



KRISTOPHER E. TWOMEY
TELECOM/INTERNET LAW ■ REGULATORY CONSULTING

July 6, 2005

South Dakota Public Utilities Commission
State Capitol
500 East Capitol Street
Pierre, SD 57501-3809

RECEIVED

JUL 08 2005

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

Re: CommPartners, LLC

To Whom It May Concern:

Please find enclosed an original and ten (10) copies of CommPartners, LLC's application for a certificate of public convenience and necessity to provide facilities-based and resale local exchange and interexchange services throughout the state of South Dakota. Also enclosed is a check in the amount of \$250 for the filing fee. Please contact me at the California office with any questions.

Sincerely,

Kristopher E. Twomey
Counsel to CommPartners, LLC

cc: David Clark

Enclosures

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the Matter of the Application of)
CommPartners, LLC for a Certificate of)
Authority to Provide Facilities-Based and Resale Local)
Exchange and Interexchange Services in Eligible Areas)
Statewide)
_____)

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JUL 08 2005

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

**APPLICATION OF COMMPARTNERS, LLC FOR A CERTIFICATE OF PUBLIC
CONVENIENCE AND NECESSITY**

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1519 E. 14th Street, Suite A
San Leandro, CA 94577
Telephone: (510) 903-1304
Facsimile: (510) 868-8418

Counsel for CommPartners, LLC

BEFORE THE SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

In the Matter of the Application of)
CommPartners, LLC for a Certificate of)
Authority to Provide Facilities-Based and Resale Local)
Exchange and Interexchange Services in Eligible Areas)
Statewide)
_____)

**APPLICATION OF COMMPARTNERS, LLC FOR A
CERTIFICATE OF AUTHORITY**

Pursuant to South Dakota rules and regulations, specifically ARSD 20:10:24:02 and 20:10:32:03, and the Telecommunications Act of 1996, CommPartners, LLC (“CommPartners” or “Applicant”), hereby seeks, a Certificate of Authority to operate as a provider of facilities-based and resale local exchange telecommunications services in eligible interconnection areas in South Dakota, specifically Qwest’s incumbent local exchange areas, as well as authority to offer interexchange interLATA and intraLATA services statewide. In support of its Application, CommPartners provides the following information:

I. Proposed Services

CommPartners, LLC is in the process of building a state-of-the-art, proprietary Internet Protocol-based (“IP”) communications network for the provision of voice and data services with presence in all 50 states and the District of Columbia. The network is designed to connect public and private IP networks with the Public Switched Telephone Network (PSTN) and will extend into an estimated 8,500 local telephone rate centers representing a majority of the U.S. population when complete, estimated to be by late 2005. Applicant will provide the network needed for VoIP providers to originate and terminate IP-based communications, as well as allow for the termination of traditional circuit-switched telephone calls. The traffic to be carried over this network will be comprised of primarily information services traffic such as VoIP, as well as interstate, intrastate interLATA, intraLATA, and local traffic.

As one example, Applicant's affiliate CP Network Services, will use Applicant's network to carry its VoIP traffic. In addition, CP Network Services will bundle this network management with other needed services such as billing, provisioning, and customer support to provide a hosted VoIP application. This application will then be sold on a turn-key, unbranded basis to allow many different types of companies to market VoIP services. Among these wholesale customers will be: data integrators, Internet service providers, other VoIP providers, competitive local exchange carriers, long distance carriers, cable companies, and fiber to the home developers.

CP Network Services will offer these wholesale customers a comprehensive, affordable product suite with minimal investment requirements and low adoption risk. Applicant will also offer use of its network to other VoIP providers. Many of these providers are currently leasing networks in a piecemeal fashion and with limited geographical reach. Applicant will offer better services, at cheaper prices, and with greater geographical scope than is currently available. Essentially then, Applicant will serve as the network carrier and facilities management provider for its affiliate's wholesale customers, as well as for other VoIP providers' wholesale and retail customers.

Although most of the traffic carried over Applicant's network will be VoIP and subject to federal regulation,¹ Applicant acknowledges that the underlying network will be subject to regulation in so far as traditional traffic is terminated to the public switched telephone network ("PSTN"). In addition, this network will be created by entering into interconnection agreements with incumbent local exchange carriers ("ILECs") and connecting those ILEC networks to Applicant's points of presence in Las Vegas, Chicago, Atlanta, and New York. Services provided within South Dakota will be routed through Applicant's Chicago point of presence and connect to the network operations center located in Las Vegas, Nevada. In the event that South Dakota chooses to regulate part or all VoIP services provided to retail end users, Applicant will tariff those services accordingly and comply with all state rules and regulations applying thereto.

¹ As a result of the FCC's decision *In the Matter of Vonage Holdings Corporation Petition for Declaratory Ruling Concerning an Order of the Minnesota Public Utilities Commission*, Memorandum Opinion and Order, WC Docket No. 03-211, (November 12, 2004).

Applicant will be engaged in providing basic circuit-switched telephony on a small scale retail basis to large business customers. Applicant will maintain compliance with its duly filed tariffs for these services.

II. Form of Business

1. Name, Address, and Form of Business

CommPartners is organized as a Nevada Limited Liability Company. Its Operating Agreement and Certificate of Status issued by the Iowa Secretary of State stating that it is qualified to transact business in the State of South Dakota are attached as Exhibit A hereto. Its principal place of business is 3291 N. Buffalo Drive, Suite 3, Las Vegas, NV 89129-7437. Its principal telephone number is (702) 367-8647 and toll free number is (877) 297-0926. Its fax number is (702) 365-8647. CommPartners' registered agent in the state of South Dakota is CT Corporation System, 319 South Coteau Street, Pierre, South Dakota 57501. The federal tax employer identification number is 20-0564676.

2. Names and addresses of the ten common stockholders of applicant owning the greatest number of shares of common stock and the number of such shares owned by each, as follows:

Applicant recently completed a private placement stock offering raising an additional \$15 million in funding. Share ownership is listed on the following page containing information both prior to the offering and currently.

Outstanding Share Ownership

Name of Beneficial Owner	Number of Shares Beneficially Owned Before Offering	Number of Shares Beneficially Owned After Offering	Percentage Owned Before Offering	Percentage Owned After Offering	
				Minimum	Maximum
Hayden R. Fleming	4,550,001	6,998,644	44%	36%	32%
Maurice J. Gallagher, Jr., Director	2,333,333	3,818,895	23%	20%	18%
David S. Clark, President and Managing Board Member	1,000,000	1,000,000	10%	5%	5%
Patrick Chicas, Vice President, CTO and Managing Board Member	1,000,000	1,000,000	10%	5%	5%
James H. Thompson, Vice President and Chief Integration Officer	500,000	500,000	5%	3%	2%
Mitchell Allee, Vice President and Chief Systems Officer	732,558	732,558	7%	4%	3%
Jeffrey Hardesty, Managing Board Member	58,333	125,818	1%	1%	1%
Daniel A. Cartwright, Managing Board Member	58,333	58,333	1%	0%	0%
All directors and officers as a group (10 persons) shares owned	10,232,558	14,234,248			
Ownership %'s of Directors	99%		99%	74%	66%
Total Shares Outstanding	10,291,891		10,290,891	19,191,862	21,691,862

All shareholders can be contacted at Applicant's address.

3. Names and addresses of the officers and directors of applicant.

Name	Position
David S. Clark	President and Director
Patrick Chicas	Vice President & Chief Technology Officer and Director
James H. Thompson	Vice President & Chief Integration Officer
Mitchell H. Allee	Vice President & Chief Systems Officer
Mark Peterson	Vice President—Sales & Marketing
Mike Burke	Vice President—Operations
Maurice J. Gallagher, Jr.	Director
Daniel A. Cartwright	Director
Jeffrey Hardesty	Director

All officers and directors may be contacted at Applicant's address.

4. Names and addresses of subsidiaries owned or controlled by applicant.

CP Network Services, LLC, is an affiliated entity and is a provider a full suite of VoIP services including network management and operations support systems. Both Applicant and CP Network Services are member-managed by a sole member, CommPartners Holding Corporation.

5. Resumes

David S. Clark – President and Director. Since participating in Applicant's founding in June 2003, Mr. Clark has served as Applicant's President and a member of Applicant's board of directors. Mr. Clark has overall responsibility for strategic guidance, personnel, financing, sales and corporate development/administration. From May 1997 to January 2001, Mr. Clark was Senior Vice President, Sales & Marketing and Senior Vice President, Investor Relations for MGC/Mpower Communications. Mr. Clark's responsibilities included corporate sales and marketing development and implementation and a leading role in securing nearly \$1 billion in private equity, IPO, secondary equity and high yield debt financing. Mr. Clark was also the primary contact for investors and Wall Street funds and analysts at Mpower. From February 2001 to June 2001, Mr. Clark was the Chief Operating Officer for Wedding Referral Services (an

Internet services company) and from August of 2001 to July 2002, he was the President and Chief Executive Officer for Pinnacle Armor (a manufacturer of patented, advanced ballistic armor). Mr. Clark has been in the telecommunications industry since 1989 with companies spanning private pay telephone, inmate phone system and specialty satellite services. Mr. Clark was a civilian contractor to the British military in Bosnia and was responsible for the Welfare Phone Service (via satellite) provided to British troops serving under the United Nations peacekeeping mandate. Mr. Clark serves as a director of Antenna Technology Communications, Inc. in Chandler, Arizona, and holds a degree in Mass Communications from Texas Tech University. Mr. Clark resides in Las Vegas, Nevada.

Patrick Chicas – Vice President & Chief Technology Officer and Director. Since co-founding CommPartners in June 2003, Mr. Chicas has served as Applicant's Vice President and Chief Technology Officer and as a member of Applicant's board of directors. Mr. Chicas is responsible for the network architecture and topology, vendor selection, POP construction and all engineering aspects of the Company. From August 2000 to November 2003, Mr. Chicas was the president, co-Chairman and a member of the board at Rubicon Media Group, an Internet publishing concern. From March 1999 to August 2000, Mr. Chicas was the Vice President for Data Services at Mpower Communications. While at Mpower, Mr. Chicas designed the company's VoIP network for small business services. From January 1997 to September 1998, Mr. Chicas was the first executive hire and Vice President of Operations at Digital Island, Inc. Mr. Chicas has prior telecommunications experience with PacTel Cellular (now Verizon) and GTE Mobilnet (now Verizon), As an early participant in Internet-related businesses, Mr. Chicas was a co-founder of Hawaii Online's Internet Access Service. Hawaii Online was the first statewide ISP in Hawaii and was ultimately sold to GST Communications. Mr. Chicas also co-founded LJ.net, an ISP founded to serve rural communities in the western United States. Mr. Chicas resides in Las Vegas, Nevada.

James H. Thompson – Vice President & Chief Integration Officer. Mr. Thompson co-founded Applicant and has served as Applicant's Vice President and Chief Integration Officer since June 2003. From 1997 to May 2003, Mr. Thompson was an independent consultant for numerous ISPs and is a long time business associate of Mr. Chicas. Prior to 1997, Mr. Thompson was a co-founder of Hawaii Online and LJ.net Internet service providers with Mr.

Chicas. Mr. Thompson also spent nine years at VeriFone where he was responsible for the design of the communications infrastructure that has allowed VeriFone to become a leader in point-of-sale transactions. Mr. Thompson's earlier career experience included a posting as vice president of technology for Knight-Ridder's Viewtron service and various joint projects with AT&T Bell labs. Mr. Thompson currently serves as a board member of Royal Hawaiian Entertainment. Mr. Thompson holds a Bachelor of Science in Electrical Engineering from the University of Hawaii and lives in Honolulu, Hawaii.

Mitchell H. Allee – Vice President & Chief Systems Officer. Mr. Allee co-founded Applicant and has served as Vice President and Chief Systems Officer since June 2003. Mr. Allee is responsible for the integration of all network operating components with Applicant's back-office platform. Since 1985, Mr. Allee has served as the Chairman, CEO and COO of CMS Solutions Inc. CMS Solutions is a computer software consulting company specializing in custom design of on-time, real time, integrated operational business management control systems. At CMS Solutions, Mr. Allee is responsible for strategic planning, sales, support, technical direction and financial management and control. From 1997 to the present, Mr. Allee has also served as the co-Chairman and CEO of Allegiant Airlines, a charter and scheduled service carrier Mr. Allee founded. Mr. Allee authored the operating system for ValuJet, which pioneered the use of "ticketless" travel in the airline industry. Mr. Allee also developed the integrated back-office system used by Mpower Communications. Mr. Allee has a thorough and in-depth knowledge of telephone operating and billing back-office systems. Mr. Allee is a graduate of Louisiana State University and lives in Fresno, California.

Mark Peterson – Vice President, Sales and Marketing. Mr. Peterson joined Applicant as Vice President of Sales & Marketing in August 2004. From February 2002 to July 2004, Mr. Peterson was Vice President of Sale & Marketing for Allegiant Airlines, where he was responsible for marketing, sales, corporate communications and reservations functions. From January 2001 to January 2002, Mr. Peterson served as a consultant with Gallagher Equity Management, providing management services to invested companies. From February 1996 to October 2000, Mr. Peterson was the President for the Western Region of Mpower Communications. In this role, Mr. Peterson was responsible for the company's profit and loss, sales, marketing and operations in California and Nevada. Mr. Peterson holds a Bachelor of Arts

in Political Science from California State University, Chico. Mr. Peterson also attended the California Northern School of Law. Mr. Peterson lives in Fresno, California.

Mike Burke – Vice President, Operations. Mr. Burke has served as Vice President, Operations for Applicant since June 2004. Mr. Burke is responsible for the construction, deployment and operation of Applicant's network throughout the United States. From September 2003 to April 2004, Mr. Burke served as Regional Director at Amerisco E3 Energy Services. From January 2003 to August 2003, he served as the General Manager for E3 Energy Services (subsequently purchased by Amerisco). From December 2000 to January 2003, Mr. Burke was the Executive Director for Sierra Pacific Communications. In this role, Mr. Burke was responsible for the development and deployment of a state-wide fiber optic network in Nevada. From November 1996 to November 2000, Mr. Burke was a Vice President at MGC/Mpower Communications. At Mpower, Mr. Burke was in charge of network strategic planning and operations. Mr. Burke resides in Henderson, Nevada.

Maurice J. Gallagher, Jr. – Director. Mr. Gallagher is an initial investor and member of Applicant's board of directors. From September 2001 to the present, Mr. Gallagher has served as co-Chairman of Allegiant Airlines. In early 1996, Mr. Gallagher co-founded MGC Communications, Inc. (now Mpower Communications) one of the first competitive local exchange carriers after the advent of the Telecommunications Act of 1996. Mr. Gallagher has a long entrepreneurial history including co-founding ValuJet Airlines, BankServ and investing and providing senior management direction to companies that include telecommunications and Internet applications service provider companies. Mr. Gallagher is the principal of Gallagher Equity Management, a private equity firm located in Las Vegas, Nevada. Mr. Gallagher is a graduate of the University of California at Davis with a Bachelor of Arts in History and holds an MBA from the University of California at Berkeley. Mr. Gallagher resides in Las Vegas, Nevada.

Daniel A. Cartwright – Director. Since Applicant's inception in June 2003, Mr. Cartwright has served as a member of Applicant's board of directors. Mr. Cartwright also currently serves as Executive Vice President of Circle F Ventures, LLC, a venture capital firm, and has served in this capacity since 1996. Since February 1996, Mr. Cartwright has also been the Treasurer and

Chief Financial Officer of Fleming Securities. Mr. Cartwright serves on four boards of directors: Copper Star Bank, WEB Corp., Antenna Technology Communications, Inc. and Primetrica, Inc. Mr. Cartwright has extensive experience in the healthcare, cable, telecommunications and satellite industries. Mr. Cartwright has a Bachelor of Science degree in Accounting from Arizona State University and received his CPA license from the state of Texas. Mr. Cartwright lives in Tempe, Arizona.

Jeffrey Hardesty – Director. Since Applicant’s inception, Mr. Hardesty has served as a member of Applicant’s board of directors. From 1996 to the present, Mr. Hardesty has been the primary technology consultant for Circle F Ventures. In this role, Mr. Hardesty evaluates investment opportunities from an information system and core technology perspective. Since 1993, Mr. Hardesty has also served as the Chief Financial Officer and Chief Technology Officer for a crystal and oscillator business. From 1986 to the present, Mr. Hardesty has consulted for a wide range of business in the information systems industry. Mr. Hardesty holds a bachelors degree in accounting from Mesa State College and lives in Scottsdale, Arizona.

III. Telecommunication Service

1. The date on which applicant proposes to begin construction or anticipates it will begin to provide service.

Immediately upon approval of this application.

2. A written description of customer classes and customer service that the applicant proposes to offer to the public.

Applicant will primarily be providing network transit and associated operations support systems for VoIP traffic to wholesale customers. Applicant will provide some traditional circuit-switched interexchange long distance and local exchange services on a wholesale and retail basis as well. Applicant’s retail services will be focused on business customers. Applicant does not engage in multi-level marketing.

3. Applicant will provide customers with access to emergency services including enhanced 911, operator services, directory assistance, and telecommunications relay services.

IV. Service Territory

1. Service Areas within South Dakota

Applicant will be providing services in all areas served by incumbent local exchange carriers that are required by the Telecommunications Act of 1996 to interconnect their networks with competitive local exchange carriers. In South Dakota, that will include incumbent areas serviced by Qwest.

2. Status of Other Applications

CommPartners is in the process of seeking similar authority to provide telecommunications in every state and the District of Columbia. Currently, twenty-one states have approved CommPartners' applications; no state has denied a CommPartners' application. CommPartners is currently in good standing with all regulatory agencies in the states where it is certified to provide telecommunications services.

V. Network Plans

All services provided by Applicant will be facilities-based. These facilities will use existing structures and as such will not result in any environmental damage. To begin operations, Applicant initially installed one softswitch device at each of its switch centers located in Las Vegas, Chicago, New York and Atlanta. These switch centers are connected to Applicant's network operations center in Las Vegas. The total cost of these softswitches was approximately \$2.5 million. This will be sufficient to establish the national reach of Applicant's network. CommPartners expects to deploy additional softswitches as traffic volume increases in specific geographic areas. These additional investments are expected to incrementally reduce transport costs as the switches are placed closer to end-users' traffic.

CommPartners' network is a "hub-centric" topology consisting of CommPartners' switching centers located in Las Vegas, Chicago, Atlanta and New York. These switch centers are collocation points situated in highly sophisticated environments where large numbers of network providers meet for interconnection among their networks. At these locations, CommPartners has placed softswitch equipment, routers and border control devices.

CommPartners has entered into a one-year, renewable contract with Internap, a managed Internet aggregation company, to manage CommPartners' VoIP traffic that originates with non-dedicated broadband access. With the use of Internap's infrastructure connected independently at each of CommPartners' switching centers, CommPartners' data traffic is one step away from the strong majority of major Internet backbone carrier in the country. VoIP traffic initiated from end-users on CommPartners' network is carried from the Internet to CommPartners' nearest switch center in a prioritized fashion by Internap. Internap provides 100% up-time service level agreements and routes packets across the Internet in the least congested configuration available. With Internap's management of CommPartners' non-dedicated broadband access VoIP traffic, we seek to minimize time delays and quality erosion associated with moving IP traffic across the public Internet.

CommPartners' system is designed to route calls originating on CommPartners' network to the nearest switch site and transport them to the receiving party in the most efficient manner possible. Each of CommPartners' switching centers is connected to the PSTN by traditional voice transport circuits which we lease from telecommunications carriers. CommPartners' switch sites are interconnected by high capacity fiber links leased from telecommunications carriers, creating a controlled, high quality VoIP backbone providing favorable economics for the movement of VoIP calls across the US.

As CommPartners becomes approved as a competitive carrier in each state, CommPartners will lease traditional voice transport from each of CommPartners' switch sites to access tandem switch centers owned and operated by the incumbent local exchange carrier in each state. After CommPartners has access to these tandems, VoIP traffic can be terminated through the tandem to the local rate center (a local calling office owned and operated by the incumbent carrier), to other CLECs and to wireless carriers for delivery to the receiving party.

CommPartners believes that security and quality of service are critical factors to CommPartners' success. Thus, CommPartners has integrated border control devices into each of CommPartners' switch sites. These devices function as VoIP firewalls to protect the integrity of CommPartners' network from hackers. The combination of border control devices with managed Internet routing

is designed to yield maximum protection from unlawful intruders while providing a quality of service for VoIP traffic comparable to traditional telephone calls.

The actual call flow within CommPartners' network is summarized as follows: an end-user initiates the call as a data transmission. The call flows from the end-user's broadband provider to CommPartners' nearest switch and is then routed to CommPartners' switch that is closest to the called party. At the switch site nearest the called party, CommPartners determines whether the called party is also a VoIP user or a user of traditional voice services. If the called party is a VoIP user, CommPartners terminates the call as a data transmission over their broadband connection and never accesses the PSTN. However, if the called party is a traditional voice user, CommPartners converts the call into a traditional voice protocol and sends the call to the nearest RBOC/ILEC/CLEC or wireless carrier's local telephone switch that serves the called party.

CommPartners' network approach and design delivers superior capabilities, achieves the same geographic coverage and leverages the burgeoning market opportunity for a fraction of the infrastructure capital investment required of traditional voice networks. The structure of CommPartners' network also allows solutions for two pressing issues for the offering of VoIP – CALEA and emergency 911 services. CommPartners has contracted with a noted telecommunications solutions provider to develop a 911 application for VoIP. This partner currently provides 911 functionality to many carriers. This solution should be available in mid-2005. In the meantime, CommPartners will utilize standard E911 systems to provide emergency services to its wholesale customers.

VI. Financial Information

1. Current detailed balance sheets, including a detailed income and profit and loss statements of applicant reflecting current and prior year balances for the twelve months ended as of the date of the balance sheet, or if not readily available, for the period since the close of the preceding calendar year.

CommPartners enjoys significant access to capital. Applicant was initially funded in September 2003 with \$3 million to begin rolling out its operations. CommPartners has the financial backing of multiple sophisticated funding operations including Circle F Ventures and investor Maurice Gallagher. Applicant is already financially strong and independent. In February 2005, Applicant

closed a private placement offering shares to the public that earned Applicant an additional \$15 million. With this funding in place, Applicant's business plan is fully funded to expected break-even point. Exhibit B contains the most recent profit and loss statement and statement of operations. Applicant has the financial resources necessary to carry out its responsibilities as a provider of the telecommunications services described herein.

VII. Customer contacts

1. Contact information for the Applicant.

- a) The name, address, and telephone number and electronic mailing addresses (if available) of the person(s) responsible for consumer inquiries and complaints from the public.

David S. Clark
President
CommPartners, LLC
3291 N. Buffalo Drive, Ste. 8
Las Vegas, NV 89129-7437
Telephone: (702) 367-8647
Facsimile: (702) 365-8647
E-mail: dclark@commpartners.us

- b) A toll-free number for customer inquiries and complaints.

877 297-0926

- c) The name, number and electronic mailing addresses (if available) of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs.

David S. Clark
President
CommPartners, LLC
3291 N. Buffalo Drive, Ste. 8
Las Vegas, NV 89129-7437
Telephone: (702) 367-8647
Facsimile: (702) 365-8647
Email: dclark@commpartners.us

With a copy to:

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1519 E. 14th Street, Suite A
San Leandro, CA 94577

Telephone: (510) 903-1304
Facsimile: (510) 868-8418
Email: kris@lokt.net

d) questions regarding this Application

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1519 E. 14th Street, Suite A
San Leandro, CA 94577
Telephone: (510) 903-1304
Facsimile: (510) 868-8418
Email: kris@lokt.net

e) customer billing:

Applicant will bill on a monthly basis with full call detail information. The charges will be due within 15 calendar days.

f) deposit policy

Applicant will not require deposits from its customers.

g) switching service

Applicant will not engage in the unauthorized switching of local and/or interexchange service for consumers in South Dakota. To ensure this does not occur, Applicant requires a signed letter of authorization or third party verification from any prospective customer.

VIII. Interconnection Agreements

Statements of whether the applicant has initiated interconnection negotiations and, if so, when and with whom.

Applicant has already completed interconnection agreement negotiations with Qwest and has filed for approval by state commissions where CommPartners' competitive carrier applications have been approved. Qwest will file the agreement on CommPartners' behalf upon approval of this application.

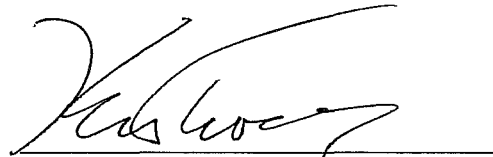
IX. Compliance with Commission Rules

1. Applicant has reviewed all Commission rules and agrees to comply with such rules as exist now and in the future.
2. Applicant has never received a complaint from any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider and/or the act of charging customers for services that have not been ordered;

WHEREFORE, CommPartners, LLC requests that the Commission:

- (a) Grant Applicant a Certificate of Authority to provide facilities-based and resale local exchange services in eligible incumbent local exchange carrier areas as well as authority to provide interexchange intraLATA and interLATA telecommunications services within Qwest exchanges in South Dakota;
- (b) Make the grant effective on the date of issuance;
- (c) Authorize the filing of tariffs after the effective date of such a grant; and
- (d) Grant such further relief as may be just and reasonable.

Respectfully submitted,



Kristopher E. Twomey
Counsel for CommPartners, LLC

APPLICATION OF COMMPARTNERS, LLC FOR A CERTIFICATE OF AUTHORITY
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
C	Tariffs

EXHIBIT A

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

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

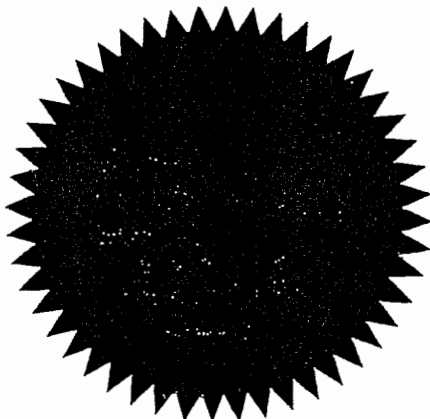
Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL002377

I, **Chris Nelson**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **COMMPARTNERS, LLC (NV)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, 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 for certificate of authority.

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 May 5, 2005.



Chris Nelson

Chris Nelson
Secretary of State



DEAN HELLER
 Secretary of State
 206 North Carson Street
 Carson City, Nevada 89701-4299
 (775) 684 6708
 Website: secretaryofstate.biz

FILED # LLC 20673-03

DEC 9 1 2003

IN THE OFFICE OF
Dean Heller
 DEAN HELLER, SECRETARY OF STATE

**Articles Of Organization
 Limited-Liability Company**
 (PURSUANT TO NRS 86)

Important: Read attached instructions before completing form.

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company	CommPartners, LLC			
2. Resident Agent Name and Street Address: <small>(must be a Nevada address where process may be served)</small>	David S. Clark Name 3291 N. Buffalo Drive, #8 Physical Street Address	Las Vegas City	NEVADA State	89129 Zip Code
	Additional Mailing Address	City	State	Zip Code
3. Dissolution Date: <small>(OPTIONAL-see instructions)</small>	Latest date upon which the company is to dissolve (if existence is not perpetual):			
4. Management: <small>(check one)</small>	Company shall be managed by <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Members			
Names, Addresses of Manager(s) or Members: <small>(attach additional pages as necessary)</small>	CommPartners HoldCo, LLC Name 3291 N. Buffalo Drive, #8 Address Las Vegas City Nevada State 89129 Zip Code Name Address City State Zip Code Name Address City State Zip Code			
5. Names, Addresses and Signatures of Organizers <small>(if more than one organizer attach additional pages)</small>	CommPartners HoldCo, LLC Name Signature <u><i>David S. Clark</i></u> 3291 N. Buffalo Drive, #8 Address Las Vegas City Nevada State 89129 Zip Code			
6. Certificate of Acceptance of Appointment of Resident Agent:	I hereby accept appointment as Resident Agent for the above named limited-liability company. <u><i>David S. Clark</i></u> Authorized Signature of R.A. or On Behalf of R.A. Company Date <u>12/5/03</u>			

This form must be accompanied by appropriate fees. See attached fee schedule.

EXHIBIT B

Financial Statements

CommPartners Holding Corporation
(Successor to CommPartners HoldCo, LLC)
Notes to Consolidated Financial Statements
Year Ended December 31, 2004 and the Period from June 5, 2003 (inception date of
the Company) to December 31, 2003

1. Summary of Business and Significant Accounting Policies

General

The consolidated financial statements included herein have been prepared by CommPartners Holding Corporation (the "Company" or "we") without audit by an independent accountant. Certain information and disclosures normally included in accordance with generally accepted accounting principles have been condensed or omitted. However, we believe that the disclosures are adequate so that the information presented is not misleading.

Year-end

The Company's fiscal year end is December 31.

Business

We consider ourselves to be an "IP-based communications company" and began selling voice over internet protocol ("VoIP") services in October 2004. We plan to sell other services related to IP-based communications.

CommPartners HoldCo LLC was formed as a Nevada limited liability company in June 2003. In December 2004, all of the assets and business of CommPartners HoldCo LLC were merged into CommPartners Holding Corporation, which is the successor corporation. We also conduct our business through the following subsidiaries:

CommPartners, LLC - this company will hold all CLEC certifications and purchase transport facilities under our interconnection agreements.

CommPartners Network Services, LLC - this company will market, sell and bill wholesale VoIP services to broadband service providers.

Principles of Consolidation

The consolidated financial statements include the accounts of us and our subsidiaries. All material intercompany accounts and transactions have been eliminated.

Property and Equipment

Property and equipment, which consists of computers, network equipment and furniture and fixtures, is stated at cost, less accumulated depreciation. Major improvements and renewals are capitalized, while ordinary maintenance and repairs are expensed. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, which range from three to seven years. Management reviews these assets on an ongoing basis to determine whether carrying values have been impaired.

2. Related Party Transactions

The controlling stockholders of our Company and their affiliates contributed \$5.8 million which became part of the Company's initial preferred stock offering, which totaled \$10.145 million and was completed in October 2004.

In the normal course of business, we lease our primary office space from an entity affiliated with one of our controlling stockholders. Rents paid for this office space were \$90,900 and \$2,600, respectively, in the nine month period ended September 30, 2004 and the 2003 fiscal year.

In 2003, we acquired a perpetual software license to the systems that will facilitate primarily all aspects of the business. The license was acquired from a company that is owned by one of our founding stockholders, who is also an officer. We paid 232,558 shares of our common stock, valued at \$100,000, for the license and pay \$60,000 annually for system maintenance.

3. Subsequent Event

The Company's placement agent is completing a private equity offering of preferred stock with a final closing date of February 15, 2005. The Company has already completed an initial closing on this offering in the amount of \$5.6 million in December 2004. The Company's placement agent is confident that it will close the second round of the Company's offering for at least an additional \$7 million and up to an additional \$10million.

CommPartners Holding Corporation
(Successor to CommPartners HoldCo, LLC)
Consolidated Balance Sheets
As of December 31, 2004 and 2003

	12/31/2004	12/31/2003
ASSETS		
Current assets		
Cash	\$ 9,817,233	\$ 1,050,439
Accounts receivable		
Inventory	10,920	-
Prepaid expenses	99,213	-
Deposits	53,040	3,040
Notes receivable		
Total current assets	9,980,407	1,053,479
Fixed assets		
Computers and equipment	2,948,061	735,507
Software licenses	778,236	2,105
Furniture and fixtures	12,646	-
Leasehold improvements		
accumulated depreciation	(108,517)	(1,880)
Total fixed assets	3,630,424	735,733
Total assets	\$ 13,610,831	\$ 1,789,212
LIABILITIES		
Current liabilities		
Accounts payable	396,891	386,909
Notes payable ST		
Maturities of long-term debt		
Accrued Liabilities	1,228,995	38
Total current liabilities	1,625,886	386,947
Total liabilities	1,625,886	386,947
EQUITY		
Common stock	10,058	6,733
Additional paid-in capital - common stock	3,096,942	1,593,267
Preferred stock	11,182,876	-
Accumulated deficit	(203,030)	-
Loss for current period	(2,101,901)	(203,030)
Total equity	11,984,946	1,396,970
Total liabilities & equity	\$ 13,610,831	\$ 1,783,917

The accompanying notes are an integral part of these financial statements.

CommPartners Holding Corporation
(Successor to CommPartners HoldCo, LLC)
Statements of Operations
From the Period June 5, 2004 (date of inception) to December 31, 2003
and the Year Ended December 31, 2004

	For the Year Ended 12/31/04	From June 5, 2003 (date of inception) to 12/31/2003
Revenues	\$ 58,300	
Direct costs:		
Personnel	456,587	33,116
Network and infrastructure	359,815	44,182
Telco and access fees	230,310	
Depreciation and amortization	106,468	1,558
Other		
Total direct costs	1,153,179	78,856
Gross margin		
Sales and marketing	180,983	3,679
General and administrative	770,242	120,495
Total S, G & A costs	951,225	124,174
Interest expense	55,797	
Operating loss	\$ 2,101,901	\$ 203,030

The accompanying notes are an integral part of these financial statements.

EXHIBIT C
DRAFT TARIFFS

COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

TITLE PAGE OF SOUTH DAKOTA LOCAL EXCHANGE SERVICES TARIFF
OF COMMPARTNERS, LLC

TARIFF No. 1

This tariff, filed with the South Dakota Public Service Commission, contains the rates, terms, and conditions applicable to Local Exchange Services provided within the State of South Dakota offered by COMMPARTNERS, LLC.

Issued:

Effective:

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
Las Vegas, NV 89129

TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

CHECK SHEET

Sheets 1 through 32, 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 LEVEL</u>
Title	Original*
1	Original*
2	Original*
3	Original*
4	Original*
5	Original*
6	Original*
7	Original*
8	Original*
9	Original*
10	Original*
11	Original*
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29	Original*
30	Original*
31	Original*
32	Original*

Issued:

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

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.

TABLE OF CONTENTS

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

APPLICATION OF TARIFF- This tariff contains the regulations and rates applicable to the provision of local exchange service by COMMPARTNERS, LLC within the state of South Dakota and subject to the jurisdiction of the South Dakota Public Service Commission.

Issued:

Effective:

By: David Clark
President
COMMPARTNERS, LLC
3291 North Buffalo Drive, Suite 8
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TELECOMMUNICATIONS SERVICES
 TARIFF NO. 1

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a COMMPARTNERS, LLC Company switching center or point of presence.

COMMPARTNERS, LLC- Used throughout this tariff to mean COMMPARTNERS, LLC unless clearly indicated otherwise by the text.

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 "CommPartners" refers to COMMPARTNERS, LLC unless otherwise specified or clearly indicated by the context.

Commission - South Dakota Public Service 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.

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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

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

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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of COMPARTNERS, LLC

CommPartners' services offered pursuant to this Tariff are furnished for Local Exchange Service among specified points within a Local Calling Area. CommPartners may offer these services over its own, over resold facilities, or a combination thereof. CommPartners installs, operates, and maintains the communications services provided herein under in accordance with the terms and conditions set forth under this tariff. CommPartners 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 CommPartners 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 CommPartners 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 CommPartners 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.

2.3 Use

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

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.4 Liabilities of the Company

2.4.1 CommPartners' 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, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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.

2.4.3 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 SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.5 Deposits

2.5.1 The Company does not normally collect deposits from Customers. However, deposits may be required from Wholesale Customers whose credit history is unacceptable or unavailable. Deposits are collected in accordance with the rules of the Commission.

2.6 Advance Payments

CommPartners does not require deposits from customers. CommPartners does reserve the right to do so for less credit-worthy customers.

Recurring Charges: For Customers from whom the Company feels an advance payment is necessary, CommPartners reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

Non-Recurring Charges: CommPartners reserves the right to require pre-payment of non-recurring charges in such amount as may be deemed necessary by the Company. In addition, where special construction is involved, advance payment of the quoted construction charges may be required at the time of application for service.

2.7 Taxes

All South Dakota and local taxes (including but not limited to franchise fees, excise tax, sales tax, 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 Telephone. 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, 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 SERVICES
TARIFF NO. 1

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.

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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

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 CommPartners. 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 Service Commission. CommPartners' billing invoices will be considered correct and binding upon the Customer if no written notice is received from the Customer within thirty (30) 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 Service Commission for final resolution.

2.11 Late Payment Charge

CommPartners 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.

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 CommPartners 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 CommPartners' 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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company

CommPartners may refuse or discontinue service under the following conditions provided that, unless otherwise South Dakotad, the Customer shall be given proper notification in accordance with 807 KAR 5-OC6 Section 14 to comply with any rule or remedy any deficiency:

- 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 CommPartners or its agents for the purpose of inspection and maintenance of equipment owned by CommPartners or agents.
- 2.14.4 For noncompliance with or violation of Commission regulation or CommPartners' 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.
- 2.14.6 Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect CommPartners' 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 CommPartners 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, CommPartners 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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.14 Refusal or Discontinuance by Company (cont'd)

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.

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 SERVICES
TARIFF NO. 1

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 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.

2.22 Operator Service Rules

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

2.23 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.

2.24 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. CommPartners should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

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.

Issued:

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

2.25 Directory Listings (cont'd)

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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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

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.

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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 2 - RULES AND REGULATIONS (cont'd)

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

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 of 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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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Local Service Areas

CommPartners 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 CommPartners' 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 CommPartners Residential Services

CommPartners' Residential Services are offered for local calling using the facilities of CommPartners and/or those of other authorized Local Exchange Carriers. CommPartners' Residential Services are offered to phones used exclusively for home use, no home office or other business use is allowed. CommPartners reserves the right to terminate service to any customer subscribing to residential service for a business purpose.

3.2.3 CommPartners Business Services

CommPartners' Business Services are offered for local calling using the facilities of CommPartners and/or those of other authorized Local Exchange Carriers. CommPartners' 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.

If a Subscriber's service changes from business service to residential service, the telephone number will normally be changed. Reference of calls will not normally be provided regardless of how long existing directories will remain in effect. Changes from residential to business service may be made without change in telephone number, if the subscriber so desires.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

3.2.4 Directory Listings

For each Customer of CommPartners' 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.

3.2.5 Operator-Assisted Services

Operator-assisted services are provided to Business and Residential 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 CommPartners' 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 Dakotad 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 CommPartners 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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

3.2 Product Descriptions (cont'd)

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.

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 Dakotas 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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

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 business and residential 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 Residential customers are entitled to one call per month.
- 3.2.5.2 Business customers using directory assistance will receive 10 free calls per line or PBX trunk line per month.
- 3.2.5.3 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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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. Residential Customers are exempt from Directory Assistance charges.
2. 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.
3. 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. CommPartners will mirror all existing extended and expanded calling areas the ILEC currently has in place for facilities-based or resold services.

3.2.8 Calling Features

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.

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TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

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.

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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

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.

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.

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TARIFF NO. 1

SECTION 3 - DESCRIPTION OF SERVICE (cont'd)

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.

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES

4.1 General

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

4.2 CommPartners Residential Services

4.2.1 Residential Flat Rate Exchange Line Service

This service entitles subscribers to an unlimited number of messages 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 CommPartners Long Distance	\$ 15.00
Without CommPartners Long Distance	\$ 35.00

4.2.2 Residential Measured Rate Exchange Line Service

CommPartners 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	USOC R2K2K
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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.3 CommPartners Business Services

4.3.1 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.

4.3.1.A	Monthly Charges		Per Month
	With CommPartners Long Distance		\$ 20.00
	Without CommPartners Long Distance		\$ 35.00

4.3.2 Business Measured Rate Exchange Line Service - CommPartners Facilities

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

4.3.3 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	USOC R2K2K
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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.4 CommPartners Features Package

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

Calling Features	USOC
1. Call Forward Busy Line	GCE
2. Call Forward Don't Answer	G CJ
3. Call Forward Don't Answer Ring Control	GCJRC
4. Call Forward Variable	ESM
5. Flexible Call Forwarding	FCS
6. Call Waiting	ESX
7. Speed Calling 8	ESL
8. Speed Calling 30	ESF
9. Three way calling	ESC
10. Message Waiting Indicator- Audible	MWW
11. Message Waiting Indicator- Visual	MWWAV
12. Call Return	NSS
13. Call Block	NSY
14. Call Tracing	NST
15. Repeat Dialing	NSQ
16. Call Selector	NSK
17. Preferred Call Forwarding	NCE
18. Remote Access Call Forwarding	GCZ
19. Three way Calling with Transfer	ESCWT

4.4.1 Pricing

	Per month	USOC
with CommPartners Long Distance Service	\$5.00	BC1
without CommPartners Long Distance Service	\$10.00	BC2

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TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.4.2 A la Carte Option

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

Calling Features	Monthly	USOC
	Resid.	Bus.
1. Call Forward Busy Line	\$0.90	\$3.50 GCE
2. Customer Control of Call Forward Busy Line	\$2.70	\$6.70 GJP
3. Call Forward Don't Answer	\$0.90	\$3.50 GCJ
4. Customer Control of Call Forward Don't Answer	\$2.70	\$6.30 GJC
5. Call Forward Don't Answer Ring Control	\$0.90	\$3.50 GCJRC
6. Call Forward Variable	\$3.25	\$4.00 ESM
7. Flexible Call Forwarding	\$4.50	\$8.90 FCS
8. Flexible Call Forwarding with Audio	\$6.30	\$9.90 FCSCN
9. Flexible Call Forwarding Plus	\$6.30	N/A FCP
10. Flexible Call Forwarding Plus with Audio	\$8.10	N/A FCPCN
11. Call Waiting	\$3.30	\$4.00 ESX
12. Speed Calling 8	\$3.30	\$4.00 ESL
13. Speed Calling 30	\$3.70	\$4.95 ESF
14. Three-way calling	\$3.25	\$4.00 ESC
15. Three-way calling per use	\$0.75	\$0.75 N/A
16. Call Waiting Deluxe	\$5.40	N/A ESXD+
17. Anonymous Call Rejection (ACR)	\$3.00	\$4.00 HBY
18. Caller ID	\$6.30	\$8.15 NSD
19. Caller ID Deluxe w/ ACR	\$6.75	\$9.00 NXMCR
20. Caller ID Deluxe w/o ACR	\$6.75	\$9.00 NXMMN
21. Enhanced Caller ID w/ACR	N/A	\$14.35 NXECR
22. Enhanced Caller ID w/Call Management and ACR	N/A	\$15.25 N1ACR
23. Enhanced Caller ID w/Call Management and ACR and Call Forwarding Don't Answer	N/A	\$14.35 NCACR
24. Message Waiting Indicator	\$0.45	\$0.55 MWW
25. Message Waiting Indicator- Audible/Visual	\$0.45	\$0.55 MWWAV
26. Call Return	\$4.00	\$4.70 NSS
27. Call Return per use	\$0.75	\$0.75 N/A
28. Call Block	\$3.80	\$4.40 NSY
29. Call Tracing	\$3.80	\$4.95 NST
30. Repeat Dialing	\$3.80	\$4.50 NSQ
31. Repeat Dialing per use	\$0.75	\$0.75 N/A
32. Busy Connect per use	\$0.75	\$0.75 N/A
33. Call Selector	\$3.80	\$4.50 NSK
34. Preferred Call Forwarding	\$3.80	\$4.50 NCE
35. Remote Access Call Forwarding	\$5.40	\$8.40 GCZ
36. Three way Calling with Transfer	\$4.50	\$5.40 ESCWT
37. Touch-Tone (business only, residential free)		\$2.70 TTB

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.5 Installation Charges

4.5.1 Line Connection Charge

Applies per exchange access line or trunk.

	Residential	Business
First line	\$20.00	\$30.00
Additional line	\$5.00	\$5.00

4.5.2 Line Change Charge

Applies per exchange access line or trunk.

	Residential	Business
First line	\$20.00	\$30.00
Additional line	\$5.00	\$5.00

4.5.3 Secondary Service Charge

Applies per customer request.

	Residential	Business
Each	\$1.00	\$1.00

4.5.4 Premises Work Charge

	Residential	Business
First 15 minute increment	\$30.00	\$20.00
Additional 15 minute increment	\$10.00	\$10.00
Or fraction thereof		

4.5.5 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	USOC
Simple Residence Service	\$10.00	EOD
Simple Business Service	\$10.00	EOD
Lines or trunks requiring engineering design	\$100.00	EODPX

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TELECOMMUNICATIONS SERVICES
TARIFF NO. 1

SECTION 4 - RATES (cont'd)

4.6 Directory Listings

	Monthly Charge	USOC
Private Listing	\$3.15	NPU
Semi-private Listing	\$1.65	NLT
Each additional listing-residential	\$1.10	RLT
Each additional listing-business	\$1.65	CLT
Each additional 800 listing	\$1.65	SZS
Alternate listing-residential	\$1.65	NAB
Alternate listing-business	\$1.65	FNA
Cross-reference listing-residential	\$1.10	LRT
Cross-reference listing-business	\$1.65	LLT

4.7 Operator-Assisted Services

4.7.1 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.

4.7.2 Operator Dialed Surcharge

Operator Dialed Surcharge (per call)	\$0.80
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4.7.3 Busy Line Verify and Line Interrupt Service

	<u>Each request</u>
Busy Line Verify Service	\$0.95
Busy Line Verify and Line Interrupt Service	\$1.40

4.7.4 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 SERVICES
TARIFF NO. 1

SECTION 5 - BILLING CONTENTS

5.1 CommPartners Billing Contents

CommPartners' 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 SERVICES
TARIFF NO. 1

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. CommPartners' 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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Effective:

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REGULATIONS AND SCHEDULE OF CHARGES

APPLICABLE TO INTRASTATE INTEREXCHANGE SWITCHED SERVICES

FURNISHED BY

COMMPARTNERS, LLC

This Tariff contains the rates, terms and conditions applicable to switched intrastate interexchange services offered by CommPartners, LLC of Las Vegas, Nevada within the State of South Dakota. The provisions of this tariff apply only to the intrastate interexchange services described in this tariff.

The services described in this tariff may be provided by any means of wire, terrestrial communications systems, satellite, microwave, and other transmission systems, or any combination thereof.

ISSUED:

EFFECTIVE:

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President
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CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Revised pages as named below contain all changes from the original Tariff that are in effect on the date shown on each page.

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TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added.

- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the Original Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.

- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 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 tariff filing is made with the Commission an updated check sheet accompanies the filing. The check sheet lists the pages contained in the tariff, 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 shall be no other symbols used on this page if these are the only changes made to it. The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify an increase.
- (M) To signify matter relocated without change.
- (N) To signify new rate or regulation.
- (R) To signify reduction.
- (S) To signify reissued matter.
- To signify change in text but no change in rate or regulation.
- (Z) To signify a correction.

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APPLICATION OF TARIFF

This Tariff is available for public inspection during normal business hours at the main office of CommPartners, LLC, located at 3291 N. Buffalo Drive, Suite 8, Las Vegas, NV 89129.

This Tariff contains the rates, terms and conditions of service applicable to the furnishing of the within described intrastate interexchange services by CommPartners, LLC. This Tariff applies to switched interexchange services offered by CommPartners, LLC to the general public, which, for purposes of this Tariff, consist of casual calling customers and other providers of Telecommunications Services or Information Services (Reseller Customers) for resale, and which are subject to regulation by the Commission. These services are provided in conjunction with the Company's interstate telecommunications services originating or terminating within the state. This Tariff does not apply to the within described services which are provided by CommPartners, LLC:

- (a) to other providers of Telecommunications Services or Information Services pursuant to any contractual arrangements that have been or are entered into on an Individual Case Basis pursuant to Section 2.1.7;
- (b) pursuant to other CommPartners, LLC tariffs unless specifically stated therein;
- (c) to affiliates of the Company; and
- (d) on an interstate or international basis.

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SECTION 1 - TERMS AND ABBREVIATIONS

Access Line - A facility arrangement which connects Customer's location to Company's POP.

Access Service Request (ASR) - An order placed with a Local Access Provider for Local Access.

Account Code - A series of digits entered by End User to associate a call with a particular department, cost center, or Customer. A non-verified Account Code shall be accepted if it contains the proper number of digits. A verified Account Code shall only be accepted if it can be matched with a number on the list of valid Account Codes provided by End User.

Alternative Access - A form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service.

Ancillary Charges - Charges for supplementary Services as set forth in this Tariff which may consist of both nonrecurring and monthly recurring charges.

Authorization Code - A numerical code, one or more of which are available to Customer's End Users to enable them to access Company's network, and which are used by Company both to prevent unauthorized access to its facilities and to identify End Users for billing purposes.

Available/Availability - Condition in which Company has the facilities necessary to provide Service and such facilities are not already committed to other parties or other Customers and are accessible for Service to Customer, as determined by the Company, in its sole discretion.

Casual Calling - Access to Company's network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format of 101XXXX, where the four (4) digits represented by the "X" are the unique Carrier Identification Code (CIC) assigned to Company.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Channel(s) or Circuit(s) - A communications path between two or more points.

Collect Call – A billing arrangement which bills the charge for a long distance call to the called station's telephone number. The person agreeing to accept the call is responsible for all charges related to the call.

Commission - The South Dakota Public Service Commission ("Commision").

Conversation Minutes - For billing purposes calls are billed based on Conversation Minutes, which begin when the called party answers, as determined by answer supervision, and end when either party disconnects.

Company or Carrier - CommPartners, LLC unless otherwise clearly indicated by the context.

Customer – The natural person or legal entity which orders Service and is therefore responsible for the payment of charges due as a result of using the Service and for compliance with the Company's tariff. The Customer may be a certified reseller of telecommunications services who, under the terms of a Service Agreement, orders or uses Service and is therefore responsible for the payment of charges due and for compliance with Carrier's tariff regulations.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Day - From 8 AM up to but not including 5 PM, Monday through Friday.

Dialed Number Information Service (DNIS) - A service option of Toll Free Service under which Company electronically transmits to Customer (or to an End User of Customer) the telephone number of the party calling Customer or its End User.

Due Date - The date on which payment is due as indicated on Company's invoice to Customer.

End User – The natural person or legal entity which either; (1) orders service through a certified Reseller Customer or (2) uses the Company's Casual Calling service directly as a Customer through dialing the Company's designated access code or other access number.

FCC - Federal Communications Commission.

Individual Case Basis (ICB) - Determinations involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

Information Services – The term “Information Services” has the same meaning as contained in 47 U.S.C. § 153(20), as interpreted by the FCC and federal courts.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Installation - Establishment of Service.

Interexchange Service - Service provided to a Customer over a Channel or Circuit between a Company designated POP in one exchange and a Company designated POP in another exchange.

LATA (Local Access Transport Area) - A geographical area established for the provision and administration of communications Service, as provided for in the Modification of Final Judgement (MFJ), the consent decree between GTE Corporation and the Department of Justice, and any further modifications thereto.

Local Access - The portion of the Service between a customer premise and a Company designated POP.

Local Access Provider - An entity providing Local Access.

Local Exchange Carrier (LEC) - The local telephone utility that provides exchange telephone services.

N/A - Not applicable.

N/C - No charge.

Non-Day - All hours other than those included in the Day rate period.

Nonrecurring Charge - One-time charge relevant to Service.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

On-Net - A Circuit traversing the CommPartners network, both end points of which originate and terminate at a CommPartners' designated POP.

Off-Net - A circuit that is not On-Net.

POP (Point of Presence) - A Company designated location where a facility is maintained for the purpose of providing access to the Company's Services by Customer and/or its End Users.

Reseller - A Customer which purchases Service from the Company through a Service Agreement and resells service to its own End Users. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in the State before it can Resell Services to its End Users.

Service - CommPartners' Interexchange Services as described in this Tariff as modified from time to time.

Service Commitment Period - The period selected by the Customer, agreed to by Company and stated on the relevant Service Agreement, during which Company will provide and Customer will accept and pay for the Service described therein.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)

Service Agreement - An agreement between Carrier and Customer which, subject to the terms and conditions of this tariff, defines the relationship between Carrier and Customer.

Service Area - The geographic area in which Customer or its End Users may access and use Service.

Tariff - The Company's South Dakota Intrastate Tariff No. 2, and effective revisions thereto filed by the Company with the Commission.

Telecommunications Service - The term "Telecommunications Service" has the same meaning as contained in 47 U.S.C. § 153(46), as interpreted by the FCC and federal courts.

Term - Service Commitment Period.

United States - For purposes of this tariff the term "United States" includes the Mainland United States of America, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Guam, and the Commonwealth of the Northern Mariana Islands (CNMI).

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SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of Company and Limitations of Services**

- 2.1.1** The Company undertakes to furnish Service pursuant to the terms of this Tariff for the transmission of information originating and terminating within the State. Service under this Tariff is offered only to Company's Reseller Customers, except that, due to the nature of Services provided, End Users may access Company's Casual Calling Service. Company reserves the right to deny Service: (i) to any Customer that, in Company's reasonable opinion, presents an undue risk of nonpayment; (ii) in circumstances in which Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service; or (iii) if, in Company's sole opinion, insufficient facilities or equipment are Available to provide the Service.
- 2.1.2** The provision of Service shall not create a partnership or joint venture between the Company and Customer nor result in joint service offerings to their respective customers or End-Users.
- 2.1.3** Company owns or operates transmission facilities within the State and/or resells telecommunications services provided by other carriers. Notwithstanding the resale of telecommunications services provided by other carriers, Customer shall be considered a customer of Company, and not a customer of any other carrier.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of Company and Limitations of Services (cont'd)

- 2.1.4** Carrier may, when authorized by Customer, act as Customer's agent for ordering dedicated Access Lines or facilities provided by other carriers to allow connection of specified locations of Customer and/or its End Users to the network of Carrier. Customer shall be responsible for all charges due for such service arrangements.
- 2.1.5** Service is offered subject to the availability of the necessary facilities and subject to the provisions of this Tariff.
- 2.1.6** Service is provided under the terms and conditions of an applicable Service Agreement and this Tariff; and is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.7** To the extent that any conflict arises between the terms and conditions of a Service Agreement and the terms and conditions of this Tariff, the Tariff shall prevail, except such terms and conditions in a Service Agreement that are expressly set forth therein as ICB terms or conditions, in which case such ICB terms and conditions shall prevail.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of Company and Limitations of Services (cont'd)**

- 2.1.8** Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer or an End User is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment by Customer.
- 2.1.9** Service provided under this Tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the prior written consent of Carrier. Such transfer or assignment shall only apply where there is no interruption in the use or location of Service, and all regulations and conditions contained in this Tariff as well as all conditions for Service, shall apply to all such permitted assignees or transferees.
- 2.1.10** The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.1.11** Service furnished by CommPartners may be connected with the services or facilities of other carriers. Customer is responsible for all charges billed by other carriers in connection with the use of Service. Any special equipment or facilities necessary to achieve compatibility between carriers are the sole responsibility of Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.2 Resale of Company Services**

- 2.2.1** In addition to the other provisions in this Tariff, a Customer reselling Service shall be responsible for all interaction and interface with its own subscribers or customers. The reselling of Service by a Customer or reselling of Service with enhancements provided by Customer shall not create a partnership or joint venture between Company and Customer nor result in a joint service offering to any third parties by either Company or the Customer.
- 2.2.2** Notwithstanding the resale of Service by Customer and regardless of the Company's knowledge of same, the Customer remains liable for all obligations under this Tariff. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company**

- 2.3.1** Except as otherwise specifically provided for in this Tariff, the Company and/or its affiliates shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, sabotage, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, condemnation, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore Service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations or other applicable laws, regulations, or orders. The Carrier's liability, if any, for its gross negligence or willful misconduct is not limited by the tariff.
- 2.3.2** The Company is not liable for any act or omission of any other company or companies furnishing a portion of the Service or facilities, equipment, or services associated with such Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (cont'd)**

2.3.3 The Customer shall indemnify and hold the Company harmless from and against any court, administrative or agency action, suit or similar proceeding brought against Company and/or any affiliate of the Company for:

- (a) claims arising out of or related to the contents transmitted via the Services (whether over the CommPartners Network or Local Access facilities) including, but not limited to, claims, actual or alleged, relating to any violation of copyright law, export control laws, failure to procure necessary authorizations, clearances or consents, failure to meet governmental or other technical broadcast standards, or claims that such transmission contents are libelous, slanderous, an invasion of privacy, pornographic, or otherwise unauthorized or illegal;
- (b) patent infringement claims arising from combining or connecting the Service with equipment and systems of the Customer;
- (c) all other claims arising out of any act or omission of the Customer in connection with any Service provided by the Company;
- (d) defacement of, or damage to, the premises of Customer and Authorized Users resulting from the installation, and/or removal of facilities or the attachment of instruments, equipment and associated wiring on or from the Customer's Premises. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company; and
- (e) claims arising out of the use of Services or associated equipment in an unsafe manner (such as use in an explosive atmosphere) or the negligent or willful act of any person other than the Company, its agents, or employees.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

2.3.4 The Customer shall indemnify and hold 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 the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, 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 or operation of Service or equipment and facilities of Company associated with the Service, unless such installation, operation, failure to operate, maintenance, condition, location or use is the direct result of the Company's knowing and willful misconduct.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

2.3.5 The Company shall not be liable to the Customer or any other person or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects" or "Defective Service"). Defects caused by or contributed to, directly or indirectly, by act or omission of Customer (including authorized users) or Customer's customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including, without limitation, costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTIVE SERVICE OR ANY OTHER CAUSE. ANY WARRANTIES AND REMEDIES EXPLICITLY SET FORTH IN THIS TARIFF ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE, ANY DEFECT IN THE SERVICE WHATSOEVER OR A FAILURE TO PERFORM UNDER THIS TARIFF, NEITHER COMPANY NOR ANY THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.3 Liability of the Company (Cont'd)**

- 2.3.6** In the event parties other than Customer (e.g., Customer's customers or End-Users) shall have use of the Service directly or indirectly through Customer, Customer shall forever indemnify and hold Company and any third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects or any claims described in this Section.
- 2.3.7** In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer or, Company incurs costs and expenses under circumstances in which such costs and expenses are caused to be incurred by the Customer or reasonably incurred by Company for the benefit of the Customer, the Customer is responsible for the payment of any resulting costs incurred by Company.
- 2.3.8** Customer agrees to defend the Company against the claims as set forth in this Section and to pay all reasonable litigation costs, attorneys' fees, court costs, settlement payments, and any damages awarded or resulting from any such claims.
- 2.3.9** The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.4 Cancellation of Service by Customer**

- 2.4.1** Reseller Customers order Service from Company pursuant to the terms and conditions of a Service Agreement. Any cancellation or termination of Service is subject to the terms and conditions of that Service Agreement. End User Customers order Service from Company by dialing the Company's carrier access code number for Casual Service.
- 2.4.2** If Customer, either on behalf of itself or an End User, orders Service from the Company which requires special construction or facilities for Customer's or End User's use, and then cancels its order before Service begins, a charge shall be made to Customer for the non-recoverable portions of the expenditures or liabilities incurred on behalf of Customer or End User by the Company.
- 2.4.3** If Customer terminates Service prior to the end of the Term specified in the Service Agreement, Customer shall be responsible for all charges incurred to the date of termination, including, but not limited to, all charges to the Company by other carriers for Service provided Customer or its End Users, and any applicable cancellation or termination charges specified in the Service Agreement.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 Cancellation for Cause by Company**

2.5.1 For nonpayment by Customer of any undisputed sum owing to the Company for more than 30 days, or for violation by Customer of any of the provisions governing the furnishing of Service under this Tariff or the Service Agreement, the Company may, after ten (10) days written notification to Customer of such nonpayment or violation and forthcoming termination therefor, without incurring any liability, immediately cancel or discontinue the furnishing of such Service. Customer shall be deemed to have canceled Service as of the date of such termination and shall be liable for any cancellation charges as set forth in this Tariff.

2.5.2 Without incurring any liability, the Company may cancel Service prior to commencement or discontinue the furnishing of Service to Customer immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services or under any of the following circumstances:

- (a) if Customer refuses to furnish or provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Service, or its planned use of Service;
- (b) for noncompliance with any of the provisions of this Tariff;
- (c) if the Customer or End User is using the Service in violation of any applicable law or regulation.
- (d) if such actions are reasonably appropriate to avoid violation of applicable law; or
- (e) if there is a reasonable risk that criminal, civil or administrative proceedings or investigations based upon the transmission contents shall be instituted against Company.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.5 Cancellation for Cause by Company**

2.5.3 The discontinuance of Service by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges accrued for Service which has been furnished up to the time of discontinuance nor does it relieve the Customer of applicable cancellation charges. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Billing and Payment For Service****2.6.1 Responsibility for Charges**

The Customer is responsible for payment of all charges for Services furnished to the Customer or authorized End User. This includes payment for Services specifically requested by the Customer. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public. A Customer whose Service has been discontinued for non-payment of bills shall be required to pay any unpaid balance due to Company before Service is restored.

2.6.2 Payment Arrangements

2.6.2.A All payments due by the Customer shall be remitted and payable to the Company or any billing agent duly authorized and designated by the Company to receive such payments.

2.6.2.B Service is provided and billed on a monthly basis. Usage sensitive charges are billed in arrears and fixed monthly recurring charges, if any, are billed one month in advance. Unless required in advance, installation charges, and other non-recurring charges shall be due on the first day of the month following the month in which the Service was provided.

2.6.2.C The security of Authorization Codes used by Customer or its End Users are the responsibility of the Customer. All calls placed using such Authorization Codes or using facilities owned or controlled by Customer or its End Users shall be billed to Customer and must be paid by Customer.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Billing and Payment For Service (Cont'd)****2.6.3 Late Payment Fee**

Bills are due and payable upon receipt. In the event Customer fails to pay or remit payment in full to the proper address for Services billed by the Company or authorized billing agent on or before thirty (30) days after the Due Date, Customer shall also pay a late fee in the amount of the lesser of one and one-half percent (1.5%) of the unpaid balance per month or the maximum lawful rate under applicable state law.

2.6.4 Return Check Charge

A return check charge of \$25.00 will be assessed for checks made payable to the Company and returned for insufficient funds. For service billed on behalf of the Company, any applicable return check charges will be assessed according to the terms and conditions of the Company's billing agent.

2.6.5 Validation of Credit

2.6.5.A The Company reserves the right to validate the creditworthiness of Customers through available verification procedures. If at any time a Customer presents an undue risk of non-payment, or if a Customer fails to comply with the payment terms of this Tariff or applicable Service Agreement, the Company may require a deposit or other forms of security for payment.

2.6.5.B In determining whether a Customer presents an undue risk of nonpayment, the Company may consider, but is not limited to, the following factors: (i) the Customer's payment history (if any) with the Company, (ii) Customer's ability to demonstrate adequate ability to pay for the Service, (iii) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (iv) information relating to Customer's management, owners and affiliates (if any).

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.6 Payment Arrangements (Cont'd)****2.6.7 Disputed Charges**

Disputes with respect to charges must be presented to the Company in writing within 30 days after the Due Date or such invoice shall be deemed to be correct and binding on the Customer. In instances of a dispute, the Customer is required to pay the undisputed portion of the bill in its entirety within 30 days after the Due Date. For Casual Calling Customers, if, after investigation and review by the Company, a disagreement remains as to the disputed amount, the Customer or Company may file an appropriate complaint with the Commission. For all other Customers, resolution of disputes will be governed by the applicable Service Agreement. Customers may contact the South Dakota Public Service Commission at 500 East Capitol Street, Pierre, SD 57501 or by phone at 605 773-3201.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.7 Taxes and Fees**

- 2.7.1** Service may be subject to State and/or local taxes (e.g., gross receipts tax, sales tax, and municipal utilities tax) and/or fees (e.g, intrastate access charges and contributions to the State universal service program), if Service originates and terminates in the State. An amount equal to such taxes and fees shall be charged to the Customer in addition to the charges stated in this Tariff. All charges related to such taxes and fees shall each be shown as a separate line item on the Customer's monthly invoice.
- 2.7.2** Service shall not be subject to taxes for a given jurisdiction if Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that Customer has been granted a tax exemption. Service shall also not be subject to contribution to the State universal service program if Customer provides the Company with written verification, acceptable to the Company and to the State Commission, that the Service will be resold by Customer and that the revenues from such resale shall be subject to the State universal service program's contribution requirements.
- 2.7.3** The Company may also include among such fees and surcharges any Primary Interexchange Carrier (PIC) charges charged against the Company by a Local Access Provider, as well as any other Local Access charges, whether for originating or terminating Local Access, charged against the Company for originating or terminating intrastate interexchange communications.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.8 Inspection, Testing and Adjustments**

- 2.8.1** The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer's or the Company's equipment. The Company may interrupt the Service at any time, without penalty or liability to the Company, because of departure from any of these requirements.
- 2.8.2** Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance shall be granted for the time during which such tests and adjustments are made.

2.9 Terminal Equipment

Service may be used with or terminated in terminal equipment or communications systems, such as a PBX or key telephone system, provided by Customer or its End User. Such terminal equipment or communications systems shall be furnished by and maintained at the expense of Customer or its End User, except as otherwise provided. Customer or its End User is also responsible for all costs at its premises incurred in the use of Service, including but not limited to equipment, wiring, electrical power, and personnel. When such terminal equipment or communications systems are used, they shall in all respects comply with the generally accepted minimum protective standards of the telecommunications industry as endorsed by the FCC.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Refunds or Credits for Interruptions in Service**

2.10.1 No credits or refunds for interruptions of Service shall be made for:

- (a) Interruptions caused by the negligence or willful misconduct (including the provision of inaccurate information) of the Customer or its End Users.
- (b) Interruptions during any period which the Company or its agents are not afforded access to any Customer premise where Service is originated or terminated.
- (c) Interruptions during any period when the Customer or End-User has released the Service to the Company for maintenance or rearrangement purposes, or for the implementation of Service.
- (d) Interruptions during periods when the Customer elects not to release the Service for testing or repair and continues to use the Service on an impaired basis.
- (e) Interruptions not reported to the Company.
- (f) Interruptions caused by outages or failure of Local Access provided by a Local Access Provider.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.10 Refunds or Credits for Interruptions (Cont'd)**

2.10.2 It shall be the obligation of Customer to notify Company immediately of any interruption of Service (as defined in the applicable Service Agreement) for which a credit is desired. If Customer reports an interruption in Service to Company and the affected Service is not restored (as defined in the applicable Service Agreement) within two hours of such report, Customer shall, upon request directed to the Customer's designated customer service representative, receive a credit at the rate of 1/720 of the monthly recurring charges applicable to Service directly affected by such interruption for each hour or fraction thereof, over the initial two hours, during which service is interrupted. No credit will be given for interruptions of less than two hours in duration. The formula used for computation of credits is as follows:

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

A = Interruption time in hours or fraction thereof (must be over 2 hours)

B = total monthly recurring charge for the affected service.

2.10.3 Notice of Interruption should be reported by the Customer to the Company's Network Control Center or other location designated by Company. An interruption ends when the Service is restored. If the Customer reports the Service to be inoperative but declines to release it for testing and repair, the Service shall be deemed to be impaired, but not subject to an interruption nor corresponding credit as provided in Section 2.10.2.

2.10.4 If the Customer elects to use another means of transmission during the period of interruption, the Customer is solely responsible for payment of the charges for the alternate transmission service used.

2.10.5 The credit provided in Section 2.10.2 is Customer's sole and exclusive remedy for any interruption in the Service.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.11 Systems Security**

2.11.1 Where Customers are permitted access to the Company's computer systems and data (hereinafter "Systems") for the purposes of managing and maintaining their own telecommunications system, they will adhere to the following:

- (a) Customers may access the Company's Systems only to the extent required by and incident to the administration and management of the Customer's telecommunications system.
- (b) Customers may not disclose or use information which may be learned as a consequence of access to the Company's Systems except as may be directly required to insure the proper operation of the Customer's telecommunications system. Customers must take all reasonable precautions to prevent any other person or entity who does not have a need to know from acquiring such information.
- (c) Customers shall not in any manner or form disclose, provide, or otherwise make available, in whole or in part, these Systems, documentation, any related material or any other confidential material except to those who have a need to know incident to the operation of the Customer's telecommunications system. These Systems remain the property of the Company and may not be copied, reproduced or otherwise disseminated without the prior written permission of the Company.
- (d) Customers shall take all reasonable precautions to maintain the confidentiality of Systems. Such precautions shall include the use of Personal Identification Numbers (PINs) and passwords selected by and known only to the Customer's individual authorized users. Telephone numbers and dial-up access numbers assigned to the Customer by Company, PINs or any aspect of access and sign-on methodology used to access these Systems shall not be posted or shared with others under any circumstances. Customers shall follow normal log-off procedures prior to leaving a terminal unattended. Customers shall report any known or suspected unauthorized attempt by others to access these Systems.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.11 Systems Security (Cont'd)

2.11.2 In the event that a security access device assigned to a Customer for dial-up access is lost, stolen, or misplaced, the Customer must notify Company immediately. Access into these Systems beyond that authorized may result in civil and/or criminal penalties.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.12 Restoration of Service**

The use and Restoration of Service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations to the extent it is applicable, which specifies the priority system for such activities.

2.13 Company Provided Equipment

2.13.1 The Customer agrees to operate any Company provided equipment in accordance with instructions of the Company or the Company's agent or designee. Failure to do so shall void any Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.13.2 below.

2.13.2 Customer agrees to return to the Company all Company-provided equipment within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company (e.g., the cost of the equipment) due to Customer's failure to comply with this provision.

2.13.3 The Company may substitute, change or rearrange any equipment or facility at any time, but shall endeavor to maintain the technical parameters of the service provided the Customer. In the event that technical parameters change as a result of the Company's actions, the Company will provide the Customer with thirty (30) days notice prior to such change.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)**2.14 Other Terms and Conditions**

- 2.14.1** A Customer shall not use any service mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.14.2** In the event suit is brought or an attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.14.3** Company shall assess a Reseller Customer a \$200 Unauthorized Carrier Change Charge (UCCC) for each Primary Interexchange Carrier (PIC) change made without prior valid authorization which results in the Company being named in a complaint filed with a state or federal regulatory or judicial body. Continued acts of unauthorized PIC changes by any Reseller shall be considered grounds for refusing to provide or for discontinuing Service to that Reseller.
- 2.14.4** Company, when acting at the Customer's request and/or as Customer's authorized agent, shall make reasonable efforts to arrange for special Service requirements such as the provision of Off-Net Circuits. Due to the specialized nature of such an arrangement, however, such arrangement may be provided ICB.

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SECTION 3 – DESCRIPTION OF SERVICE**3.1 General**

CommPartners undertakes to offer and provide wholesale interexchange telecommunications services within its Service Area to Reseller Customers for resale to their End Users or to other Telecommunications Service providers or Information Service providers. The Services described herein are part of the Company's one-stop shopping package offering a full service platform to the wholesale marketplace, including interstate and international voice and data services.

Although CommPartners does not solicit end users for any of the Services described in this Section, unsolicited requests by end users for casual calling or dial-around service and presubscribed or preferred carrier service from CommPartners will be provided for in accordance with this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Resale Service Offerings**

Applicable rate schedules for the following services are provided in Section 4. Dedicated Access Lines may be required to connect Customer to Company's POP. Such dedicated Access Lines, when required, shall be the sole responsibility of Customer. Notwithstanding such responsibility, Company shall, upon Customer's request, order such dedicated Access Lines on behalf of Customer or its End Users, and shall invoice Customer for all related recurring and non-recurring charges. Intrastate rate plans are tied to specific interstate and international rate plans.

3.2.1 CommPartners "Switched One Plus Service" offers Reseller Customers interexchange Services via Feature Group D Access Lines for seamless origination, transmission and termination of communications. Feature Group D access is provided by the Local Exchange Carrier and allows the Customer to use its own Carrier Identification Code to route traffic to the Company's POP while the Customer's End Users will recognize the Customer as the End User's presubscribed interexchange carrier. The intrastate rates that CommPartners charges Reseller Customers for Switched One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.1 of this tariff.

3.2.2 CommPartners "Dedicated One Plus Service" offers Reseller Customers interexchange Services via dedicated Access Lines for seamless origination, transmission and termination of communications. Dedicated access to the Company's POP may be provided by the Customer, Company or a Local Access Provider. The intrastate rates that CommPartners charges Reseller Customers for Dedicated One Plus Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.2. of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)

3.2 Resale Service Offerings (cont'd)

3.2.3 CommPartners “Toll Free Service” offers Reseller Customers a toll free number (e.g., 800, 888 or 877) and allows callers to reach the subscriber without toll charges. The subscriber pays for all incoming calls made on its assigned toll free number. Toll Free Service consists of a basic service (assignment of a toll free telephone number and a toll free calling area selected by the Customer) and additional features that Customers can select.

3.2.3.A Switched Toll Free Service is an inbound long distance service. This service terminates calls over the local telephone lines of Customer or its End Users, and calls are toll-free to the calling party. The rates that CommPartners charges Reseller Customers for Switched Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.3 of this tariff.

3.2.3.B Dedicated Toll Free Service is an inbound long distance service. This service terminates calls over dedicated Access Lines from Company’s POP to the service location(s) of Customer or its End Users, and calls are toll-free to the calling party. The rates that CommPartners charges Reseller Customers for Dedicated Toll Free Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.4 of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Resale Service Offerings (Cont'd)**

3.2.4 “Directory Assistance Service” offers Reseller Customers the ability to provide their End Users with phone numbers, addresses and NPA/Country codes and automatic call completion. A per-call surcharge is assessed against the Customer for each call made by the Customer’s presubscribed End-Users. This surcharge applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

Directory Assistance Service gives the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. A usage rate for call completion applies in addition to the Directory Assistance per-call surcharge if the caller accepts the offer. The call completion charge will not apply if the call cannot be completed. The per-call surcharge and usage rates that CommPartners charges its Reseller Customers for Directory Assistance Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.8 of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Resale Service Offerings (Cont'd)**

3.2.5 CommPartners “Calling Card Service” offers Reseller Customers the ability to allow its End Users to originate long distance calls from locations other than their primary service location through the use of a toll free network access number and an Authorization Code. CommPartners Calling Card Service provides an access number and authorization code issued by CommPartners which the Reseller Customer will incorporate into its End User’s calling card. CommPartners Calling Card Service allows Customer’s End Users who are away from their home or business, or who wish to have Calling Card Service only, access to CommPartners Network to place calls from any location in the State. Access to CommPartners Network for Calling Card Service is gained by dialing an access number. End Users may bill calls to their Calling Card account when calling from any location within the State. Applicable usage rates for Operator Service will apply when Calling Card Service is used. The rates that CommPartners charges Reseller Customers for Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.5 of this tariff.

3.2.6 “Prepaid Calling Card Service” offers Reseller Customers the ability to allow its End Users to originate long distance calls on a prepaid basis via a toll free network access number and an Authorization Code. Customer shall be given notice two (2) minutes before the available account balance is depleted, based upon the applicable rates for the call in progress. When the available balance is depleted, the call shall be terminated. A prepaid calling account shall expire on the date specified on the card, unless replenished by a charge to a commercial credit card as authorized by the Customer beforehand. The End-User will use the access number on the Prepaid Calling Card to access CommPartners Network. The applicable usage rate will be deducted on a real-time basis as the card is used until the full amount of the card is exhausted. Applicable usage rates for Operator Service will apply when Prepaid Calling Card Service is used. The rates that CommPartners charges Reseller Customers for Prepaid Calling Card Service are set forth in the Service Agreement between the Company and the Reseller Customer and in Section 4.2.6 of this tariff.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.2 Resale Service Offerings (Cont'd)**

3.2.7 CommPartners “Operator Assistance Service” offers Reseller Customers the ability to provide its End Users with call completion functions performed either by a live operator or by automated systems. Such functions include collect calling, third party billing and calling card services. Access to CommPartners Operator Assistance Services can be obtained by the following dialing methods: (A) “00” from a telephone subscribed to CommPartners Network in a Feature Group D (FGD) area; (B) “0+ (NPA-NXX-XXXX)” from a telephone subscribed to CommPartners Network in a FGD area; (C) “101XXXX+ 0” from any non-pay telephone in a FGD area; and (D) “1-800-XXXX” from any location. The rates that CommPartners charges Reseller Customers for Operator Assistance Service are set forth in the Service Agreement and in Section 5.2.7 of this tariff.

3.3 End User Services**3.3.1 Casual Calling**

Casual Calling Service permits End User Customers to obtain Service without the necessity of presubscription of their local lines. Customers utilizing Casual Calling Service shall access Service by dialing an access code in the form of 101XXXX, where “X” is the 4 digit Carrier Identification Code (CIC) assigned to the Company. When dialing, the access code shall be followed by the normal sequence of I+ Area Code + Number. Calls placed using Casual Calling Service are billed to Customer in whole minute increments rounded up to the next full minute through the serving Local Exchange Carrier’s (LEC) monthly bill. All End Users of Casual Calling are Customers of the Company, even when they are End Users of a Reseller for other Services. The effective rates for Casual Calling Service are set forth in Section 5.3.

3.3.2 Presubscription

Presubscription Service permits End User Customers to select CommPartners as the Customer’s presubscribed or preferred carrier for interLATA and/or intraLATA interexchange service. The rates for Presubscription Service are set forth in Section 5.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.4 Terms and Conditions**

3.4.1 Services will be provided if the Customer agrees to each of the following points that are applicable:

- (A) Secure and maintain all necessary state certifications, tariffs, and comply with the rules and regulations as set forth by the Commission.
- (B) Provide all billing and collection services under its own brand name.
- (C) Provide customer service under its own brand name.
- (D) Secure and maintain a signed copy of the “letter of agency” from the End-User which defines the relationship between the End-User and the Reseller.
- (E) Assume all responsibility for PIC disputes and complaints with the Local Exchange Carrier.
- (F) Use its own product names which do not identify CommPartners products.
- (G) Use the CommPartners name only in post-sale communications which inform its subscribers that CommPartners is the underlying carrier and that the CommPartners name may appear on copies of their local phone bills using specific language authorized by CommPartners.
- (H) The End-User is the customer of the Reseller, not CommPartners.
- (I) Assume all risk for bad debt.
- (J) Accept responsibility for all charges, costs, etc. incurred by CommPartners with respect to Ancillary Services.
- (K) Accept responsibility for all interaction and interface with its own subscribers or customers.

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SECTION 3 – DESCRIPTION OF SERVICE (CONT'D)**3.4 Terms and Conditions (cont'd)**

- 3.4.2** The minimum Term for Service provided On-Net is one month (30 days), except where special construction is requested in which case the minimum Term may be longer. The minimum Term for Service provided Off-Net shall be the same as that minimum service term imposed on CommPartners for leasing the Off-Net facilities.
- 3.4.3** Service is available twenty-four (24) hours a day, seven (7) days a week. The beginning time for outbound calls is determined by the time at the point of origination. The beginning time for inbound calls (Toll Free Service) is determined by the time at the point of termination.
- 3.4.4** Usage sensitive charges are based on the actual usage of Company's facilities (On-Net and Off-Net). Such charges are measured in Conversation Minutes counted in six (6) second increments. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is six (6) seconds and usage is rounded to the next higher six (6) second increment after the initial period.
- 3.4.5** Chargeable time for Customer shall begin when the called party answers, as determined by hardware answer supervision, provided that such capabilities are available from the local telephone company. If hardware answer supervision is not available, then Carrier will employ industry accepted standards for the timing of calls. Chargeable time for a call shall end upon disconnection by either party.

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SECTION 4 – MAXIMUM RATES AND CHARGES**4.1 General**

4.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.

4.1.2 Other than the charges indicated for each Service, there are no installation or other nonrecurring charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

4.2 Wholesale Service - Maximum Rates**4.2.1 Switched One Plus Service**

Usage Sensitive Charges (Rate Per Minute): \$0.20

Non-Usage Sensitive Charges: N/A

4.2.2 Dedicated One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.15

Non-Usage Sensitive Charges: N/A

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SECTION 4 – MAXIMUM RATES AND CHARGES (CONT'D)

4.2 Wholesale Service - Maximum Rates (cont'd)

4.2.3 Switched Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.30

Non-Usage Sensitive Charges: N/A

4.2.4 Dedicated Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.25

Non-Usage Sensitive Charges: N/A

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SECTION 4 – MAXIMUM RATES AND CHARGES (CONT'D)

4.2 Wholesale Service - Maximum Rates (cont'd)

4.2.5 Calling Card Service

Conversation Minutes for Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.25

Non-Usage Sensitive Charges: \$1.00

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SECTION 4 – MAXIMUM RATES AND CHARGES (CONT'D)

4.2 Wholesale Service - Maximum Rates (cont'd)

4.2.6 Operator Service

Conversation Minutes for Operator Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.35

Non-Usage Sensitive Charges:

Charge per call:

	Live	
	<u>Operator</u>	<u>Automated</u>
General Assistance:	\$1.75	N/C
Person-to-person	\$3.00	N/C
Collect/Billed to 3 rd Party:	\$3.00	N/C
Station-to-station	\$2.00	\$2.00
Collect/Billed to 3 rd Party:	\$2.00	\$2.00
LEC Card	\$2.00	\$1.00

4.2.7 Directory Assistance Service

Conversation Minutes for Directory Assistance Call Completion Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute) for call completion: \$0.35

Non-Usage Sensitive Charges:

Charge per call: \$1.00 without call completion
\$2.00 with call completion

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SECTION 4 – MAXIMUM RATES AND CHARGES (CONT'D)

4.3 End User Services - Maximum Rates

4.3.1 Casual Calling Service

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.50

4.3.2 Presubscription Service

Conversation Minutes for Presubscription Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.50

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SECTION 5 – EFFECTIVE RATES AND CHARGES**5.1 General**

5.1.1 Conversation Minutes, reflecting usage sensitive charges resulting from use of Service, are billed in increments of six (6) seconds with an initial period (minimum billing period) of six (6) seconds, unless otherwise specified. Following the initial period, all charges are rounded to the next higher six (6) second increment for billing purposes, unless otherwise specified.

5.1.2 Other than the charges indicated for each Service, there are no installation or other nonrecurring charges or monthly recurring charges for Service, except for the installation charges and/or monthly recurring charges associated with the use of dedicated Access Lines ordered by Carrier on behalf of Customer or its End Users.

5.2 Wholesale Service - Effective Rates**5.2.1 Switched One Plus Service**

Usage Sensitive Charges (Rate Per Minute): \$0.10

Non-Usage Sensitive Charges: N/A

5.2.2 Dedicated One Plus Service

Usage Sensitive Charges (Rate Per Minute): \$0.07

Non-Usage Sensitive Charges: N/A

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SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)

5.2 Wholesale Service - Effective Rates (cont'd)

5.2.3 Switched Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.10

Non-Usage Sensitive Charges: N/A

5.2.4 Dedicated Toll Free Service

Usage Sensitive Charges (Rate Per Minute): \$0.07

Non-Usage Sensitive Charges: N/A

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SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)

5.2 Wholesale Service - Effective Rates (cont'd)

5.2.5 Calling Card Service

Conversation Minutes for Calling Card Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.08

Non-Usage Sensitive Charges: \$0.10 per call

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SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)

5.2 Wholesale Service - Effective Rates (cont'd)

5.2.7 Operator Assistance Service

Conversation Minutes for Operator Assistance Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.07

Non-Usage Sensitive Charges:

Charge per call:

	Live	
	<u>Operator</u>	<u>Automated</u>
General Assistance:	\$1.05	N/C
Person-to-person	\$3.00	N/C
Collect/Billed to 3 rd Party:	\$3.00	N/C
Station-to-station	\$1.05	\$1.05
Collect/Billed to 3 rd Party:	\$1.05	\$1.05
LEC Card	\$1.05	\$0.40

5.2.8 Directory Assistance Service

Conversation Minutes for Directory Assistance Call Completion Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute) for call completion: \$0.07

Non-Usage Sensitive Charges:

Charge per call: \$0.35 without call completion
 \$0.65 with call completion

ISSUED:

EFFECTIVE:

ISSUED BY: David Clark
President
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SECTION 5 – EFFECTIVE RATES AND CHARGES (CONT'D)

5.3 End User Service - Effective Rates

5.3.1 Casual Calling Service

Conversation Minutes for Casual Calling Service are billed in increments of six (6) seconds with an initial period (minimum billing period) of eighteen (18) seconds.

Usage Sensitive Charges (Rate Per Minute): \$0.10

5.3.2 Presubscription Service

Service not currently available.

ISSUED:

EFFECTIVE:

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SECTION 6 – CONTRACTS AND PROMOTIONS**6.1 Contracts**

At the option of the Company, Service may be offered on an ICB basis to meet the specialized requirements of Customers. The terms of each such ICB arrangement shall be mutually agreed upon between the Customer and Company and may include discounts off of the rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in this Tariff, or other customized features. The terms of such an ICB arrangement may be based partially or completely on a Term or volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Such ICB arrangements will be available to all similarly situated Customers for a fixed period of time following the initial offering to the first ICB Customer as specified in each ICB contract, subject to, in the Company's sole discretion, the Availability of facilities.

6.2 Promotions

- 6.2.1** From time to time, Company may, at its option, promote subscription or stimulate Service usage by offering to waive or reduce some or all of the nonrecurring or recurring charges for the Customer (if eligible) for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations. In no case, shall the resulting rates and charges exceed the rates and charges listed in this tariff for the same services.
- 6.2.2** From time to time, subject to Commission rules, Company may demonstrate Service for potential Customers by providing free use of its Services on a limited basis for a period of time, not to exceed one (1) month. Demonstration of Service and the type, duration or quantity of Service provided shall be at the Company's discretion.
- 6.2.3** Promotional and other credits offered by Company in marketing its Services cannot be assigned. Such credits must be used by the Customer to whom they were offered or the Customer who earned them under the provisions of the offer.

ISSUED:**EFFECTIVE:**

ISSUED BY: David Clark
President
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