

UT-130654



APRIL 29, 2013

Carole Washburn, Executive Secretary
Washington Utilities & Transportation Commission
1300 S. Evergreen Park Drive, S.W.
Olympia, Washington 98504-7250

2013 APR 30 AM 10:39
COMMUNICATIONS
UTILITY AND TRANSPORTATION
COMMISSION

**Re: UCN, Inc.
Docket Nos. UT-041634 and UT-042142
Request to Change Name to inContact, Inc. d/b/a UCN**

Ladies and Gentlemen:

UCN, Inc. ("UCN" or the "Company"), respectfully re-submits an original plus two (2) copies of this letter to notify and request approval from the Washington Utilities and Transportation Commission ("Commission") of the Company's name change to inContact, Inc. d/b/a UCN ("inContact"). A copy of the document reflecting amendment of the Certificate of Authority issued by the Washington Secretary of State is attached hereto as Exhibit A for your records and reference.

UCN was certified to provide interexchange telecommunications services within Washington on July 30, 1998, pursuant to Docket Nos. UT-980485, UT-030156 (ID No. 195396, T841), under its former corporate name, BUI, Inc. A name change was granted to UCN on October 11, 2004 in Docket No. UT-041634. UCN was certified to provide competitive local exchange services on December 20, 2004 in Docket No. UT-042142.

Pursuant to Commission rules and regulations, inContact has included as Exhibit B a replacement Washington Price List No. 5, which cancels and replaces, in its entirety, UCN's Washington Price List No. 4. Please note that no information in this tariff, other than the Company name, has been modified. UCN's Washington Price List No. 5 is issued April 30, 2013, with a proposed effective date of May 30, 2013, on 30 days' notice.

The Company respectfully requests Commission approval of its name change to UCN, Inc. and acceptance of its replacement Washington Price List No. 5.

The aforementioned name change will not in any way inconvenience or cause harm to the Company's customers, and Washington customers will continue to be provided high-quality, affordable telecommunications services by the Company under the name inContact, Inc. d/b/a UCN.

MARASHLIAN & DONAHUE, LLC

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THE COMMLAW GROUP
1420 SPRING HILL ROAD
SUITE 401
MCLEAN, VIRGINIA 22102

An additional copy of this filing is enclosed, to be date-stamped and returned in the postage prepaid envelope provided.

Should any questions arise regarding this matter, kindly contact the undersigned.

Respectfully submitted,



Jonathan S. Marashlian
Regulatory Counsel

Enclosures

EXHIBIT A

Amendment to Certificate of Authority

RECEIVED
STATE OF MASSACHUSETTS
2013 APR 30 AM 10:39
OFFICE OF THE ATTORNEY GENERAL
UTILITY AND PUBLIC SERVICE
COMMERCIAL

STATE of WASHINGTON



SECRETARY of STATE

SECRETARY OF STATE
SAM REED

DECEMBER 23, 2008

STATE OF WASHINGTON

UBI #: 601 849 740

Phone #: (866) 541-0000

AMENDED APPLICATION
FOR CERTIFICATE OF AUTHORITY
RCW 23B.15.040

12/24/08 1423152-001
\$30.00 K #022573
dd:1623177

Pursuant to the provisions of RCW 23B.15.040 of the Washington Business Corporation Act, the undersigned does hereby submit an Amended Certificate of Authority.

- The name of the corporation, on the records of the Office of the Secretary of State of Washington is: UCN, Inc.
- The name the corporation currently uses in the State of Washington, if different from its real name listed above, is: _____
- The state or foreign country of incorporation is: Delaware
- The date the corporation was authorized to transact business in the State of Washington was: 08/19/2002
- Application is being filed for the following reason (*Check all applicable items*)
 - The corporation has changed its corporate name to: inContact, Inc.
 - Name the corporation will hereafter use in the State of Washington is changed to: inContact, Inc.

STATE OF WASHINGTON

DEC 23 2008

RECEIVED
SECRETARY OF STATE

(NOTE: If the corporation is required to use a fictitious name in order to transact business in the State of Washington a copy of the resolution of the board of directors, certified by the corporation's secretary, adopting the fictitious name is attached.)

- Attached is a copy of the document filed in the state or country of Incorporation showing that jurisdiction's "Filed" stamp.
- This document is hereby executed under penalties of perjury, and is, to the best of my knowledge true and correct.

Dated: November 13, 2008

X KE Partridge
(Signature of Officer)

EXHIBIT B

Washington Price List No. 5

inContact, Inc. d/b/a UCN
7730 S. Union Park Avenue, Suite 500
Midvale, Utah 84047

Regulatory Contact
Paul Jarman
inContact, Inc. d/b/a UCN
7730 S. Union Park Avenue, Suite 500
Midvale, Utah 84047

This Price List contains all prices, charges, terms and conditions pertaining to the furnishing of local exchange telecommunications service and resale common carrier service by inContact, Inc. d/b/a UCN, between various locations within the State of Washington.

Exceptions in this Price List which vary from the Definitions, Rules and Regulations as contained in the standard price list provided by the Commission are described in Page 2 of this Price List.

Describe All Services Offered; and All Prices, Charges, Terms and Conditions.

inContact, Inc. d/b/a UCN proposes to offer local exchange telecommunications service within the State of Washington.

Note: inContact's Price List No. 5 replaces UCN's Price List No. 4. Only changes made were name and address changes.

CHECK SHEET

Page	Revision	Page	Revision
Title	Original*	32	Original*
1	Original*	33	Original*
2	Original*	34	Original*
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4	Original*	36	Original*
5	Original*	37	Original*
1	Original*	38	Original*
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1	Original*	41	Original*
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*Denotes New or Revised Page.

PRICE LIST EXCEPTIONS

The Definitions, Rules and Regulations contained in this price list are identical to the Definitions and Rules and Regulations provided by the Commission except as follows:

- Section 1: Company-specific definitions have been added.
- Section 2: Includes service descriptions and rates for all Company services.
- Section 3: Expanded to add the following company-specific Rules and Regulations.

Issued: April 30, 2013

Effective: May 30, 2013

Issued by: Paul Jarman
 President
 7730 S. Union Park Avenue, Suite 500
 Midvale, Utah 84047

EXPLANATION OF SYMBOLS

- (C) To signify changed conditions or regulation.
- (D) To signify discontinued rate, regulation, or condition.
- (I) To signify increase.
- (K) To signify that material has been transferred to another sheet or place in the Price List.
- (M) To signify that material has been transferred from another sheet or place in the Price List.
- (N) To signify new rate, regulation, condition or sheet.
- (R) To signify reduction.
- (T) To signify a change in text or clarification.

*The use of the symbol "O" shall be discretionary unless its use in the interest of clarity is evident or specifically requested by the Commission.

SECTION 1 – DEFINITIONS

Access Line – An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer’s location to Carrier’s location or switching center.

Account – A Company accounting category containing up to two (2) residential local exchange access lines billed to the same Customer at the same address. The second or non-primary local exchange access line will share any call allowance of the primary local exchange access line. The second or non-primary local exchange access line, therefore, will not be provisioned to include a separate call allowance structure. No features are provided with the second or non-primary local exchange access line.

Account Codes – Permits Centrex Stations and attendants to dial an account code number of up to eight digits. For use when placing calls over facilities arranged for Automatic Message Accounting (AMA) recording. The account or project number must be input prior to dialing the called number.

Advance Payment – Part or all of a payment required before the start of service limited to current months recurring charges in advance.

Authorization Code – A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or any other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Authorized User – A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

Automatic Numbering Identification (ANI) – A type of signaling provided by a local telephone company which automatically identifies the local exchange line from which a call originates.

Collect Call - A billing arrangement where a call is billed to the called station.

Commission – Washington Public Service Commission.

Common Carrier – An authorized company or entity providing telecommunications services to the public.

Company – inContact, Inc. d/b/a UCN, the issuer of this price list.

Customer – The person, firm or corporation that orders service and is responsible for payment of charges and compliance with the terms and conditions of this price list.

Customer Premises – A location designated by the Customer for the purposes of connecting to the Company’s services.

Customer Terminal Equipment – Terminal equipment provided by the Customer.

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SECTION 1 – DEFINITIONS (CONT'D)

Deposit - Refers to cash or equivalent of cash security held as a guarantee for payment of the charges.

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

Equal Access – A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company's network. Presubscribed Customers may also route interexchange calls to the Company's network by dialing an access code supplied by the Company.

Exchange Telephone Company or Telephone Company – Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

ICB – Individual Case Basis.

IXC or Interexchange Carrier – A long distance telecommunications service provider.

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any interruption allowance provided within this Price list by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Price list, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Price list or by applicable law.

LATA – A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. Price list F.C.C. No. 4, or its successor price list(s).

LEC – Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

Measured Service - The provision of intrastate long distance measured time communications telephone service to customer who access the carrier's service at its switching and call processing equipment by means of access facilities obtained from a local exchange common carrier. Carrier is responsible for arranging for the access lines.

Operator Station - A call that is completed with the assistance of an operator and billed to the calling party.

Monthly Recurring Charges – The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

MOU – Minutes of Use.

NECA – National Exchange Carriers Association.

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SECTION 1 – DEFINITIONS (CONT'D)

Non-Recurring Charge (“NRC”) – The initial charge, usually assessed on a one-time basis, to initiate and establish service.

Person-to-Person - A call for which the person originating the call specifies to the operator a particular person, department or extension that is to be reached. Person-to-Person charges only apply when the call is completed to the requested party or when the calling party agreed to talk to another person.

PBX – Private Branch Exchange.

PIN – Personal Identification Number. See Authorization Code.

Point of Presence (“POP”) – Location where the Company maintains a facility for purposes of interconnecting to the Company's Network.

Recurring Charges – Monthly charges to the Customer for services, and equipment, which continues for the agreed-upon duration of the service.

Service – Any means of service offered herein or any combination thereof.

Service Order – The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this price list.

Serving Wire Center – A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls – Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls – Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that “1 + 10-digit number” calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing “10XXX” or 101XXXX” with a “1+10-digit number.”

Station – The network control signaling unit and any other equipment provided at the Customer's premises which enables the Customer to establish communications connections and to effect communications through such connections.

Subscriber – The person, firm, partnership, corporation, or other entity who orders telecommunications service from inContact, Inc. d/b/a UCN. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

Switched Access Origination/Termination – Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment – Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

SECTION 1 – DEFINITIONS (CONT'D)

Third Party Billing - Service option that allows a call to be billed to an account different from that of the calling or called party.

Usage Charges – Charges for minutes or messages traversing over local exchange facilities.

User or End User – A Customer, Joint User or any other person authorized by a Customer to use service provided under this price list.

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES**2.1 Undertaking of the Company****2.1.1 Scope**

The Company offers outbound long distance (1+) service, directory assistance and local exchange services for communications originating and terminating within the State of Washington under terms of this price list. All service are provided, subject to availability of facilities and equipment. Local exchange service is offered in areas currently served by the following incumbent LECs: 1) US WEST, Inc. All rates set forth in this Price List are subject to change by the Company pursuant to notification requirements established by the Commission.

2.2 Timing of Calls**2.2.1 Timing for Usage Sensitive Services****Shortage of Equipment or Facilities**

Where charges for a service are specified based on the duration of use, such as the duration of telephone call, the following rules apply.

- A.** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- B.** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- C.** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.3 Location of Service

Communications may originate and terminate in any area within the State of Washington. Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following incumbent LECs:

- (a) US West Communications

Local Calling Areas and exchanges are equivalent to those specified by Incumbent LECs as follows:

- (a) US West Communications Price List WN U-31, Section 5

2.3.1 Exchange, UNE Zone and Local Calling Area Designations

When UNE Zones are used in the rate tables in this tariff, the applicable zone rate is based on the following chart.

Exchange	UNE	Local Calling Areas
Aberdeen- Hoquiam	3	Aberdeen- Hoquiam, Copalis, Grayland, Humptulips, Lake Quinault, Montesano, Ocosta, Pacific Beach, Westport
Auburn	2	Auburn, Black Diamond, Des Moines, Enumclaw, Kent, Renton, Seattle, Sunnet, Tacoma Waverly rate area
Bainbridge Island	2	Bainbridge Island, Seattle
Battle Ground	3	Amboy, Battle Ground, LaCenter, Ridgefield, Vancouver, Yacolt
Belfair	3	Belfair, Bremerton, Dewatto, Port Orchard, Silverdale, Union
Bellevue	1	Ames Lake, Bellevue, Carnation, Fall City, Issaquah, Kirkland, North Bend, Renton, Seattle, Snoqualmie Pass
Bellingham	2 3, 360/758, 778	Acme, Bellingham, Blaine/Birch Bay, Custer, Deming, Everson, Ferndale, Laurel, Lynden/Maple Falls, Sumas
Black Diamond	4	Auburn, Black Diamond, Enumclaw, Kent, Maple Valley
Bremerton	2	Arletta, Belfair, Bremerton, Dewatto, Fox Island, Gig Harbor, Lakebay, Port Orchard, Poulsbo, Silverdale
Buckley	3	Buckley, Enumclaw, Orting, South Prairie, Sumner
Castle Rock	4	Castle Rock, Longview-Kelso, Vader, Toledo
Centralia	3	Centralia, Chehalis, Curtis, Mossyrock, Onalaska, Pe Ell, Rochester, Salkum, Toledo Winlock
Chehalis	4	Centralia, Chehalis, Curtis, Mossyrock, Onalaska, Pe Ell, Salkum, Toledo, Winlock

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.3 Location of Service (Cont'd)****2.3.1 Exchange, UNE Zone and Local Calling Area Designations (Cont'd)**

Exchange	UNE	Local Calling Areas
Clarkston	2(ID)	Asotin, Clarkston, Lapwai, ID, Lewiston, ID, Anatone, ID
Cle Elum	3	Cle Elum, Easton, Roslyn
Colfax	4	Colfax
Colville	4	Colville, Hunters, Kettle Falls, Chewelah, Northport
Copalis	3	Aberdeen-Hoquiam, Copalis, Pacific Beach
Coulee Dam	4	Coulee Dam, Nespelem
Crystal Mountain		Crystal Mountain, Enumclaw
Dayton		Dayton, Starbuck, Waitsburg, Walla Walla
Deer Park	4	Deer Park, Loon Lake, Spokane, Springdale
Des Moines	2	Auburn, Des Moines, Kent, Renton, Seattle, Tacoma Waverly rate area
Easton	4	Cle Elum, Easton, Roslyn
Elk	4	Elk, Spokane, Green Bluff
Enumclaw	3	Auburn, Black Diamond, Buckley, Crystal Mountain, Enumclaw, Orting, South Prairie, Sumner
Ephrata	3	Ephrata, George, Moses Lake, Quincy, Soap Lake, Wilson Creek
Graham	3	Eatonville, Graham, Orting, Puyallup, Rainier, Roy, Tacoma, Yelm
Green Bluff	4	Green Bluff, Spokane, Elk
Hoodsport	4	Hoodsport, Shelton, Union
Issaquah	2	Bellevue, Carnation, Fall City, Issaquah, Kirkland, Maple Valley, North Bend, Renton, Seattle, Snoqualmie Pass
Kent	3	Auburn, Black Diamond, Des Moines, Kent, Maple Valley, Renton, Seattle
Liberty Lake	3	Liberty Lake, Spokane
Longview-Kelso	3	Castle Rock, Cathlamet, Kalama, Longview-Kelso, Vader, Toledo
Loon Lake	4	Deer Park, Loon Lake, Spokane
Maple Valley	3	Black Diamond, Issaquah, Kent, Maple Valley, Renton, Seattle Adams, Seattle North, Seattle South
Moses Lake	3	Ephrata, Moses Lake, Othello, Wilson Creek, Soap Lake, Warden
Newman Lake	3	Newman Lake, Spokane
Northport	5	Northport, Colville
Olympia	2	Olympia, Shelton, Bucoda, Rainier, Rochester, Tenino, Yelm
Omak-Okanogan	4	Omak-Okanogan, Tonasket
Oroville	4	Oroville, Loomis, Moson/Chesaw, Mount Hall
Othello	4	Moses Lake, Othello
Pasco	3	Benton City, Eltopia, Kennewick, Mathews Corner, Pasco, Richland, Brewster, Bridgeport, Pateros
Pomeroy	5	Pomeroy
Port Angeles	3 4, 360/928	Port Angeles, Sequim, Gardner

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.3 Location of Service (Cont'd)****2.3.1 Exchange, UNE Zone and Local Calling Area Designations (Cont'd)**

Exchange	UNE	Local Calling Areas
Port Ludlow	3	Port Ludlow, Port Townsend, Quilcene
Port Orchard	3	Arletta, Belfair, Bremerton, Fox Island, Gig Harbor, Lakebay, Port Orchard, Silverdale
Port Townsend	3	Brinnon, Center, Port Ludlow, Port Townsend, Quilcene
Puyallup	2	Graham, Orting, Puyallup, S. Prairie, Sumner, Tacoma
Renton	2	Auburn, Bellevue, Des Moines, Issquah, Kent, Maple Valley, Renton, Seattle
Ridgefield	3	Battle Ground, LaCenter, Ridgefield, Woodland, Vancouver
Rochester	4	Centralia, Rochester, Olympia
Roy	3	Graham, Rainier, Roy Tacoma, Yelm
Seattle	1	Ames Lake, Auburn, Brainbridge Island, Bellevue, Bothell, Des Moines, Halls Lake, Issaquah, Kent, Kirkland, Maple Valley, Renton, Richmond Beach, Seattle, Vashon
Sequim	3	Gardiner, Port Angeles, Sequim
Shelton	3	Hoodspport, Olympia, Shelton, Union
Silverdale	2	Belfair, Bremerton, Port Orchard, Silverdale, Hansville, Kingston, Poulsbo, Suquamish
Spokane	3	Cheney, Deer Park, Edwall-Tyler, Elk, Fairfield, Green Bluff, Latah, Liberty Lake, Loon Lake, Medical Lake, Newman Lake, Reardan, Rockford, Spangle, Spokane, Sprague, Springdale
Springdale	5	Deer Park, Spokane, Springdale
Sumner	2	Auburn, Buckley, Enumclaw, Orting, Puyallup, South Prairie, Sumner, Tacoma
Tacoma	2	Tacoma rate area, Arletta, Eatonville, Fox Island, Gig Harbor, Graham, Lakebay, Orting, Puyallup, Rainier, Roy, South Prairie, Sumner, Tacoma, Tacoma Waverly, Yelm
Touchet	3	Touchet, Walla Walla, Stateline, OR
Vancouver	2	Amboy, Battle Ground, Camas-Washougal, LaCenter, Ridgefield, Vancouver, Woodland, Yacolt
Waitsburg	4	Dayton, Waitsburg, Stateline, OR
Walla Walla	3	Dayton, Eureka, Prescott, Touchet, Waitsburg, Walla Walla, Milton-Freewater, Stateline, OR.
Warden	4	Moses Lake, Warden
Winlock	4	Chehalis, Centralia, Toledo, Winlock
Yakima	2	Cowiche, Harrah, Naches, Nile, Rimrock/White Pass, Selah, Teiton, Toppenish, Wapato, White Swan, Yakima, Zillah

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.4 Local Exchange Service

2.4.1 General

The Company offers Basic Local Service to customers seeking basic local exchange services. Voice Mail and other Custom Calling Features are available to Basic Local Service customers by selecting such services a la carte.

The Company provides Customers with the option of obtaining a Primary Line and Secondary Line per account:

A. Primary Line

The initial residential local exchange access line per account.

B. Secondary Line

The second or additional residential local exchange access line, billed to the same address as the Primary Line, the Secondary Line will share the monthly call allowance with the Primary Line. The Secondary Line does not automatically include or share any Custom Calling Features. Feature Packages may be purchased separately.

Should a Customer with both lines opt to disconnect the Primary Line, the remaining Secondary Line will automatically convert to a Primary Line with all features and functionality of such, and at the Primary Line monthly recurring rate.

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.5 Local Dialtone Service****2.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas listed in Section 2.3. Local dialtone service allows customers to initiate and terminate calls within their local calling areas.

2.5.2 Rates

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$49.95*
	Secondary Line	\$49.95*

* Includes first monthly payment

B.	Initial Monthly Rate	
	Primary Line	\$39.95**
	Secondary Line	\$39.95**

** Applies to invoices for 2nd through 5th Month after Service Connection

C.	Monthly Rate	
	Primary Line	\$34.95***
	Secondary Line	\$34.95***

** Applies to all invoices following 5th Month after Service Connection

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.6 Basic Local Service Package

2.6.1 General

Basic Local Service Package provides customers with local dialtone service and includes the Customer Calling features listed below:

Caller ID – Allows a Customer to see a caller’s number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company.

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

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.

2.6.2 Rates

A.	Service Connection Fee, one-time charge per line:	
	Primary Line	\$59.95*
	Secondary Line	\$59.95*

* Includes first monthly payment

B.	Initial Monthly Rate	
	Primary Line	\$49.95**
	Secondary Line	\$49.95**

** Applies to invoices for 2nd through 5th Month after Service Connection

C.	Monthly Rate	
	Primary Line	\$44.95***
	Secondary Line	\$44.95***

** Applies to all invoices following 5th Month after Service Connection

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.7 Washington Telephone Assistance Program****2.7.1 Description**

The Washington Telephone Assistance Program (WTAP) is designed to help low income households afford access to local exchange telephone service. The program is only available to residential Customers who meet certain eligibility requirements and provides a discounted rate to those who qualify.

The Department of Social and Health Service (DSHS) and the Washington Utilities and Transportation Commission (WTUC) share responsibility for the program and both agencies have rules in place governing the program. (WAS 388-273 and WAC 480-122, respectively).

2.7.2 Eligibility Requirements

Certain qualifying residential Customers are eligible for service under the WTAP. To receive WTAP benefits, an applicant must:

- A. Be participating in at least one of the following programs:
 - 1. Temporary Assistance for Needy Families (TANF)
 - 2. State Family Assistance (SFA)
 - 3. General Assistance-Unemployable (GAU)
 - 4. Refugee Assistance
 - 5. Food Assistance
 - 6. Supplement Security Income (SSI)
 - 7. Medical assistance, including Medicare cost sharing programs
 - 8. Community Options Program Entry System (COPES)
 - 9. DSHS chore services (assistance to eligible adults in their home with household chore and other tasks.
- B. Be eighteen years of age or older, or if under eighteen, be the responsible head of household.
- C. Apply to the local exchange company that provides their flat telephone service.
- D. Have the lowest available flat rate service.
- E. Have the local telephone service billed in their name.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.7 Washington Telephone Assistance Program (Cont'd)

2.7.3 Terms and Conditions

WTAP benefits begin the date the applicant is approved for WTAP and continue through the next June 30th.

WTAP is limited to one (1) residential line per household and cannot be used for cell phones.

The deposit requirement waiver and discounted installation charge are available once per service year. Service year is defined as the period beginning July 1st and ending June 30th of the following calendar year.

2.7.4 Benefits

WTAP participants will receive:

- A. A waiver of any deposit requirements for local telephone service; and
- B. A \$8.00 statewide rate for the lowest grade of residential flat rate service; and
- C. Fifty percent (50%) discount, up to \$30.00, on the installation charge associated with installing the access line.

2.7.5 Restoration of Service

A restoration charge applies to the restoration of suspended or disconnected service and facilitating because of nonpayment of bills or other Customer cause and is payable at the time that the restoration of the suspended or disconnected service and facilities is arranged. Where service has been completely disconnected, installation and service order charges apply in addition to a Restoration of Service Charge.

	Nonrecurring Charge	
	<u>Business</u>	<u>Residence</u>
Per Occasion	\$35.00	\$49.00

B. Long Distance Charges

	Nonrecurring Charge	
	<u>Business</u>	<u>Residence</u>
Per Occasion	\$9.00	\$9.00

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.8 Custom Calling Features**

The features in this section are made available to Residential Customers on a per use basis. All features are provided subject to availability. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the per feature activation charge shown in the table below each time a feature is used by the Customer. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all or some uses in some cases.

2.8.1 Feature Descriptions

Call Forwarding – Fixed, Busy Line No Answer – This feature, when activated, redirects attempted terminating calls to another Customer-specified line. Call originating ability is not affected by Call Forwarding – Fixed, Busy Line No Answer. The calling party is billed for the call to the called number. If the forwarded leg of the call is chargeable, the Customer with the Call Forwarding – Fixed, Busy Line No Answer is billed for the forwarded leg of the call. Calls cannot be transferred to an International Direct Distance Dialing number.

Speed Calling – This feature allows a user to dial selected numbers by means of an abbreviated code. This feature is available in either an 8 number or a 30 number capacity. The Speed Calling list can only accommodate a number consisting of 15 digits or less.

Caller ID - Allows a Customer to see a caller's telephone number previewed on a display screen before the call is answered. Caller ID requires the use of specialized CPE not provided by the Company

Caller ID with Name – Allows a Customer to see a caller's name and number previewed on a display screen before the call is answered. Caller ID with Name requires the use of specialized CPE not provided by the Company.

Call Forwarding – A Customer activated feature that automatically transfers all incoming calls from the Customer's telephone number to another dialable telephone number until the Customer deactivates the feature. If forwarded to a long distance number the Subscriber will incur the long distance charges.

Call Trace – Allows a called party to initiate an automatic trace of the last call received. Call Trace is available on a usage basis only.

Call Blocking – Allows Customer to block calls from different telephone numbers. A screening list is created by Customer either by adding the last number associated with the line (incoming or outgoing) or by pre-selecting the telephone number to be blocked. Callers from such numbers hear an announcement that the calling party is not accepting calls and Customer's phone will not ring.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.8 Custom Calling Features (Cont'd)****2.8.1 Feature Descriptions (Cont'd)**

Call Waiting - Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

Call Waiting with Caller ID with Name – Call Waiting with Caller ID with Name provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in and allows a Customer to see a caller's name and number previewed on a display screen. This feature permits the Customer to place the first call on hold, answer the second call and then alternate between both calls.

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.

Call Return - Allows Customer to automatically dial the number of last incoming call, whether or not Customer answered phone.

Anonymous Call Rejection - Allows you to refuse calls from those who have blocked their numbers.

Repeat/Auto Dial – A feature that, when activated, automatically checks a busy number and when the line is free, rings the Customer back and completes the call.

Caller Identification Blocking: Allows the name and number of the calling party to be blocked from being transmitted when placing outbound calls.

Per Call Blocking: To activate per-call blocking, a Customer dials a special code prior to placing a call. Blocking will be activated for that outgoing call only. There is no charge for using per call blocking, and it is provided on an unlimited basis.

Per Line Blocking: When blocking is established on the line, it can be deactivated by dialing a code before each call. This one call unblock allows the name and/or number to be sent for that one call only. There is no charge for per line blocking.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.8 Custom Calling Features (Cont'd)

2.8.2 Rates

FEATURE	RATE	BILLED
Call Forwarding	\$0.50	Per use
Speed Calling	\$3.50	MRC
Caller ID	\$3.50	MRC
Caller ID with Name	\$5.50	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$3.50	MRC
Call Waiting with Caller ID with Name	\$5.50	MRC
Three Way Calling	\$3.50	MRC
Call Return	\$0.50	Per use
Anonymous Call Rejection	\$2.50	MRC
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use
Per Call Blocking	No charge	
Per Line Blocking	No charge	

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.9 Directory Assistance Services

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

2.9.1 Basic Directory Assistance

The rates specified following apply when Customers request Company assistance in determining telephone numbers of Customers who are located within the State.

A maximum of two (2) requested telephone numbers are allowed per call.

A. Exemptions

A business or residence main telephone exchange line may be registered for exemption from Directory Assistance charges where one of the users of the line is considered to be legally blind, visually or physically handicapped, or where the user's handicap prevents the dialing of a telephone in a conventional manner or permits only the dialing of "0." Requests for exemption must be accompanied by certification of the handicap. Acceptable certifications include those signed by a physician, issued by a state agency qualified to certify such handicaps or pre-existing certifications establishing visual or physical inability to use a directory such as those which qualify the handicapped person for an income tax exemption or social security benefits on the basis of blindness or physical disability or for use of the facilities of any agency for the blind.

B. Allowances

There are no call allowances for Directory Assistance Service.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.9 Directory Assistance Services (Cont'd)

2.9.2 Rates

A. Basic Directory Assistance

Direct dialed, per call	<u>Residence</u> \$0.75
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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.10 Busy Line Verification and Emergency Interrupt Service

Upon request of a calling party, the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption and is performed once the line status has been determined through the Busy Line Verification process.

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

	<u>Per Call</u>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.11 Directory Listing Service

2.11.1 General

The following rates and regulations apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.

A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.

Dual name listings are permitted as a regular directory listing for residential service.

Listing services are available with all classes of main telephone exchange service.

2.11.2 Listings

A. Primary Listing

One listing, termed the primary listing, is included with each exchange access line and each joint user.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.11 Directory Listing Service (Cont'd)

2.11.2 Listings (Cont'd)

B. Additional Listings

Additional listings may be the listings of individual names of the Customer and members of the Customer's household, tenants of residential Customers who lease the Customer's premises for less than one year and do not occupy the premises at the same time as the Customer, members of a firm, officers of a corporation, employees of the Customer or other persons associated in business with the Customer, a business which the Customer owns and cross reference and alternate number listings.

Ordinarily, all additional listings are of the same address and telephone number as the primary listings, except as provided for joint user and alternate number listings.

Special Types of Additional Listings include:

Duplicate Listings – A listing of another name by which the customer is known, such as a nickname, abbreviated name, a name commonly spelled in more than one way, and a name consisting of several words which the public commonly rearranges. The listing may be complete or in a cross-reference form.

Alternate Telephone Numbers – A listing which refers calling parties to another telephone number at certain hours or on certain days or in case no answer is received on the call to the primary number.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.11 Directory Listing Service (Cont'd)

2.11.2 Listings (Cont'd)

C. Nonpublished Service

The telephone numbers of nonpublished service are not listed in either the Company's alphabetical directory or Directory Assistance records available to the general public.

Incoming calls to nonpublished service will be completed by the Company only when the calling party places the call by number, and no exception will be made, nor will the Customer be called to determine whether he/she wishes to receive the call, even though it appears that the calling party desires the connection because of an emergency.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

D. Nonlisted Service

Nonlisted service means the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

The Company is not responsible for any claims made or liability arising from failure to receive calls because of this arrangement.

The Subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nonlisted service.

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)

2.11 Directory Listing Service (Cont'd)

2.11.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00
Additional Listings	
Residence	\$0.75
Nonpublished Service	
Residence	\$1.50
Nonlisted Service	
Residence	\$1.00
Alternate Listings	
Residence	\$0.75

SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.12 Carrier Presubscription****2.12.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an intraLATA or interLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

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SECTION 2 – SERVICES, LOCATION, PRICES AND CHARGES (CONT'D)**2.13 Toll Restriction Service**

Provides for Exchange Access lines or trunks to be restricted from dialing billable toll calls. Directly dialed calls to 700/900 services and operator dialed calls billed to the line are not allowed. This arrangement does allow Calling Card calls, Collect calls, Third Number calls, and direct dialed calls to 911, Directory Assistance and Toll Free services. This service is available where facilities permit.

2.13.1 Rates

	<u>Residence</u>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

*For nonrecurring charges associated with Toll Restriction Service, see Section 2 of this tariff.

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SECTION 3 - RULES AND REGULATIONS**3.1 Adoption of Rules or Regulatory Authorities**

The rules regulating Competitive Classified Companies presubscribed by the Commission are adopted and by this reference are made a part of this Price List unless otherwise waived by order of the Commission.

3.2 Undertaking of the Company**3.2.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission between points within the State of Washington.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

3.2.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.1 Undertaking of the Company (Cont'd)****3.2.3 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E.** Service may be terminated upon written notice to the Customer if:
 - 1.** the Customer is using the service in violation of the tariff; or
 - 2.** the Customer is using the service in violation of the law.
- F.** This tariff shall be interpreted and governed by the laws of the State of Washington regardless of its choice of laws provision.
- G.** Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H.** To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.1 Undertaking of the Company (Cont'd)****3.2.4 Limitations on Liability**

- A.** Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including, but not limited to, mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services; or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.6, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C.** The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- 1.** Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - 2.** Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - 3.** Any unlawful or unauthorized use of the Company's facilities and services;
 - 4.** Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.1 Undertaking of the Company (Cont'd)****3.2.4 Limitations on Liability (Cont'd)****D. (Cont'd)**

5. Breach in the privacy or security of communications transmitted over the Company's facilities;
6. Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph A. of this Subsection 2.1.4;
7. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof not due to negligence;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any acts or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

E. The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

F. The Company makes no EXPRESS warranties or representations, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

G. Failure by the Company to assert its rights pursuant to one provision of this rate sheet does not preclude the Company from asserting its rights under other provisions.

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SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.1 Undertaking of the Company (Cont'd)****3.2.4 Limitations on Liability (Cont'd)**

H. Directory Errors – In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

I. With respect to Emergency 911 Service:

1. This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person for any personal injury 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 by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, of (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.
2. Neither is the Company responsible for any infringement, nor 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 emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, 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 emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, its users, agencies or municipalities, or the employees or agents of any one of them.
3. When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local government authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.2 Undertaking of the Company (Cont'd)****3.2.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

3.2.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any customer.
- B.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, 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.
- C.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E.** The Customer shall be responsible for the 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 other party other than the Company, including, but not limited to, the Customer.

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.2 Undertaking of the Company (Cont'd)****3.2.6 Provision of Equipment and Facilities (Cont'd)**

F. The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

- (1) the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- (2) the reception of signals by Customer-provided equipment.

3.2.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional hours may apply.

3.2.8 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 that 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.

SECTION 3 - RULES AND REGULATIONS (CONT'D)

3.2 Undertaking of the Company (Cont'd)

3.2.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.3 Prohibited Uses**

- 3.3.1** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 3.3.2** The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.
- 3.3.3** The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- 3.3.4** A customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.4 Obligations of the Customers****3.4.1 General**

The Customer is responsible for making proper application for service; placing any necessary order, complying with tariff regulations; payment of charges for services provided. Specific Customer responsibilities include, but are not limited to the following:

- A. the payment of all applicable charges pursuant to this tariff;
- B. damage to or loss of the Company's facilities or equipment caused by the acts of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C.). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- E. providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., asbestos) prior to any construction or installation work;
- F. complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein removing the facilities or equipment of the Company;

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SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.4 Obligations of the Customers (Cont'd)****3.4.1 General (Cont'd)**

- G.** not creating, or allowing to be placed, any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

3.4.2 Liability of the Customer

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in A., preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other rate sheet of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.5. Customer Equipment and Channels****3.5.1 General**

A User may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

3.5.2 Station Equipment

- A.** Terminal equipment on the User's Premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the User. The User is responsible for the provision of wiring or cable to connect its terminal equipment to the Company Point of Connection.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 3 - RULES AND REGULATIONS (CONT'D)**3.5. Customer Equipment and Channels (Cont'd)****3.5.3 Interconnection of Facilities**

- A.** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communication Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- B.** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C.** Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D.** Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

3.5.4 Inspections

- A.** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2A. for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B.** If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.