

APPLICATION OF WIDEVOICE COMMUNICATIONS, INC. FOR A CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY
TO PROVIDE FACILITIES BASED AND RESALE LOCAL EXCHANGE,
INTERLATA AND INTRALATA TELECOMMUNICATIONS SERVICES

| EXHIBIT | DESCRIPTION |
|---------|--|
| A | Articles of Organization and Certificate of Status Issued by the South Dakota Secretary of State |
| B | Financial Statements-(CONFIDENTIAL) |
| C | Draft Tariffs |

EXHIBIT A

**Articles of Organization
and
Certificate of Status Issued by the South Dakota Secretary of State**

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, ROSS MILLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **WIDVOICE COMMUNICATIONS INC.**, as a corporation duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since November 7, 2008, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on January 14, 2009.

ROSS MILLER
Secretary of State

Certified By: Chris Thomann
Certificate Number: C20090109-2399
You may verify this certificate
online at <http://www.nvsos.gov/>

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

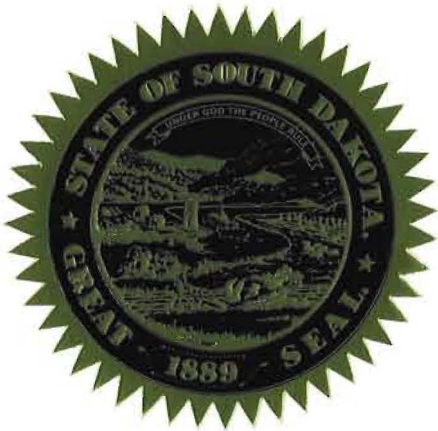
Certificate of Authority

ORGANIZATIONAL ID #: FB033281

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **WIDEVOICE COMMUNICATIONS, INC. (NV)** 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 February 26, 2009.



Chris Nelson

Chris Nelson
Secretary of State

EXHIBIT C

Draft Tariffs

TELECOMMUNICATIONS

WIDEVOICE COMMUNICATIONS, INC.
5025 S Jones Avenue, Ste. 110
Las Vegas, NV 89118

SOUTH DAKOTA LOCAL EXCHANGE SERVICES TARIFF
OF WIDEVOICE COMMUNICATIONS, INC.

TARIFF NO. 1

This tariff, filed with the South Dakota Public Utilities Commission, contains the rates, terms, and conditions applicable to Local Exchange Services provided within the State of South Dakota offered by WideVoice Communications, Inc.

Issued: August 10, 2009

Effective:

By: Patrick Chicas
President & CEO
WIDEVOICE COMMUNICATIONS, INC.
5025 S Jones Avenue, Ste. 110
Las Vegas, NV 89118

TELECOMMUNICATIONS

CHECK SHEET

Sheets 1 through 36, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

| <u>SHEET</u> | <u>REVISION</u> |
|--------------|-----------------|
| Title | Original |
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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

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APPLICATION OF THE TARIFF

This tariff contains the regulations and rates applicable to the provision of local exchange service by WideVoice Communications, Inc. within the state of South Dakota and subject to the jurisdiction of the South Dakota Public Utilities Commission.

Issued: August 10, 2009

Effective:

By: Patrick Chicas
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TELECOMMUNICATIONS

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a WideVoice company switching center or point of presence.

Authorized User - A person, firm, Public Service, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Carrier or Company - Whenever used in this tariff, "Carrier," "Company," or "WideVoice" refers to Widevoice Communications, Inc. unless otherwise specified or clearly indicated by the context.

Commission - South Dakota Public Utilities Commission.

Customer - The person, firm, Public Service, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff. Customer shall include those entities including Internet service providers, cable companies, and other entities which purchase these services on a wholesale basis for resale to their end user customers.

Exchange Access Line - The serving central office line equipment and all Company plant facilities up to and including the Company-provided Standard Network Interface. These facilities are Company-provided and maintained and provide access to and from the telecommunications network for message toll service and for local calling appropriate to the tariffed use offering selected by the Customer. Exchange access lines are subject to non-recurring charges, as specified in Section 4 of this tariff.

ILEC - The Incumbent Local Exchange Carrier.

LEC - Local Exchange Company.

Limited Local Calling Area – Areas designated by incumbent local exchange carriers as areas where calls will be billed as standard local calls. Company will follow incumbent tariffed local calling area lists.

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

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TELECOMMUNICATIONS

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (cont'd)

Person-to-Person Calling - An operator-assisted service whereby the person originating the call specifies a particular person to be reached or a particular station, room number, department, or office to be reached through a PBX attendant. Charges may be billed to the called party, a third number, a credit card, a calling card or designated third party station.

Station-to-Station Calling - A service whereby the originating End User requests the assistance of a Company operator to place or bill the call. Calls billed Collect or to a telephone company-issued Calling Card or to an authorized Credit Card are Operator-Station calls unless the call is placed on a Person-to-person basis. Automated Calling Card calls are not Operator-station calls. Calls may be dialed with or without the assistance of a Company operator. Collect calls to coin telephones and transfers of charges to third telephones which are coin telephones will not be accepted.

Widevoice Communications, Inc. ("WideVoice") - Used throughout this tariff to mean WideVoice Communications, Inc. unless clearly indicated otherwise by the text.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. WideVoice may offer these services over its own, over resold facilities, or a combination thereof. WideVoice installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. WideVoice may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the Commission's rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the WideVoice network. The Customer shall be responsible for all charges due for such service arrangement. The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 WideVoice reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 All facilities provided under this tariff are directly controlled by WideVoice and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 WideVoice's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities shall be determined pursuant to SDCL 49-13-1 and 49-13-1.1.

2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff, or for any act or omission of the Customer- or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

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TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Deposits

The Company does not, in the normal course of business, collect deposits from Customers, but reserves the right to do so should the customer not exhibit credit worthiness or has a previous outstanding bill with the Company or another telecommunications carrier.

2.6 Advance Payments

WideVoice does not require advance payments from customers in the normal course of business. Should the customer require services that the Company would need to purchase through another carrier, this will be handled on an individual case basis.

2.7 Taxes

All South Dakota and local taxes (including but not limited to franchise fees, excise tax, sales tax, and municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Equipment

2.8.1 The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephones. Such terminal equipment shall be furnished and maintained at the expense of the Customer except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities.

2.8.2 The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others, to disconnect, rearrange, remove, and attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

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TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.8 Equipment (cont'd)

2.8.3 Equipment the Company provides or installs at the Customer premises is solely for use in connection with Company's services. The equipment shall not be used for any purpose other than that for which the Company provided it.

2.8.4 The Customer shall be responsible for payment of service charges, as set forth herein, for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.8.5 The Company shall not be responsible for the installation, operation or maintenance of any customer-provided 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 the transmission of signals by customer-provided equipment or for the quality of, or defects in, such transmission; or the reception of signals by customer-provided equipment.

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

2.8.7 Title to all facilities provided by the Company under this tariff shall remain in the Company's name or in the name of the carrier supplying the services and facilities being resold.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

Any conflicts between a service agreement and tariff will be resolved by following the rates, terms, conditions, etc. effective as approved by the Commission in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by WideVoice. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Dakota Public Utilities Commission. WideVoice's billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within one hundred and eighty (180) days of the date of the invoice. Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The Customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice. If a Customer is not satisfied with the Company's response to an inquiry or request for credit, he or she may appeal to the South Dakota Public Utilities Commission for final resolution by contacting the Commission at the following address and/or phone number(s):

500 East Capitol Street

Pierre, SD 57501

Phone: 605 773-3201 or 800 332-1782 (toll-free)

2.11 Late Payment Charge

WideVoice will assess a late payment charge equal to 1.5% for any past due balance that exceeds thirty days. A late payment penalty may be assessed only once on any bill for rendered services. Late payment penalties shall comply with South Dakota utility commission regulations and South Dakota law.

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TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.12 Cancellation by Customer

Pursuant to South Dakota statute, a Customer may cancel service by providing written notice to the Company.

2.13 Interconnection

Service furnished by WideVoice may be connected with the services or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with WideVoice's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

2.14 Refusal or Discontinuance by Company

WideVoice may refuse or discontinue service under the following conditions unless such condition contradicts South Dakota law or the Rules of the Commission:

2.14.1 For non-compliance with or violation of any South Dakota, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

2.14.2 For use of telephone service or any other Company property for purposes other than that described in the application for service.

2.14.3 For neglect or refusal to provide reasonable access to WideVoice or its agents for the purpose of inspection and maintenance of equipment owned by WideVoice or agents.

2.14.4 For noncompliance with or violation of Commission regulation or WideVoice's rules and regulations on file with the Commission, provided ten days written notice is given before termination.

2.14.5 For nonpayment of bills, including bills for any of the Company's other communication services, provided that suspension or termination of service shall not be made without seven days written notice to the Customer.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company (cont'd)

2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect WideVoice's equipment or service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.7 Without notice in the event of tampering with the equipment or services owned by WideVoice or Its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, WideVoice may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission.

2.14.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

2.15 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion, to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winners of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time, the Company may waive all processing fees for a Customer. The Company will notify the Commission regarding specific promotions and contests.

2.17 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications Systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein because the Customer has the option of using the long distance network via local exchange company access.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Returned Check Charges

A fee of \$25.00 may be charged for each check returned for insufficient funds. Returned check charges shall comply with South Dakota commission regulations and South Dakota law.

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TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.20 Service Implementation

Absent a promotional offering, service implementation charges of \$15.00 per service order apply to new service order or to orders to change existing service for the business services listed in Section 3.

2.21 Reconnection Charge

A reconnection fee of \$25.00 per occurrence, per account, may be charged when service is re-established for customers who have been disconnected for non-payment, and is payable at the time that the restoration of suspended service and facilities is arranged.

2.21 Operator Service Rules

The Company will enforce the operator service rules specified by the Commission and by the FCC.

2.22 Access to Telephone Relay Services

Where required by the Commission, the Company will participate in telephone relay services for handicapped and/or hearing impaired end users, and will comply with all regulations and requirements. The Company shall impose any monthly surcharge or any other related charge upon its local exchange telecommunications subscribers as may be required by South Dakota law.

2.23 Access to Carrier of Choice

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider (IXC) of their choice. The IXC should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. WideVoice should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.25 Directory Listings

2.25.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the directory or directories of the incumbent local exchange carrier.

2.25.2 The rates and regulations specified herein for directory listings apply only to the alphabetical section of the directory. Listings are intended solely for the purpose of identifying subscriber's telephone number and as an aid to the use of telephone service.

2.25.3 The listings of subscribers, either without charge or at the rate specified within this tariff for other listings are arranged alphabetically and are not intended for special prominence of arrangement. In accepting listings as requested by subscribers or prospective subscribers, the Company will not be a party to controversies between subscribers as result of the publication of such listings in the directories.

2.25.4 Listings must conform to the Company's specifications with respect to the directories. The Company reserves the right to reject listings when in, its sole judgment, such listings would violate the integrity of company records and the directories, confuse individuals using the directory, or when the customer cannot provide satisfactory evidence that he is authorized to do business as requested.

2.25.5 The Company reserves the right to limit the length of any listing to one line in the directory by use of abbreviations when, in its sole judgment, the clarity of the listing and the identification of the subscriber is not impaired.

2.25.6 Generally, the listed address is the location of the subscriber's place of business or residence.

2.25.7 Liability of the Company due to directory errors and omissions is as specified in Section 2 of this tariff.

2.25.8 Generally, a business listing consists of a name or dual name, a designation descriptive of the subscriber's business if not self-explanatory, the address, and the business telephone number. The main listing is ordinarily the name of the individual, firm or Public Service which contracts for the service or the name under which a business is regularly conducted.

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SECTION 2 - RULES AND REGULATIONS (cont'd)

2.26 Special Construction

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

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

2.27 Universal Emergency Telephone Number Service(911, E911)

2.27.1 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.

2.27.2 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

2.27.3 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the Public Safety Answering Point.

TELECOMMUNICATIONS

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.27 Universal Emergency Telephone Number Service(911,E911) (cont'd)

2.27.4 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, in Public Service of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

2.27.5 The Company assumes no liability for any infringement or invasion of any right of privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the use of 911 Service. Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this tariff; the Public Safety Agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement or invasion of the right of privacy of any person or persons caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

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Las Vegas, NV 89118

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Service Areas

WideVoice will provide Local Exchange Service in the entire state of South Dakota. Company will follow the relevant incumbent exchange carriers' tariffs descriptions of local calling areas.

3.2 Product Descriptions

3.2.1 Timing of Calls - Usage-Sensitive Products

3.2.1.A Usage charges for usage-sensitive products are based on the actual usage of WideVoice's network. The Company will determine that a call has been established by signal from the local telephone Company.

3.2.1.B Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the Rate Schedules.

3.2.1.C Usage is measured and rounded to the next higher billing increment for billing purposes.

3.2.1.D There is no usage-based billing applied for incomplete calls.

3.2.2 WideVoice Residential Services

WideVoice does not currently offer residential services.

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.3 WideVoice Business Services

WideVoice's Business Services are offered for local calling using the facilities of WideVoice and/or those of other authorized Local Exchange Carriers. WideVoice's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions, and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

3.2.4 Directory Listings

For each Customer of WideVoice's Exchange Access Service(s), the Company shall arrange for the listing of the Customers main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings at an additional charge.

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.5 Operator-Assisted Services

Operator-assisted services are provided to Customers on a presubscribed basis. Services are also provided to Customers and Users of exchange access lines which are presubscribed to the Company's interexchange outbound calling services. Various billing arrangements are available with WideVoice's operator-assisted service including Calling Card, Commercial Credit Card, Collect, Person-to-Person and Third Party. Monthly and/or usage-sensitive charges apply as South Dakota in Section 4, including per call operator charges.

3.2.5.A Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the Customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a Customer cannot otherwise dial the call due to defective equipment or trouble on the WideVoice network;
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

3.2.5 Operator-Assisted Services

3.2.5.B Busy Line Verify and Line Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a called line. The operator will determine whether the line is clear or in use and report its status to the calling party. The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2.5 Operator-Assisted Services (cont'd)

3.2.5.B Busy Line Verify and Line Interrupt Service (cont'd)

A charge will apply when:

- 1) The operator verifies that the line is busy with a call in progress;
- 2) The operator verifies that the line is unavailable for incoming calls; or
- 3) The operator verifies that the called number is busy with a call in progress and the customer requests interruption. The operator will then interrupt the call, advising the called party of the name of the calling party. One charge will apply for both verification and interruption.

No charge will apply when:

- 1) The calling party advises that the call is to or from an official public emergency agency; or
- 2) Under conditions other than the three South Dakota above. Busy Verification and Interrupt service is furnished where and to the extent that facilities permit. The Customer shall indemnify and hold the Company harmless against all claims that may arise from either party to the interrupted call or by person.

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.6 Directory Assistance

Customers and users of the Company's calling services (excluding Toll Free services) may obtain directory assistance in determining telephone numbers within the South Dakota by calling the Directory Assistance operator.

Call allowances are as stated below:

3.2.5.1 Business customers using directory assistance will receive 10 free calls per line or PBX trunk line per month.

3.2.5.1 Customers with Centrex main station lines will receive 10 free calls per equivalent number of PBX trunks. The number of equivalent PBX trunks is determined in accordance with the PBX Table below:

| Number of Main Station Lines | Equivalent PBX Trunks | Number of Main Station Lines | PBX Trunks |
|------------------------------|-----------------------|------------------------------|------------|
| 1 | 1 | 87-98 | 15 |
| 2 | 2 | 99-111 | 16 |
| 3 | 3 | 112-125 | 17 |
| 4-6 | 4 | 126-139 | 18 |
| 7-10 | 5 | 140-155 | 19 |
| 11-15 | 6 | 156-171 | 20 |
| 16-21 | 7 | 172-189 | 21 |
| 22-28 | 8 | 190-207 | 22 |
| 29-36 | 9 | 208-225 | 23 |
| 37-45 | 10 | 226-243 | 24 |
| 46-54 | 11 | 244-262 | 25 |
| 55-64 | 12 | 263-281 | 26 |
| 65-75 | 13 | 282-300 | 27 |
| 76-86 | 14 | * | * |

*each additional 18 main station lines or fraction thereof equal to one PBX trunk.

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TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.6 Directory Assistance (cont'd)

A credit will be given for calls to Directory Assistance when:

1. The Customer experiences poor transmission or is cut-off during the call,
2. The Customer is given an incorrect telephone number, or
3. The Customer inadvertently misdials an incorrect Directory Assistance NPA.

To receive a credit, the customer must notify the Company operator or Business Office of the problem experienced.

Exemptions:

1. The single-line main telephone exchange line of a handicapped user, as defined by the Federal Register, Vol. 35 #126, which has been registered with the Company will be exempt from Directory Assistance charges.
2. Directory Assistance attempts to telephone numbers which are non-listed or non-listed and non-published are exempt from the rate, and shall not be included in the ten call allowance.

3.2.7 Extended and Expanded Area Calling Services

Extended and Expanded Area Calling Service allows the Customer to make calls to foreign exchanges outside the Customer's Local Calling Area without paying intraLATA toll rates. The Customer is billed per call according to the duration of the call. WideVoice will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

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TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.8 Calling Features (cont'd)

Calling features such as caller identification, call forwarding, etc. are available.

3.2.8.1 Call Forwarding

Call Forwarding permits the Customer to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion.

3.2.8.2 Call Return

Call Return allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

3.2.8.3 Call Screen

Call Screen allows the Customer to automatically block incoming calls from up to ten customer pre-selected telephone numbers (including numbers from which a customer has just received a call). The list of numbers can be changed at any time. Callers whose numbers have been blocked will hear a recorded message and no usage charges will apply. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

3.2.8.4 Call Trace

Call Trace allows the Customer to dial a code to automatically request that the Utility record a caller's originating telephone number and the date and time of the call as well as the date and time of the Customer initiated trace. The information is stored by the Utility and disclosed only to a law enforcement agency for investigation purposes. The customer does not receive any information regarding the origination of the calls.

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.8 Calling Features (cont'd)

3.2.8.5 Call Waiting

Call Waiting permits the customer engaged in a call to receive a tone signal indicating a second call is waiting; and, by operation of the switchhook, to place the first call on hold and answer the waiting call. The Customer may alternate between the two calls by operation of the switchhook, but a three-way conference cannot be established.

3.2.8.6 Cancel Call Waiting (CCW)

Allows a customer to dial an activation code prior to making a call, and cancel the Call Waiting (CW) feature. CCW must be activated each time the customer wants CW canceled. Exception: Customers subscribing to a Custom Calling Service that provides "flash privileges" such as Three-Way Calling, can activate the CCW feature while an incoming or outgoing call is in progress.

3.2.8.7 Priority Ringing

Priority Ringing differentiates incoming calls from up to ten Customer pre-selected telephone numbers by signaling the customer with a distinctive ringing pattern. If the Customer subscribes to Call Waiting, a distinctive tone is heard for the selected set of numbers. The last incoming call can automatically be added to the list of pre-selected numbers.

3.2.8.9 Remote Call Forwarding

Remote Call Forwarding Service is an arrangement which includes the furnishing of a network address (seven or area code + seven digit telephone number) to an applicant or Customer, which permits call completion to another network address. The Remote Call Forwarding network address must be located in an exchange area.

TELECOMMUNICATIONS

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.8 Calling Features (cont'd)

3.2.8.10 Repeat Dialing

Repeat Dialing permits the Customer to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the customer with a distinctive ringing pattern when the busy number and the customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

3.2.8.11 Speed Calling

Speed Calling permits the customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight-code list or thirty-code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

3.2.8.12 Three-Way Calling

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

TELECOMMUNICATIONS

SECTION 4 – RATES

4.1 General

Installation, monthly recurring and per minute usage charges will apply to the Company's local exchange services. Monthly charges will be billed in arrears. An additional per-call operator service charge will apply for operator-assisted calling. These services are provided on a wholesale basis to WideVoice's customers for sale to their end users.

4.2 WideVoice Business Services

4.2.1 Business Flat Rate Exchange Line Service

This service entitles Customers' end user subscribers to an unlimited number of calls to all stations bearing the designation of central offices within the serving exchange and limited local calling area exchanges or locality rate areas as listed in filed tariffs of incumbent local exchange carriers. This service may be provided with or without the Company's long distance service.

| | | |
|---------|---------------------------------|-----------|
| 4.2.1.A | Monthly Charges | Per Month |
| | With WideVoice Long Distance | \$ 20.00 |
| | Without WideVoice Long Distance | \$ 35.00 |

4.2.2 Business Measured Rate Exchange Line Service - WideVoice Facilities

WideVoice will provide this service under an individual case base arrangement.

4.2.3 LATA-wide calling service

An optional offering that provides local calling from the subscriber home wire center to all exchanges within the end user subscriber's LATA as described in the relevant incumbent carrier's tariffs.

| | |
|-----------|--------|
| Per month | \$5.00 |
|-----------|--------|

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TELECOMMUNICATIONS

SECTION 4 – RATES (cont'd)

4.3 WideVoice Features Packages

Consists of a WideVoice Package as described above and the subscriber's choice of five calling features listed below:

Calling Features

1. Call Forward Busy Line
2. Call Forward Don't Answer
3. Call Forward Don't Answer Ring Control
4. Call Forward Variable
5. Flexible Call Forwarding
6. Call Waiting
7. Speed Calling 8
8. Speed Calling 30
9. Three way calling
10. Message Waiting Indicator- Audible
11. Message Waiting Indicator- Visual
12. Call Return
13. Call Block
14. Call Tracing
15. Repeat Dialing
16. Call Selector
17. Preferred Call Forwarding
18. Remote Access Call Forwarding
19. Three-way Calling with Transfer

4.3.1 Pricing

Per month

| | |
|---------------------------------|----------|
| With WideVoice Long Distance | \$ 5.00 |
| Without WideVoice Long Distance | \$ 10.00 |

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SECTION 4 – RATES (cont'd)

4.3 WideVoice Features Packages (cont'd)

4.3.2 A la Carte Option

The following calling features are available on an a la carte basis

| Calling Features | Monthly |
|--|---------|
| 1. Call Forward Busy Line | \$3.50 |
| 2. Customer Control of Call Forward Busy Line | \$6.70 |
| 3. Call Forward Don't Answer | \$3.50 |
| 4. Customer Control of Call Forward Don't Answer | \$6.30 |
| 5. Call Forward Don't Answer Ring Control | \$3.50 |
| 6. Call Forward Variable | \$4.00 |
| 7. Flexible Call Forwarding | \$8.90 |
| 8. Flexible Call Forwarding with Audio | \$9.90 |
| 9. Call Waiting | \$4.00 |
| 10. Speed Calling 8 | \$4.00 |
| 11. Speed Calling 30 | \$4.95 |
| 12. Three-way calling | \$4.00 |
| 13. Three-way calling per use | \$0.75 |
| 14. Anonymous Call Rejection (ACR) | \$4.00 |
| 15. Caller ID | \$8.15 |
| 16. Caller ID Deluxe w/ or wo/ ACR | \$9.00 |
| 17. Enhanced Caller ID w/ACR | \$14.25 |
| 18. Enhanced Caller ID w/Call Management and ACR | \$15.25 |
| 19. Enhanced Caller ID w/Call Management and ACR and Call Forwarding Don't Answer | \$14.25 |
| 20. Message Waiting Indicator | \$0.55 |
| 21. Message Waiting Indicator- Audible/Visual | \$0.55 |
| 22. Call Return | \$4.70 |
| 23. Call Return per use | \$0.75 |
| 24. Call Block | \$4.40 |
| 25. Call Tracing | \$4.95 |
| 26. Repeat Dialing | \$4.50 |
| 27. Repeat Dialing per use | \$0.75 |
| 28. Preferred Call Forwarding | \$4.50 |
| 29. Remote Access Call Forwarding | \$8.40 |
| 30. Three-way Calling with Transfer | \$5.40 |

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TELECOMMUNICATIONS

SECTION 4 – RATES (cont'd)

4.4 Installation Charges

4.4.1 Line Connection Charge

Applies per exchange access line or trunk

| | |
|-----------------|---------|
| First line | \$30.00 |
| Additional line | \$5.00 |

4.4.2 Line Change Charge

Applies per exchange access line or trunk

| | |
|-----------------|---------|
| First line | \$30.00 |
| Additional line | \$5.00 |

4.4.3 Secondary Service Charge

Applies per customer request

| | |
|------|--------|
| Each | \$1.00 |
|------|--------|

4.4.4 Premises Work Charge

| | |
|---|---------|
| First 15 minute increment | \$20.00 |
| Additional 15 minute increment or fraction thereof | \$10.00 |

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SECTION 4 – RATES (cont'd)

4.4 Installation Charges (cont'd)

4.4.5 Service Expedite Charge

Applies when the customer requests that service be provided in advance of the established service interval and the Company is able to comply.

Applicable per exchange, per customer request.

If the Company commits to an expedited service date and then fails to meet the commitment, the customer shall not be responsible for the Service Expedite Charge and the Company shall have no further liability to the customer for its failure to meet the commitment.

Nonrecurring Charge

| | |
|--|----------|
| Simple Business Service | \$ 10.00 |
| Lines or trunks requiring engineering design | \$100.00 |

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TELECOMMUNICATIONS

SECTION 4 – RATES (cont'd)

4.5 Directory Listings

Monthly Charge

| | |
|----------------------------------|--------|
| Private Listing | \$3.15 |
| Semi-private Listing | \$1.65 |
| Each additional listing-business | \$1.65 |
| Each additional 800 listing | \$1.65 |
| Alternate listing-residential | \$1.65 |
| Alternate listing-business | \$1.65 |
| Cross-reference listing-business | \$1.65 |

4.6 Operator-Assisted Services

4.6.1 Operator Charges (per call)

| | |
|---|--------|
| Person-to-person | \$4.90 |
| Station-to-station (Customer Dialed) | \$2.25 |

When more than one class of service is involved, only the higher surcharge is applicable.

4.6.2 Operator Dialed Surcharge

| | |
|--------------------------------------|--------|
| Operator Dialed Surcharge (per call) | \$0.80 |
|--------------------------------------|--------|

4.6.3 Busy Line Verify and Line Interrupt Service

Each request

| | |
|---|--------|
| Busy Line Verify Service | \$0.95 |
| Busy Line Verify and Line Interrupt Service | \$1.40 |

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SECTION 4 – RATES (cont'd)

4.6 Operator-Assisted Services (cont'd)

4.6.4 Directory Assistance

| | |
|--|--------------------|
| Within the originating line's local calling area | \$0.30/per request |
| Outside the originating line's local calling area and NPA | \$0.85/per request |
| Directory Assistance Service Charge | \$0.30/per call |
| Call Completion Service | \$0.30/per call |

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TELECOMMUNICATIONS

SECTION 5 - BILLING CONTENTS

5.1 WideVoice Billing Contents

WideVoice's customer bills contain the following information:

Name and address of Company

Address for Correspondence

Address for Remittance

Customer Service/Billing Inquiry toll-free telephone number

Name and address of Customer

Bill Date

All Account Numbers

Invoice Number

Summary of Charges

Detail of Charges

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TELECOMMUNICATIONS

SECTION 6 - SPECIAL SERVICE ARRANGEMENTS

6.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. WideVoice's rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

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