

**EXHIBIT**  
**RGF-2**

SERVICE AGREEMENT BY AND BETWEEN:  
NATIVE AMERICAN TELECOM – CROW CREEK  
AND  
FREE CONFERENCING CORPORATION

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This sets forth the terms of the Agreement (“Agreement”) made this 1st day of July, 2009 by and between Native American Telecom – Crow Creek, LLC (“NAT-CC”) a South Dakota Limited Liability Company and Free Conferencing Corporation (“FCC”) a Nevada Corporation. NAT-CC agrees to provide to FCC certain telecommunications services and other associated services (collectively “Service”), as described below, and FCC agrees to accept Service subject to the specific terms and charges set forth in this Agreement. In this Agreement, FCC and NAT-CC are referred to collectively as “the Parties” and individually as “a Party”.

**RECITALS**

**WHEREAS**, NAT-CC owns and operates a Competitive Local Exchange Carrier (“CLEC”) network that offers broadband and other wireless telecommunication services to Residents of the Crow Creek Indian Reservation, and to others that reside outside the exterior boundaries of the Crow Creek Indian Reservation.

**WHEREAS**, FCC is engaged in the business of providing audio conferencing and related telecommunications services.

**WHEREAS**, NAT-CC desires to contract with FCC to bring audio conferencing and related telecommunications traffic to the Crow Creek Indian Reservation in order to promote a telecommunications business model that is viable and self-sustaining and allows NAT-CC to operate a broadband wireless telecommunications network without the need for government aid or subsidies.

**NOW, THEREFORE**, for valuable consideration, including the promises, covenants, representations and warranties hereinafter set forth, the receipt and adequacy of which are hereby acknowledged, the parties intending to be legally and equitably bound, agree as follows:

1. **FCC Equipment.** NAT-CC shall arrange for the assignment to FCC of telephone numbers direct inward dial (DID's) in sufficient quantity for FCC to manage its incoming traffic, and shall arrange for FCC to co-locate, at FCC's expense, at NAT-CC's switch site, certain electronic computer equipment as identified on the attached "Exhibit A" and acceptable to NAT-CC, all in accordance with the terms of this Agreement. NAT-CC shall provide the required connectivity with Signaling System No.7 (SS7), including Automatic Number Identification (ANI) on all calls, and standard 19" telecommunications equipment racks at the switch location. In addition, NAT-CC shall provide a dedicated digital subscriber line (DSL) Internet connection with eight dedicated internet protocol (IP) addresses. FCC shall use the equipment installed at the site to provide telecommunication services to its customers. NAT-CC will not be held liable for damage to the equipment during the shipment (to or from NAT-CC site) or during installation of FCC's equipment. NAT-CC is responsible for full liability insurance on all of the equipment listed in Exhibit "A" that resides at NAT-CC locations. At the termination of this Agreement, FCC will, at FCC's sole cost and expense, remove the equipment from the Site and repair any damage caused by such removal. Shipping costs at all times are the sole responsibility of FCC.

2. **Confidentiality.** During the term of this Agreement and for a period of Three (3) Years thereafter, neither Party shall disclose any terms of this Agreement, including pricing or any other Confidential Information of the other Party. For purposes of this Agreement, the term "Confidential Information" shall mean information in written or other tangible form specifically labeled as such when disclosed by a Party. Any Confidential Information transmitted orally shall be identified as such at the time of its disclosure. All Confidential Information shall remain the property of the disclosing Party. A Party receiving Confidential Information shall: (I) use or reproduce such information only when necessary to perform this Agreement; (II) provide at least the same care to avoid disclosure or unauthorized use of such information as it provides to protect its own Confidential Information; (III) limit access to such Information to its employees or agents who need such Information to perform this Agreement; and (IV) return or destroy all such Information, including copies, after the need for it has expired, upon request of the disclosing Party, or upon termination of this Agreement. Notwithstanding the foregoing, neither party shall be deemed to be in breach of this Agreement if Confidential Information is disclosed pursuant to a valid order or subpoena issued by a court or other governmental agency, commission, or department, having competent jurisdiction over the Party or the Parties, or if the disclosure of such information is required for purposes of enforcing the opposite Party's obligations under this Agreement. **NAT-CC acknowledges herein that FCC's registered user and conference participant information, including but not limited to telephone numbers, names, addresses, email addresses, identification numbers, and any other user information, is and always will be considered FCC's Confidential Proprietary Information and is and always will be the exclusive property of FCC.**

3. **Term.** The initial term of this Agreement shall be for Three (3) Years from July 1st, 2009 through June 30th, 2012. After, this Agreement shall continue in full force and effect until canceled by either Party giving Sixty (60) Days written notice to the other

Party. Service will be discontinued the first business day of the third month after such notice of termination.

4. **Termination.** NAT-CC and FCC may mutually agree to terminate this Agreement at anytime without cause. NAT-CC or FCC may terminate this Agreement at any time for cause, without liability for such termination, upon Ninety (90) Days notice. "Cause" shall include, without limitation, any breach or violation of this Agreement by NAT-CC or FCC, any change in law, or regulation that may prohibit this contract. If any traffic is deemed "fraudulent" or "misrepresented" by the IXC, NAT-CC has the right to terminate that traffic immediately and will notify FCC of such termination. Furthermore upon termination of this Agreement NAT-CC shall have no liability to FCC for any damages arising from such termination, including but not limited to prospective profits or sales, commitments for advertising, or other materials, services or expenditures. Upon termination, NAT-CC will, at FCC's request, provide recorded messages (Referral Messages) on all FCC's DID's referring callers to FCC's new telephone number so as to minimize the possibility of losing future contact with FCC's callers. NAT-CC will maintain such referral messages for a minimum period of six (6) Months before being reassigned for other use.

5. **FCC Responsibilities.** FCC shall abide by all federal and state regulations and laws applicable to its services and operations and any regulatory authority or court in the exercise of its lawful jurisdiction. Unless otherwise required by law or regulation, in the event any service shall be alleged to violate state or federal law or regulations, NAT-CC may terminate this Agreement, if the alleged violation remains uncured for Fifteen (15) Days after notice to FCC and, upon such termination, NAT-CC shall have no liability and no further obligation to FCC except for payment to FCC for revenue already earned.

6. **Relationship of NAT-CC and FCC and FCC's Conference Participants.** FCC shall be NAT-CC's sole provider for all audio conferencing traffic. NAT-CC is prohibited from contacting, by any means or method, any of FCC's Conference Participants for any purpose. FCC is solely responsible for all products and services it provides to its Conference Participants.

FCC agrees to indemnify and hold harmless NAT-CC and its affiliates, as well as their respective officers, directors, employees and agents, from any and all claims by Conference Participants with respect to any of the services provided by FCC to Conference Participants except to the extent that a claim is the result of the gross negligence or willful misconduct of NAT-CC.

No Conference Participant or any other third party shall be considered a party to or beneficiary of this Agreement or have any claim under this Agreement against either NAT-CC or FCC.

7. **Conference Traffic.** FCC shall provide a minimum of 15,000,000 minutes per month of conferencing traffic within One Hundred and Eighty (180) Days from the first day of operation under this Agreement. For the 15,000,000 minute monthly guarantee, NAT-CC will grant FCC the exclusive right to locate and install equipment in its central offices for the purpose of providing audio conferencing and related telecommunications services to FCC's Registered Users and Conference Participants. Further NAT-CC agrees it will not grant access to its facilities without the express written permission of FCC, to any company or individual that would compete in a similar business with FCC, except that if FCC fails to render at least 12,000,000 minutes of traffic for sixty (60) consecutive days, then NAT-CC may, at its option, contract with other providers of telecommunications traffic in order to make up the difference in traffic up to a maximum of 15,000,000 minutes of total combined monthly traffic.

8. **Effect of Possible Changes in Tariffs.** This Agreement is subject to change, modification, or cancellation as may be required by any regulatory authority or court in the exercise of its lawful jurisdiction. Any and all service rendered hereunder by NAT-CC shall be subject to terms and conditions regarding possible changes to NAT-CC's tariffs, as such tariffs may from time to time be in effect and/or amended. To the extent applicable, NAT-CC's tariffs are hereby incorporated by reference in Exhibit B. In the event of substantial decrease in any of the switched access rates charged by NAT-CC, or in the event of switched access settlements retained by NAT-CC, then it is agreed that payment to FCC will decrease accordingly in direct proportion to the decrease in rates received by NAT-CC, as to be agreed to by the Parties. In the event that the Parties cannot agree to proposed changes, then either party has the option to terminate this Agreement with sixty (60) days notice to NAT-CC.

9. **Marketing Fee and Payment Terms.** NAT-CC shall pay FCC a marketing fee at a rate per minute of IXC traffic terminating on FCC's equipment in accordance with the schedule set forth on Exhibit B. This marketing fee is due and payable within thirty (30) days of NAT-CC's receiving payment from the IXC carriers. This fee will be disbursed when total accumulated payment is equal to or greater than \$1,000.00.

10. **Traffic Reporting.** NAT-CC will provide FCC with real time ANI and Dialed Number Identification Service (DNIS) to all FCC DID's. Additionally, NAT-CC shall provide monthly machine readable accounting reports (Excel spreadsheets or equivalent), reflecting traffic terminated on FCC's DID's which was billed to remitting IXC's. If telephone traffic billed to remitting IXC's by NAT-CC is less than 97% of traffic terminating on FCC equipment, as tabulated by FCC's equipment, FCC shall inform NAT-CC within ninety (90) days of receipt of the monthly accounting report and FCC and NAT-CC shall designate representatives to work together in good faith to audit any unbilled traffic and resolve any discrepancies identified.

11. **Traffic Forecasts.** All DID's primary rate interface (PRI) circuits and facilities requested by FCC are subject to initial and continued availability from NAT-CC. FCC shall give NAT-CC a forecast covering a good faith estimate of the monthly traffic volume and distribution by market for the ordered Services for the first One Hundred and Twenty (120) day period following the commencement of Service. During the term

of this Agreement, FCC shall continue to provide forecasts by market to NAT-CC as requested. If the traffic volume to be provided on the NAT-CC network by FCC is such that a delay in processing orders is required, NAT-CC shall have the right to temporarily delay order processing for such period of time as NAT-CC deems necessary. Both Parties agree to work together as required for circuit expansion on reasonable schedules.

**12. Force Majeure.** Neither Party shall be liable for any delay or failure in performance under this Agreement, other than for any delay or failure in an obligation to pay money, to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor, a decline in available conference minutes below the fifteen million (15,000,000) threshold subject to the cure being granted to NAT-CC as described in Section 7, or any other causes beyond their reasonable control. Any such delay or failure shall suspend this Agreement until the Force Majeure ceases, and the term shall be extended by the length of the suspension.

**13. Use of Name and Marks.** This Agreement confers no right to use the name, service marks, trademarks, copyrights, or patents of either Party except as expressly provided herein. Neither Party shall take any action, which would compromise the registered copyrights or service marks of the other.

**14. Independent Contractor Relationship.** Each Party agrees that it shall perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other. Neither Party nor any personnel furnished by such Party shall be deemed employees or agents of the other, or entitled to any benefits available under any plans for such other Party's employees. Each Party has and hereby retains the right to exercise full control over the employment, direction, compensation and discharge of all of its employees assisting in the performance of its obligations. Each Party shall be solely responsible for all matters relating to payment of employees including compliance with social security taxes, withholding taxes, and all other regulations governing such matters, and each Party shall be responsible for its own acts and those of its own subordinates, employees, agents, and subcontractors during the performance of such Party's obligations hereunder. This Agreement is solely an agreement for services to be provided by NAT-CC to FCC. By signing this Agreement the Parties do not create a partnership, a cooperative venture, or a joint venture of any kind or nature. Neither Party shall be liable for the debts or obligations of the other, nor shall a Party have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

**15. Assignment.** This Agreement may be transferred and assigned by either party with the consent of the other party, which consent shall not be unreasonably withheld. If this is done, all the terms and conditions of this Agreement shall continue to apply to such assignee, and Assignor shall have no further obligation or liability under this Agreement.

16. **Rules of Construction.** No rule of construction requiring interpretation against the draftsman shall apply in the interpretation of this Agreement.

17. **Modification of Agreement.** This Agreement, including its Exhibits, may only be amended, modified or supplemented by a separate written document duly executed by authorized representatives of both Parties.

18. **Waiver.** No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of, any subsequent breach or default.

19. **Partial Invalidity.** If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render this Agreement unenforceable, but rather this Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of this Agreement, the Parties shall promptly attempt to negotiate a substitute.

20. **Entire Agreement.** This Agreement, together with the attached Exhibits, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service.

21. **Governing Law.** Both parties agree that the laws of the State of California shall apply to any actions or claims arising out of or in relation to this agreement, without regard to conflict of California principles.

22. **NAT-CC Assumes Charges for Provision of Telecommunications Services to FCC.** In consideration for the covenants, representations, and warranties of FCC to NAT-CC contained in this Agreement and of the willingness of FCC to perform its obligations hereunder to the extent set forth herein, NAT-CC shall provide all telecommunications services utilized by FCC in connection with this Agreement without charge. This shall include both installation charges as well as monthly recurring charges (MRC). Such services shall include, but are not limited to, PRI's, co-location space, rack space, POTS lines (analog telephone circuits), DSL or other dedicated Internet access, referral message fees, electrical power, fire protection, generator and/or battery backup, DID's, labor of switch technicians as needed, switch programming as needed. NAT-CC shall have the right to change this Section to allow for payment for services if FCC traffic drops below 12,000,000 for 90 (ninety) consecutive days.

23. **No Third Party Beneficiaries.** Nothing contained in this Agreement, either expressed or implied, is intended to confer upon any other person any rights or remedies under, or by reason of, this Agreement except as expressly set forth herein.

24. **Notices.** All notices and communications under this Agreement shall be in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by facsimile transmission, addressed to the respective Party as set forth below, or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon receipt.

If to NAT-CC:

Company Name: Native American Telecom – Crow Creek
Address:
City/State/Zip:
Contact Name:
E-mail address:
Phone number:
Fax number:

If to FCC:

Company Name: Free Conferencing Corporation
Address: 110 W. Ocean Blvd., Ste. C
City/State/Zip: Long Beach, CA 90802
Contact Name: David Erickson
E-mail address: <a href="mailto:dave@freeconferencecall.com">dave@freeconferencecall.com</a>
Phone number: 877 482-5838
Fax number: 562 437-1422



Payment method:
Wire or Electronic payment information:

**Exhibit A – Equipment Itemized Descriptions**

Equipment to be co-located at NAT-CC site

Please include: Serial number, model number

Quantity	Equipment	Description

## **Exhibit B – Marketing Fee Schedule**

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<b><u>Minutes per Month</u></b>	<b><u>Rate per Minute</u></b>
0 – 15,000,000	(75% of Gross Tariff)
15,000,001- 25,000,000	(85% of Gross Tariff)
25,000,001 and above	(95% of Gross Tariff)

**Free Conferencing Corporation**

\_\_\_\_\_

Date: \_\_\_\_\_

David Erickson

**Native American Telecom – Crow Creek**

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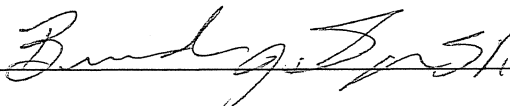
Date: \_\_\_\_\_

Gene DeJordy – Native American Telecom Enterprise

\_\_\_\_\_

Date: \_\_\_\_\_

Patrick Chicas - Wide Voice Communications

  
\_\_\_\_\_

Date: 4-30-09

Brandon Sazue – Crow Creek Sioux Tribe

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**Free Conferencing Corporation**

\_\_\_\_\_ Date: \_\_\_\_\_

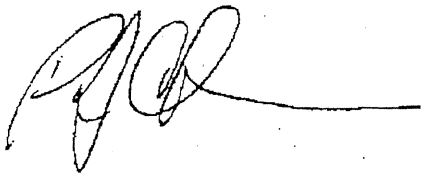
David Erickson

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**Native American Telecom – Crow Creek**

\_\_\_\_\_ Date: \_\_\_\_\_

Gene DeJordy – Native American Telecom Enterprise



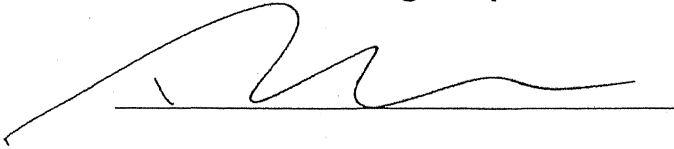
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Patrick Chicas - Wide Voice Communications

\_\_\_\_\_ Date: \_\_\_\_\_

Brandon Sazue – Crow Creek Sioux Tribe

**Free Conferencing Corporation**



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David Erickson

Date: 5/1/2009

**Native American Telecom – Crow Creek**

\_\_\_\_\_ Date: \_\_\_\_\_

Gene DeJordy – Native American Telecom Enterprise

\_\_\_\_\_ Date: \_\_\_\_\_

Patrick Chicas - Wide Voice Communications

\_\_\_\_\_ Date: \_\_\_\_\_

Brandon Sazue – Crow Creek Sioux Tribe

**Free Conferencing Corporation**

\_\_\_\_\_ Date: \_\_\_\_\_

David Erickson

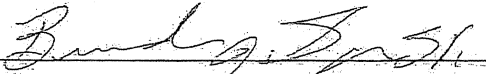
**Native American Telecom – Crow Creek**

\_\_\_\_\_ Date: \_\_\_\_\_

Gene DeJordy – Native American Telecom Enterprise

\_\_\_\_\_ Date: \_\_\_\_\_

Patrick Chicas - Wide Voice Communications

 \_\_\_\_\_ Date: 4-30-09

Brandon Sazue – Crow Creek Sioux Tribe

**Free Conferencing Corporation**

\_\_\_\_\_ Date: \_\_\_\_\_

David Erickson

**Native American Telecom – Crow Creek**



Date: MAY 1, 2009

Gene DeJordy – Native American Telecom Enterprise

\_\_\_\_\_ Date: \_\_\_\_\_

Patrick Chicas - Wide Voice Communications

\_\_\_\_\_ Date: \_\_\_\_\_

Brandon Sazue – Crow Creek Sioux Tribe