <u>12/8/99</u> (OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

December 12, 2000

William Bullard
Executive Director
South Dakota Public Utilities Commission
500 E. Capital Avenue
State Capital Building
Pierre, SD 57501

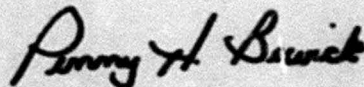
RE: Docket TC99-100 – New Edge Networks Certification

Dear Mr. Bullard:

On December 2, 1999 the Public Utilities Commission of the State of South Dakota issued an order in Docket No. TC99-100 granting a Certificate of Authority to New Edge Network, Inc. d/b/a New Edge Networks. As a condition of granting that Authority, New Edge Networks was required to file a surety bond in the sum of \$25,000. That bond was filed with the Commission on November 19, 1999.

New Edge Networks has recently changed bonding companies. As a result of that change, I enclose for filing the original and ten (10) copies of the replacement bond in the sum of \$25,000. Please date stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope provided. Should you have any questions concerning this matter, please do not hesitate to call me on 360-906-9775. Thank you for your attention to this matter.

Very truly yours,



Penny H. Bewick
Director-Government Affairs
New Edge Network, Inc.

RECEIVED

DEC 15 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

3000 Columbia House Blvd, Suite 106
Vancouver, WA 98661-2989
Phone: 360.683.9009
Fax: 360.683.9997
www.newedgenetworks.com



**INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA**

BOND NO. 081 S 103508175 BCM

We, **New Edge Network, Inc. DBA: New Edge Networks**, the Principal and applicant for a **CERTIFICATE OF AUTHORITY** to resell long distance telecommunications services within the State of South Dakota, and **Travelers Casualty and Surety Company of America** as Surety, bind ourselves unto the Public Utilities Commission of the State of South Dakota and to the consumers of South Dakota, as Obligee, in the penal sum of **Twenty Five Thousand and No/100(\$25,000.00) Dollars**.

The total aggregate liability under this bond is limited to **Twenty Five Thousand and No/100 (\$25,000.00) Dollars**.

The conditions of this obligation are such that principal, having been granted such **CERTIFICATE OF AUTHORITY** subject to the provision that said Principal purchase this Indemnity Bond, and if said Principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota Law, and reimburse customers of **New Edge Network, Inc.** for any repayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date herein and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety man cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not effect liability incurred or accrued hereunder prior to the termination of said thirty(30) day period.

Dated this 3rd day of November, 2000.

*Original Bond
is in Delaine's
bottom desk drawer.*

New Edge Network, Inc. DBA: New Edge Networks

By: *[Signature]*

Travelers Casualty and Surety Company of America

By: *Michelle R. Stasko*

Michelle R. Stasko, Attorney-in-Fact

Countersigned this 3rd day of November, 2000.

Countersigned for South Dakota

By: *Nick Russo*

Resident Agent

RECEIVED

DEC 15 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**



**INDEMNITY BOND
TO THE
PEOPLE OF THE STATE OF SOUTH DAKOTA**

BOND NO. 081 S 103508175 BCM

We, **New Edge Network, Inc. DBA: New Edge Networks**, the Principal and applicant for a **CERTIFICATE OF AUTHORITY** to resell long distance telecommunications services within the State of South Dakota, and **Travelers Casualty and Surety Company of America** as Surety, bind ourselves unto the Public Utilities Commission of the State of South Dakota and to the consumers of South Dakota, as Obligee, in the penal sum of **Twenty Five Thousand and No/100(\$25,000.00) Dollars**.

The total aggregate liability under this bond is limited to **Twenty Five Thousand and No/100 (\$25,000.00) Dollars**.

The conditions of this obligation are such that principal, having been granted such **CERTIFICATE OF AUTHORITY** subject to the provision that said Principal purchase this Indemnity Bond, and if said Principal shall in all respects fully and faithfully comply with all applicable provisions of South Dakota Law, and reimburse customers of **New Edge Network, Inc.** for any repayment or deposits they have made which may be unable or unwilling to return to said customers as a result of insolvency or other business failure, then this obligation shall be void, discharged and forever exonerated, otherwise to remain in full force and effect.

This bond shall take effect as of the date herein and shall remain in force and effect until the surety is released from liability by the written order of the Public Utilities Commission, provided that the surety man cancel this Bond and be relieved of further liability hereunder by delivering thirty (30) days written notice to the Public Utilities Commission. Such cancellation shall not effect liability incurred or accrued hereunder prior to the termination of said thirty(30) day period.

Dated this 3rd day of November, 2000.

*Original Bond
is in Delaine's
bottom desk drawer.*

New Edge Network, Inc. DBA: New Edge Networks

By: *[Signature]*

Travelers Casualty and Surety Company of America

By: *Michelle R. Stasko*

Michelle R. Stasko, Attorney-in-Fact

Countersigned this 3rd day of November, 2000.

Countersigned for South Dakota

By: *Nick Russo*

Resident Agent

RECEIVED

DEC 15 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-7062

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: Debra Nelson, James W. Campbell, Jim Letcher, John A. Beckerleg, Kelly Michael Layman, Janet D. Blankley, Steven Michael Wagner, Michelle R. Stasko, of Seattle, Washington, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 21st day of July, 2000.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

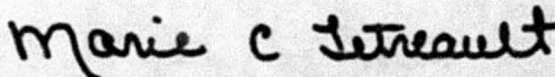


TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY

By 
George W. Thompson
Senior Vice President

On this 21st day of July, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





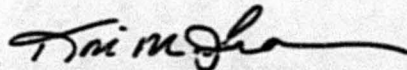
My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 3rd day of
NOVEMBER, 20 00.



By 
Kori M. Johanson
Assistant Secretary, Bond