

inContact, Inc. d/b/a UCN, Inc.
PSC No. 1 – June 5, 2015

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inContact, Inc. d/b/a UCN, Inc.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO COMMUNICATIONS SERVICES WITHIN
THE STATE OF NEW YORK

Applicable in New York State

NOTE: inContact, Inc. d/b/a UCN, Inc., PSC No. 1 – Telephone supersedes, in its entirety, UCN, Inc.'s New York PSC No. 3, currently on file.

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

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CONTACTING THE PUBLIC SERVICE COMMISSION

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

A. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,
1-800-662-1220 for Hearing/Speech Impaired: TDD or,
518-472-8502 for fax

B. Online:

<http://www.dps.ny.gov/complaints.html> or,

C. By Mail:

NYS Department of Public Service
Office of Consumer Services
3 Empire State Plaza
Albany, NY 12223-1350

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EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below:

- (C) Indicates Changed Regulation
- (D) Indicates Discontinued Rate or Regulations
- (I) Indicates Rate Increase
- (M) Indicates Move in Location of Text
- (N) Indicates New Rate or Regulation
- (R) Indicates Rate Reduction
- (T) Indicates Change of Text Only

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APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by inContact, Inc. d/b/a UCN, Inc., hereinafter referred to as the Company, to Customers within the state of New York. inContact, Inc. d/b/a UCN, Inc.'s services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This tariff is on file with the New York Public Service Commission. In addition, this tariff is available for review at the main office of inContact, Inc. d/b/a UCN, Inc. at 7730 South Union Park Avenue, Suite 500, Midvale, Utah 84047.

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TARIFF FORMAT

A. Leaf Numbering - Leaf numbers appear in the upper right corner of the page and are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a letter is added. For example, a leaf added between Leaf 14 and 15 would be 14.A.

B. Leaf 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 NYPS. For example, the 4th revised Leaf 14 cancels the 3rd revised Leaf 14. Because of various suspension periods, deferrals, etc. the NYPS follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff pages in effect. Consult the check page 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).

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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 and features 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 included 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 of all of a payment required before the start of service.

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 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 exchange telephone company which automatically identifies the local exchange line from which a call originates.

Commission - New York State Public Service Commission.

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

Company - inContact, Inc. d/b/a UCN, Inc., the issuer of this tariff.

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SECTION 1 - DEFINITIONS (Cont'd)

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

Customer Premises - A location designated by the Customer for the purpose of connecting to the Company's service

Customer Terminal Equipment- Terminal equipment provided by the Customer.

Deposit - Refers to a 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 rout 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.

inContact, Inc. d/b/a UCN, Inc. - inContact, Inc. d/b/a UCN, Inc., issuer of this tariff.

ICB - Individual Case Basis.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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SECTION 1 - DEFINITIONS (Cont'd)

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 Tariff 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 Tariff, 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 Tariff or by applicable law.

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

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

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.

Non-Recurring Charges ("NRC") - The initial charge, usually assessed on a one-time basis, to initiate and to establish service.

PBX - Private Branch Exchange.

PIN - Personal Identification Number. See Authorization Code.

Point of Presence ("POP") - Point of Presence.

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

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SECTION 1 - DEFINITIONS (Cont'd)

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

Service Order - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

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 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 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 connection 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, Inc. 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 LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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 tariff.

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SECTION 2 - REGULATIONS

2.1 Undertaking of the Company

2.1.1 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 New York.

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.

2.1.2 Shortage or 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.

2.1.3 Terms and Conditions

- A. Service is provided on the basis of a minimum period of at least thirty days (30), 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.

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SECTION 2 - REGULATIONS (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- B.** Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specified 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 required 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 this 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 New York 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.3 Terms and Conditions (Cont'd)

- 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.

2.1.4 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 2.7.
- B.** Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, 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 or 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 result 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

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;

.5 Breach in the privacy or security of communications transmitted over the Company's facilities.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

D. (Cont'd)

- .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;
- .8** Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- 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 warranties or representations, EXPRESS OR IMPLIED, 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.
- 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

I. With respect to Emergency Number 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, conditions, 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 or any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, conditions, 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, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

SECTION 2 - REGULATIONS (Cont'd)

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2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

I. With respect to Emergency Number 911 Service (Cont'd)

- .3** When a Customer with a nonpublished telephone number, as defined herein, places a call to 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 governmental authority. By subscribing to service under this rate sheet, the Customer acknowledges and agrees with the release of information as described above.

2.1.5 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.

2.1.6 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.6 Provision of Equipment and Facilities (Cont'd)

- 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 other 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 party other than the Company, including but not limited to the Customer.
- 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.1 Undertaking of the Company (Cont'd)

2.1.7 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 charges may apply.

2.1.8 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 not 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 2 - REGULATIONS (Cont'd)

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2.1 Undertaking of the Company (Cont'd)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.4 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligation of the Customer

2.3.1 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 or 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 negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, a 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;

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2.3 Obligation of the Customer (Cont'd)

2.3.1 General (Cont'd)

- 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;
- 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.3 Obligation of the Customer (Cont'd)

2.3.2 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 interruptions 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 and not by any negligent or intentional act or omission of the other Customer or user and not by any 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 2 - REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels

2.4.1 General

A User may transmit or receive information or signals via the facilities of the Company. The Company's service 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.

2.4.2 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 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.

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SECTION 2 - REGULATIONS (Cont'd)

2.4 Customer Equipment and Channels (Cont'd)

2.4.3 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 Service may be connected to the services of 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 of interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 6.9.2(m), Code of Federal Regulations (1992 edition).

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2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspection

- 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 2.4.2.A. for the installation, operation, and maintenance of Customer-provided facilities, 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 actions as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify then notify the Customer promptly if there is any need for further corrective. 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.

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2.5 Payment Arrangements

2.5.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring charges.

2.5.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.

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2.5 Payment Arrangements (Cont'd)

2.5.2 Billing and Collection of Charges (Cont'd)

- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. If any portion of the payment is not received by the Company, or if any portion of the payment is received by the Company in funds that are not immediately available, within twenty (20) days of the mail date on the bill, then a late payment penalty shall be due the Company. The late payment penalty shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5%. Late payment charges do not apply to government agencies of the State of New York. These agencies are required to make payment in accordance with the provisions of Article XI-A of the State Finance Law (Chapter 153 of the Laws of 1984).
- F. Business customers will be assessed a charge of twenty dollars (\$20.00) and residential customers a charge of ten (\$10.00) for each check submitted by the Customer to the Company that a financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.5.7 following and later restored, restoration of service will be subject to all applicable installation charges.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.3 Customer Overpayments

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company received the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate of the Company's applicable late payment rate.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by Company.

2.5.4 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within 90 days of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless the disputed invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the New York Public Service Commission, Three Empire State Plaza, Albany, New York 12223.

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2.5 Payment Arrangements (Cont'd)

2.5.4 Disputed Bills (Cont'd)

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

2.5.5 Advance Payments

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facilities. The advance payment will be applied to the first full billing cycle statement and additional one (1) month advance payment will be required for each subsequent month. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit. The Company will not condition service upon payment in advance for any person it knows to be a recipient of public assistance, supplemental security income, or additional state payments.

2.5.6 Deposits

The Company does not collect Customer Deposits.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service

A. Suspension of Termination for NonPayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- .1 Termination shall be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- .2 Suspension will not be made until at least 8 days after written notification has been mailed to the Customer and 20 days before the termination notice.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM Monday through Thursday and between the hours of 8:00 AM and 3:00 PM on Friday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 2nd.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service (Cont'd)

B. Exception to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- .1 Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- .2 Nonpayment for service for which a bill has not been rendered;
- .3 Nonpayment for services which have not been rendered;
- .4 Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures are in accordance with the Public Service Commission Rules and Regulations contained in Part 609 of 16 NYCRR.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so.

- .5 Nonpayment of backbilled amounts.

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2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service (Cont'd)

C. Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- .1 The Company has verified, in a manner approved by the Public Service Commission, that payment has not been received at any office of the Company or at office of an authorized collection agent through the end of the period indicated in the notice; and
- .2 The Company has checked the Customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the Customer's account as of the opening of business on that day.

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2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service (Cont'd)

D. Termination for Cause Other Than Nonpayment

.1 General

The Company, after notice in writing to the Customer and after having given the Customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the Customer(s) premises under the following conditions:

- a. In the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the Customer of the rules and regulations governing the facilities and service furnished, or
- b. If, in the judgment of the Company, any use of the facilities or service by the Customer may adversely affect the Company's personnel, plant, property, or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur,
- c. In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company; or
- d. In the event that service is connect for a Customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the Customer satisfies the indebtedness within 20 days after written notification.

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2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service (Cont'd)

D. Termination for Cause Other Than Nonpayment (Cont'd)

.2 Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

- a. The use of facilities of service of the Company without payment of Tariff charges;
- b. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such a manner as to harass, frighten, abuse or torment such other person or persons;
- c. The use of profane or obscene language;
- d. The use of the service in such a manner such that it interferes with the service of other Customers or prevents them from making or receiving calls;
- e. The use of a mechanical dialing device or recorded announcement equipment to seize a Customer's line, thereby interfering with the Customer's use of the service; or
- f. Permitting fraudulent use.

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SECTION 2 - REGULATIONS (Cont'd)

2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service (Cont'd)

D. Termination for Cause Other Than Nonpayment (Cont'd)

.3 Abandonment or Unauthorized Use of Facilities

- a. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
- b. In the event that Telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same Customer at the same location:
 - No charge shall apply for the period during which service had been terminated, and
 - Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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2.5 Payment Arrangements (Cont'd)

2.5.7 Discontinuance of Service (Cont'd)

D. Termination for Cause Other Than Nonpayment (Cont'd)

.4 Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the Customer may require termination of a Customer's service until such time as new arrangements can be made. No charges will be assessed the Customer while service is termination, and no connection charges will apply when the service is restored.

E. Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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2.5 Payment Arrangements (Cont'd)

2.5.8 Cancellation of Application for Service

- A. Application for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced. Such charge will be deducted from any Advance Payment collected as part of the Application for Service. The company will reimburse Customers based on the following: customers whose Service Orders have not yet been processed will receive a complete refund; those whose Service Orders are in process will receive a 50% credit; Service Orders that have completed are not eligible for a refund.
- C. Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D. The special charges described in 2.5.8.C. will be calculated and applied on a case-by-case basis.

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2.5 Payment Arrangements (Cont'd)

2.5.9 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6 Allowances for Interruption in Service

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.6.1 General

- A. A credit allowance will be give when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of failure of a component furnished by the Company under this rate sheet.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative, and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is inoperative.
- C. If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for service, facility or circuit considered by the Company to be impaired.

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.1 General (Cont'd)

- D.** 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 party other than the Company, including, but not limited to the Customer.

2.6.2 Limitations and Allowances

No credit allowances will be made for any interruption in service:

- A.** Due to the negligence of or the noncompliance with the provisions of this rate sheet by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.6.3), or utilize another service provider;

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.2 Limitations of Allowances (Cont'd)

- F. During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G. That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H. That was not reported to the Company within thirty (30) days of the date that service was affected.

2.6.3 Use of Another Means of Communications

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

2.6.4 Application of Credits for Interruptions in Service

- A. Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- B. For calculating credit allowances, every month is considered to have thirty (30) days.
- C. A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.4 Application of Credits for Interruptions in Service (Cont'd)

D. Interruption of 24 Hours or Less

Length of Interruption	Amount of Service To Be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but no including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but no including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

E. Interruptions Over 24 Hour and Less than 72 Hours

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

F. Interruption Over 72 Hours

Interruptions over 72 hours will be credited 2 days for each full 24-hr period. No more than thirty (30) days credit will be allowed for any one month period.

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2.6 Allowances for Interruption in Service (Cont'd)

2.6.5 Cancellation for Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of 8 hours or more or cumulative service credits equaling 16 hours in a continuous 12-month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

2.7 Use of Customer's Service by Others

2.7.1 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the designated Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

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2.8 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates service before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.6.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.5.2.

2.8.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. All unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. Any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. All Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. Minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.9 Customer Responsibility

A. Cancellation by Customer

Customer may cancel service verbally or in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customer that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

2.10 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

2.10.1 To any subsidiary, parent company or affiliate of the Company; or

2.10.2 Pursuant to any sale or transfer of substantially all the assets of the Company; or

2.10.3 Pursuant to any financing, merger or reorganization of the Company

2.11 Customer Liability for Unauthorized Use of the Network

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this rate sheet.

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network

A. The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.

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2.11 Customer Liability for Unauthorized Use of the Network (Cont'd)

2.11.1 Customer Liability for Fraud and Unauthorized Use of the Network (Cont'd)

- B.** A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this rate sheet, unless due to the negligence of the Company. 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.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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SECTION 2 - REGULATIONS (Cont'd)

2.12 Notices and Communications

- 2.12.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that the company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.4** The Company and the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.13 Taxes, Fees and Surcharges

The Customer is responsible for the payment of any sales, use, gross receipts, excise, access, or other local, state, and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income, imposed on or based upon the provision, sale or use of services. Any taxes imposed by a local jurisdiction (e.g., county and municipal taxes) will only be recovered from those Customers located in the affected jurisdiction.

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SECTION 2 - REGULATIONS (Cont'd)

2.13 Taxes, Fees and Surcharges (Cont'd)

2.13.1 Surcharge for State Gross Income and Gross Earnings Taxes

A monthly surcharge to recover the additional expenses related to the State Gross Income and Gross earnings Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rates for local coin calls. The applicable Gross Revenue Surcharge rates are shown in the Rate Schedule at the end of this tariff. Any changes to these rates will be filed on 15 days' notice to Customers and the Commission, and as directed by the Commission. Whenever the state levies a new tax on the Company's gross revenues, repeals such a tax, or changes to rate of such a tax, the Commission may approve new surcharge factors, and the Company will file a revised rate schedule as directed or approved by the Commission.

2.13.2 Village or Municipal Surcharge on Local Utility Gross Revenue Taxes

In certain cities and villages a municipal surcharge related to the Local Utility Gross Revenue Taxes applies to the recurring and nonrecurring rates and charges for all intrastate service except returned check charges, late payment charges and rats for local coin calls. the percentage rate of the surcharge in each locality where such a surcharge applies is listed in the Rate Schedule at the end of this tariff.

The surcharge rate schedule shall be filed at least fifteen business days before the effective date. The effective date of the rate schedule shall not be prior to the effective date of the surcharge and no sooner than the date when the tax enactment is filed with the Secretary of State. The surcharge shall be applicable to bills subject to the tax enactment that are rendered on or after the effective date of the rate schedule. If the tax enactment either ceases to be effective or is modified so as to reduce the tax rate, the surcharge will be changed accordingly within 5 business days.

Introduction, cancellation, or modification of a surcharge will be effective on the date of the Customer's first bill rendered after the effective date of the change.

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2.14 Miscellaneous Provisions

2.14.1 Telephone Number Changes

Whenever any Customer's telephone number is changed after a directory is published, the Company shall intercept all calls to the former number for at least one hundred and twenty (120) days and give the calling party the new number provided existing central office equipment will permit, and the Customer so desires.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing and if all charges against the account are paid or assumed by the new Customer.

2.14.2 Maintenance and Operations Records

Records of various tests and inspections, to include non-routine corrective maintenance actions or monthly traffic analysis summaries for network administration, necessary for the purposes of the Company or to fulfill the requirements of Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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2.15 Additional Provisions Applicable to Business Center

2.15.1 Application of Rates

- .1 Business rates apply to service furnished:
 - a. In office buildings, stores, factories and all other places of a business nature;
 - b. In hotels, apartment houses, clubs and boarding and rooming houses except when service within the Customer's domestic establishment and no business listings are provided; colleges, hospitals and other institutions; and in churches except when service is provided to an individual of the clergy for personal use only and business service is already established for the church at the same locations;
 - c. At any location when the listing or public advertising indicates a business or a profession;
 - d. At any location where the service includes an extension which is at a location where business rates apply unless extension is restricted to incoming calls;
 - e. At any location where the Customer resells or shares exchange service.
- .2 The use of business facilities and service is restricted to the Customer, Customers, agents and representatives of the Customer, and joint users.

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2.16 Additional Provisions Applicable to Business Customers

2.16.1 Telephone Number Changes

When a business Customer requests a telephone number change, the referral period for the disconnected number is 180 days.

The Company reserves all rights to the telephone numbers assigned to any Customer.

When service in an existing location is continued for a new Customer, the existing telephone number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the Customer is delinquent in payment, in which case the Company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the Customer.

2.16.2 Dishonored Checks

If a business Customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

2.16.3 Deposits

Deposits will be returned to a business Customer upon cancellation of service or after one year, whichever event occurs first, unless the customer is delinquent in payment, in which case the company will continue to retain the deposit until the delinquency is satisfied. If a service is involuntarily discontinued, the deposit is applied against the final bill, and any balance is returned to the business Customer.

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2.17 Additional Provisions Applicable to Residential Customers

2.17.1 Application of Rates

Residential rates apply to service furnished in private homes or apartment (including all parts of the Customer's domestic establishment) for domestic use. Residential rates also apply in college fraternity or sorority houses, convents and monasteries, and to the clergy for domestic use in residential quarters.

Residential rates do not apply to service in residential locations if the listing indicates a business or profession. Residential rates do not apply to service furnished in residential locations to a business location unless the extension line is limited to incoming calls.

The use of residential service and facilities is restricted to the Customer, members of the Customer's domestic established, and joint users.

2.17.2 Telephone Number Changes

When a residential Customer requests a telephone number change, the referral period for the disconnected number is 90 days.

The Company reserves all rights to any number assigned to a Customer for local service.

When service in an existing location is continued for a new Customer, the existing number may be retained by the new Customer only if the former Customer consents in writing, and if all charges against the account are paid or assumed by the new Customer.

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2.17 Additional Provisions Applicable to Residential Customers (Cont'd)

2.17.3 Installment Billing For Nonrecurring Charges

A residential Customer may elect to pay service connection and other nonrecurring charges associated with a service order in monthly installments for up to a 12 month period. When installment billing is requested, all nonrecurring charges associated with a given service order will be included in the calculation of the monthly installment.

Installment billing is subject to the following restrictions:

- .1 Installment billing may be used only by residential Customers.
- .2 Charges will be billed in the number of installments of equal dollar amounts as requested by the Customer up to a maximum of 12 installments over the course of 12 months;
- .3 A Customer may not pay a portion of the charges and then request installment billing for the remaining charges;
- .4 More than one installment plan may be in effect for the same Customer at the same time;
- .5 If a Customer disconnects service during the installment payment period, all unbilled charges will be included in the final bill rendered;
- .6 A Customer may elect to pay the unbilled charges before the expiration of the installment plan;
- .7 Installment billing payments will continue even when an account is temporarily suspended;
- .8 No interest or carrying charges will be applied to the outstanding balance during the installment period.

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2.17 Additional Provisions Applicable to Residential Customers (Cont'd)

2.17.4 Adjustment Payment Schedule

A Customer on a fixed income (e.g., pension and public assistance) shall be offered the opportunity to pay his or here bills on a reasonable schedule that is adjusted for the periodic receipt of income.

2.17.5 Suspension or Termination for Nonpayment

- .1 Suspension/termination notices may not be issued until at least 25 days after the date of the bill. Bills must be mailed to the Customer no later than 6 business days after the date of the bill.
- .2 After issuing the written notification in accordance with the terms of this Tariff, at least one attempt shall be made during the non-working hours to contact the residential Customer by telephone before the scheduled date of suspension/termination.
- .3 Suspension/termination may occur only between the hours of 8 a.m. and 4 p.m. Monday through Thursday, and between the hours of 8 a.m. and 3 p.m. on Friday, provided that such day or the following day is not a public holiday or a day on which the main office is closed. In addition, service may not be disconnected during the periods of December 23 through the 26 and December 30 through January 2.
- .4 Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the Customer does not pay the undisputed portion after being asked to do so. Suspended or terminated residential service shall be reconnected within 24 hours following payment or within 24 hours of the end of circumstances beyond the Company's control which delay the reconnection. The Commission may direct that service be reconnected in less than 24 hours.

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2.17 Additional Provisions Applicable to Residential Customers (Cont'd)

2.17.6 Deferred Payment Agreements

Service will not be suspended or terminated unless the Customer has been advised that a deferred payment plan can be arranged. An existing residential Customer with three or more months service and for whom service has not been terminated for nonpayment is eligible for Deferred Payment Arrangements (DPA). The Company must offer an eligible Customer a DPA in accordance with the Commission's Order in Case 90-C-1148 issued on August 27, 1992. Final notice of suspension/termination will advise the Customer of deferred payment arrangements and will include, in bold print, a notice that assistance in reaching an agreement may be obtained from the Commission. The PDA notice will be mailed no less than six days before termination of total service.

A Deferred Payment Agreement will be for a period agreed to by both the Customer and the Company.

If the Company believes that the Customer has the resources to pay the bill, it shall notify both the Customer and the Commission in writing of the reasons for its belief. The Commission shall make the final determination as to whether a PDA should be provided. A Customer with medical emergencies and a Customer who is elderly, blind or disabled shall be exempt from such eligibility criteria.

2.17.7 Dishonored Checks

When a check received from a residential Customer is dishonored, the Company shall make two attempts, one outside of normal business hours, to contact the Customer within 24 hours. The Customer shall be given an additional 24 hours to pay before suspension/termination. The additional notice will be given provided that the Customer has not submitted a dishonored check within the past 12 months.

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2.17 Additional Provisions Applicable to Residential Customers (Cont'd)

2.17.8 Suspension or Termination - Abandonment

Suspension/termination of residential service for abandonment or unauthorized use may occur only after the Company makes a reasonable attempt to determine occupancy or authorized use, or the Customer takes reasonable steps to prevent unauthorized use. A notice must be sent to the Customer five days before such suspension or termination. The notification requirement is waived when previous mailings are returned by the Post Office or the Company is advised that a new Customer has moved into the locations.

2.17.9 Suspension or Termination - Medical Emergencies

In the event of a medical emergency as defined in 16NYCRR, Sec. 609.5, an additional 30 days will be allowed for a residential Customer before suspension or termination. A medical certificate as defined in 16NYCRR, Sec. 609.5, must be supplied. The medical emergency status may be extended beyond 30 days upon submission of specified documentation. During the emergency, the Customer will be able to defer payment of monthly charges up to an amount specified by the Commission until the emergency ceases or it is determined that the Customer has the ability to pay the charges. Charges in any month in excess of the amount specified are due by the due date of the bill.

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2.17 Additional Provisions Applicable to Residential Customers (Cont'd)

2.17.10 Suspension or Termination - Elderly, Blind or Disabled

An additional 20 days will be allowed before suspension or termination may occur when:

- a) the Customer is known to or identified to the Company as being blind or disabled, as defined in 16NYCRR, Sec. 609.5; or
- b) the Customer is 62 years of age or older, and all other residents of the Customer's household are: under 18 years of age, over 62 years of age, blind or disabled.

In cases where services has been suspended or terminated and the Company subsequently learns that the Customer is entitled to the protection established herein, the Company shall within 24 hours of such notification restore service for an additional 20 days and make a diligent effort to contact a person or adult resident at the Customer's premises for the purpose of devising a payment plan.

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2.17.11 Backbilling for Residential Customers

The Company shall not charge a residential Customer for previously unbilled service or adjust upward a bill previously rendered when the period for the unbilled service or billing adjustment is more than 24 months prior to the mailing of the bill or the upward adjustment for service to the residential Customer unless the culpable conduct of the Customer caused or contributed to the failure of the Company to render timely or accurate billing. If the Customer is liable for any service and the delay in billing was not due to the culpable conduct of the Customer, the Company shall explain the reason for the late billing and shall advise the Customer that suspension/termination of service is not permitted for nonpayment of charges billed in excess of six months after the service was provided and that payments may be made under an installment payment plan. Any such installment plan will be consistent with the Customer's ability to pay and for a reasonable period of time shall not be less than one month for each month represented by the late-billed charges, unless otherwise agreed to by the Customer. If requested by the Customer, the explanation for the late billing and the installment payment plan will be provided in writing. An adjustment to increase previously rendered bills more than 6 months after the time service was provided shall be made within 4 months of the final resolution of the billing dispute.

2.18 Flexible Pricing

2.18.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to Customers and the Public Service Commission.

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2.18 Flexible Pricing (Cont'd)

2.18.2 Conditions

- .1 The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- .2 Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notifications will be made in a manner appropriate to the circumstances involved.
- .3 A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- .4 A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

2.19 Automatic Number Identification

2.19.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by tariff, to any entity (ANI recipient), only under the following terms and conditions.

- .1 The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring, network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction or for performing a service directly related to the telephone subscriber's original call or transaction.

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SECTION 2 - REGULATIONS (Cont'd)

2.19 Automatic Number Identification (Cont'd)

2.19.1 Regulations (Cont'd)

- .2 The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established Customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- .3 The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.
- .4 The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient
- .5 Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such times as the Commission received written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 hour period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

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SECTION 2 - REGULATIONS (Cont'd)

2.20 Schools and Libraries Discount Program

2.20.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in the Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 10 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on a n eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A school's level of economic disadvantage will be determined by the percentage of its students and eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility for the national school lunch program or federally approved alternative measures to determine its level of economic disadvantage. To be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules. Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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SECTION 2 - REGULATIONS (Cont'd)

2.20 Schools and Libraries Discount Program (Cont'd)

2.20.2 Regulations

- .1 Obligation of eligible schools and libraries
 - a. Request for service
 - (1) Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
 - (2) Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
 - (3) Service requested will be used for educational purposes.
 - (4) Services will not be sold, resold or transferred in consideration for money or any other thing of value.

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SECTION 2 - REGULATIONS (Cont'd)

2.20 Schools and Libraries Discount Program (Cont'd)

2.20.2 Regulations (Cont'd)

- .2 Obligations of the Company
 - a. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
 - b. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situation nonresidential customers for similar services (lowest corresponding price).
 - c. In competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specified flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

2.20.3 Discounted Rates for Schools and Libraries

- .1 Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- .2 The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or Consortia.
- .3 The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- .4 The discount matrix for eligible schools, libraries and consortia is included as an attachment to this tariff.

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SECTION 2 - REGULATIONS (Cont'd)

2.21 Health Care Providers Support Program

2.21.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunication services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 91-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

2.21.2 Regulations

- .1 To be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- .2 Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- .3 Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- .4 Responsibility of eligible health care providers
 - a. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.

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SECTION 2 - REGULATIONS (Cont'd)

2.21 Health Care Providers Support Program (Cont'd)

2.21.2 Regulations (Cont'd)

- .4 Responsibility of eligible health care providers (Cont'd)
 - b. Rural health care providers and consortia shall submit requests for service to the program Administered, as designated by the FCC, and follow establishment procedures.
 - c. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
 - d. A health care provider that cannot obtain toll free access to an Internet service provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
 - e. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.
- .5 Responsibility of the Company
 - a. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1. preceding.
 - b. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
 - c. In competitive bidding situation, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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SECTION 2 - REGULATIONS (Cont'd)

2.21 Health Care Providers Support Program (Cont'd)

2.21.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph 3, which shall be available to all eligible health care providers, regardless of location:

- .1 A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provider over the same distance in the nearest city in New York State with a population of at least 50,000.
- .2 An exemption from some mileage charges for any telecommunication services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- .3 Each eligible health care provider that cannot obtain toll free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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SECTION 2 - REGULATIONS (Cont'd)

2.22 Toll Free Services

- 2.22.1** The Company will make every effort to reserve toll free (i.e., “800/888”) vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.22.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.22.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.22.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (3) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 2 - REGULATIONS (Cont'd)

2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority

2.23.1 General

- A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support the national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crises which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "service Vendor Handbook for the Telecommunication Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) Program" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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SECTION 2 - REGULATIONS (Cont'd)

2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.1 General (Cont'd)

- B.** The TSP program has two components, restoration and provisioning.
- .1 A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
 - .2 A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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SECTION 2 - REGULATIONS (Cont'd)

2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.2 TSP Request Process

A. Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- .1 Determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories:

National Security Leadership
National Security Posture and U.S. Population Attack Warning
Public Health, Safety, and Maintenance of Law and Order
Public Welfare and Maintenance of National Economic Posture

- .2 Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- .3 Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://www.dhs.gov/telecommunications-service-priority-tsp>).

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SECTION 2 - REGULATIONS (Cont'd)

2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.2 TSP Request Process (Cont'd)

A. Restoration (Cont'd)

- .4 For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contract the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- .5 Submit the SF 315 to the OPT.
- .6 Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.2 TSP Request Process (Cont'd)

B. Provisioning

To Request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2.22.1.A above for restoration priority assignment except for the following differences. The user should:

Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2.22.2.A.1 above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.

Verify that the Company cannot meet the service due date without a TSP assignment.

Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.23.3 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignment. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).

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SECTION 2 - REGULATIONS (Cont'd)

2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.3 Responsibilities of the End-User (Cont'd)

- C. Accept TSP services by the service due dates.
- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusual services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/ES service information and resolution of any identified discrepancies) and revalidation.

2.23.4 Responsibilities of the Company

The Company will perform the following:

- A. Provide TSP service only after receipt of a TSP authorization code.
- B. Revoke TSP services at the direction of the end-user or OPT.
- C. Endure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).

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SECTION 2 - REGULATIONS (Cont'd)

2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.4 Responsibilities of the Company (Cont'd)

- D.** Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- E.** Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- F.** Confirm completion of TSP service order activity to the OPT.
- G.** Participate in reconciliation of TSP information at the request of the OPT.
- H.** Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- I.** Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.
- J.** Assist in ensuring that priority level assignments of NS/EP services are accurately identified “end-to-end” by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- K.** Disclose content of the NS/EP TSP database only as may be required by law.
- L.** Comply with regulations and procedures supplement to and consistent with guidelines issued by the OPT.

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2.23 Emergency/Crisis/Disaster Restoration and Provisioning - Telecommunications Service Priority (Cont'd)

2.23.5 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If not suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

2.24 311/911 Caller ID Blocking*

The City of New York 311 Call Center provides consolidated access to non-emergency municipal services and information 24 hours per day, 365 days per year. Callers have the ability to access City departments and services by using the 311 abbreviated dialing code instead of dialing a particular seven-digit number. In certain circumstances, calls to the 311 Call Center involve emergencies of various levels. In these instances, the Call Center will transfer the call to the 911 Emergency Call Center. If the caller has activated Caller ID Blocking, either on a per-call or per-line basis, the 911 Emergency Call Center will be unable to determine the caller's location. Thus, by Order dated April 18, 2003, (Case 03-C00171), the New York Public Service Commission directed, that for reasons of public safety, Caller ID Blocking shall be unblocked on all calls to the 311 Call Center. This ruling applies only to calls made to the 311 Call Center and not to any other municipal office.

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SECTION 2 - REGULATIONS (Cont'd)

2.25 New York Relay Service

2.25.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

2.25.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
 1. calls to informational recordings and group bridging service;
 2. calls to time or weather recorded messages;
 3. station sent paid calls from coin telephones; and
 4. operator-handled conference service and other teleconference calls.

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2.25 New York Relay Service (Cont'd)

2.25.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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SECTION 3 - SERVICE AREAS

3.1 Local Calling Areas

Local Calling Areas mirror those defined in the tariffs of New York Telephone Company d/b/a Bell Atlantic with exception of LATA 132.

The Local Calling Areas for LATA 132 are the Home Region areas for LATA 132 as defined by New York Telephone d/b/a Bell Atlantic. Calls terminating outside of the Home Region are rated as long distance calls.

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SECTION 4 - BASIC SERVICES AND RATES

4.1 Call Timing for Usage Sensitive Services

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

- 4.1.1** 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.
- 4.1.2** 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).
- 4.1.3** 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.

4.2 Distance Calculations

The Company does not offer distance sensitive services.

4.3 Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

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SECTION 4 - BASIC SERVICES AND RATES (Cont'd)

4.4 Local Exchange Service

4.4.1 General

The Company offers Local Service to business customers. Voice Mail and other Custom Calling Features are available to Local Service customers by selecting such services a la carte or in bundled packages.

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

A. Primary Line

The initial local exchange access line per account.

B. Secondary Line

The second or additional 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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4.5 Local Dial Tone Service

4.5.1 General

The Company offers local dial tone service to customers in the Exchange Areas of the LECs listed in Section 3.1. Local dial tone service allows customers to initiate and terminate calls within their local calling areas.

4.5.2 Rates

.Service Connection Fee, one-time charge per line:	<u>Minimum</u>	<u>Maximum</u>
Primary Line	\$1.00	\$60.00
Secondary Line	\$2.00	\$80.00
Monthly Rate	<u>Minimum</u>	<u>Maximum</u>
Primary Line	\$3.00	\$100.00
Secondary Line	\$3.00	\$100.00

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4.6 Basic Local Service Package

4.6.1 General

Basic Local Service Package provides customers with local dial tone 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.

4.6.2 Rates

Service Connection Fee, one-time charge per line:	<u>Minimum</u>	<u>Maximum</u>
Primary Line	\$1.00	\$60.00
Secondary Line	\$2.00	\$80.00
Monthly Rate	<u>Minimum</u>	<u>Maximum</u>
Primary Line	\$3.00	\$100.00
Secondary Line	\$3.00	\$100.00

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4.7 inContact™ Services

4.7.1 Local Inbound Service

A. Description

Local Inbound service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Inbound service transports local calls originated on the Public Switched Telephone Network (PSTN) and terminates them to IP endpoints.

Local Inbound calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers. Once a call is placed, it is converted to Internet Protocol (IP). IP media is transported over the Company's network to a customer's IP Voice application and results in a handoff via Session Initiated Protocol (SIP) over Transmission Control Protocol (TCP) or User Datagram Protocol (UDP) to Edge Proxy Server(s) or Softswitch(s).

B. Regulations and Limitations

Local Inbound Service is intended for use as an inbound-only service, and does not support any outbound calling capability, including, but not limited to, calls to 911.

Customer is strictly prohibited from using (or reconfiguring to support such use) either the service or any telephone numbers (TNs) obtained through purchase of the service in connection with any outbound calls placed by Customer or Customer's end users.

Local Inbound Service is available to customers in Flat-rate or Metered plans, as set forth below.

Local Inbound Service is available in the exchange areas listed in Section C, below, at tiered pricing as set forth in Section D, below.

SECTION 4 - BASIC SERVICES AND RATES (Cont'd)

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability

Local Inbound Service is available to customers in Exchange Areas within the Company's local service footprint. For customers purchasing Metered service, Exchange Areas are divided into three (3) tiers for purposes of applying usage rates. Tiered pricing reflects the Company's costs of providing services in the respective Exchange Area.

Local Inbound Service is available to customers in the following Exchange Areas:

(1) TIER 1

AKRON
ALBANY
ALDEN
ALTAMONT
AMAGANSETT
AMBER
AMITYVILLE
AMSTERDAM
ANGOLA
ARCADE
ARGYLE
ARMONK VLG
ATHENS
ATLANTIC
ATTICA
AUBURN
AVERILL PK
BABYLON
BALDWINSVL
BALLSTNSPA

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- BARKER
- BATAVIA
- BEDFORDVLG
- BELLPORT
- BIRCHWOOD
- BOLIVAR
- BOLTON LDG
- BOSTON
- BRENTWOOD
- BREWSTER
- BRIDGEMPTN
- BRIDGEPORT
- BUFFALO
- CAMDEN
- CAMILLUS
- CARMEL
- CARTHAGE
- CASTLETON
- CATSKILL
- CENTRAISLP
- CENTRALBDG
- CHAFFEE
- CHAPPAQUA
- CHITTENNGO
- CICERO
- CLARENCCTR
- CLARENCE
- CLARKSVL
- CLAYTON

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4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

CLEVELAND
CLINTON
COLDSRING
COLONIE
COMMACK
CONGERS
CONSTANTIA
COPENHAGEN
CROTON FLS
CTRMORICHS
CUBA
DANNEMORA
DANSVILLE
DEER PARK
DELANSON
DERBY
DOLGEVILLE
DUNKIRK
E HAMPTON
EASTAURORA
EASTPORT
EDEN
ELENBGDPOT
EROCHESTER
ESPERANCE
EVANSMILLS
FABIUS
FAIRPORT

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- FARMINGDL
- FAYETTEVL
- FIREISLAND
- FORESTVL
- FORT ANN
- GALWAY
- GASPORT
- GLENSFALLS
- GOWANDA
- GRAND IS
- GRANVILLE
- GREENFLCTR
- GREENPORT
- GREENVILLE
- GREENWD LK
- HAGUE
- HAMBURG
- HAMILTON
- HAMPTNBAYS
- HAMPTON
- HARTFORD
- HERKIMER
- HIGHLD FLS
- HINSDALE
- HOLLAND
- HOLLEY
- HOOSICKFLS
- HUNTINGTON
- ILION

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- ITHACA
- JAMESPORT
- JAVA
- JONESVILLE
- JORDAN
- KATONAH
- KATTSKL BY
- KINGS PARK
- LA FARGEVL
- LAFAYETTE
- LAKEGEORGE
- LAKEPLACID
- LANCASTER
- LANSING
- LE ROY
- LEWISTON
- LIMESTONE
- LINDENHST
- LITTLE FLS
- LIVERPOOL
- LOCKPORT
- LYNDONVL
- MAHOPAC
- MARIAVILLE
- MASSENA
- MATTITUCK
- MECHANICVL
- MEXICO
- MIDDLEPORT
- MIDLAND

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- MINOA
- MONTAUK PT
- MORAVIA
- MOUNTKISCO
- MT VERNON
- NANUET
- NASSAUZN01
- NASSAUZN02
- NASSAUZN03
- NASSAUZN04
- NASSAUZN05
- NASSAUZN06
- NASSAUZN07
- NASSAUZN08
- NASSAUZN09
- NEWARK
- NEWFANE
- NEWFIELD
- NIAGARAFLS
- NO COLLINS
- NORTHTSALEM
- NWYRCYZN01
- NWYRCYZN02
- NWYRCYZN03
- NWYRCYZN04
- NWYRCYZN05
- NWYRCYZN06
- NWYRCYZN07
- NWYRCYZN08

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- NWYRCYZN09
- NWYRCYZN10
- NWYRCYZN11
- NWYRCYZN12
- NWYRCYZN13
- NWYRCYZN14
- NWYRCYZN15
- NYACK
- OAK HILL
- OGDENSBURG
- OLEAN
- ONEIDA
- ONTARIO
- ORCHARD PK
- ORIENT
- OSSINING
- OSWEGO
- OWASCO
- PALENVILLE
- PARISH
- PATCHOGUE
- PATTERSON
- PEARLRIVER
- PECONIC
- PEEKSKILL
- PENDLETON
- PERRY
- PERU
- PHILA

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- PITTSTOWN
- PLATTSBG
- PLEASANTVL
- POPLAR RDG
- PRATTSVL
- PTJEFFERSN
- PUTNAM
- QUOGUE
- RANSOMVL
- RICHMONDVL
- RIVERHEAD
- ROCHESTER
- ROME
- RONKONKOMA
- SACKETSHBR
- SAG HARBOR
- SALAMANCA
- SALEM
- SARANAC LK
- SARANAC
- SARATOGSPG
- SCHENCTADY
- SCHUYLERVL
- SELDEN
- SEMPRONIUS
- SHARON SPG
- SHELTER IS
- SHOREHAM
- SILVER CRK

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

- SKANEATLES
- SMITHTOWN
- SOBETHLEHM
- SOUTHAMPTN
- SOUTHOLD
- SPRING VLY
- SPRINGVL
- STONYBROOK
- SUFFERN
- SYRACUSE
- THERESA
- TONAWANDA
- TROY
- TULLY
- TUXEDO
- UNION SPG
- UTICA
- VALLEY FLS
- VOORHEESVL
- W COMMACK
- WADING RIV
- WANAKAH
- WARRENSBG
- WATER MILL
- WATERLOO
- WATERPORT
- WATERTOWN
- WEEDSPORT
- WELLSVILLE

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

WESTERLO
WESTHAMPTN
WESTSENECA
WHITEHALL
WILLIAMSVL
WILSON
WSCHSTZN01
WSCHSTZN02
WSCHSTZN03
WSCHSTZN06
WSCHSTZN07
WSCHSTZN08
WSCHSTZN09
YAPHANK
YORKTN HTS
YOUNGSTOWN

(2) TIER 2

BINGHAMTON
HYDE PARK
MAINE
NEW PALTZ
SAUGERTIES

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(3) TIER 3

AMENIA
BEACON
BIG FLATS
CAMPBELL
CANASERAGA
CATON
CLINTONCOR
CLINTONDL
CORNING
CORNWALL
DOVER PL
ELMIRA
ENDICOTT
ESOPUS
HIGH FALLS
HIGHLAND
JAMESTOWN
KINGSTON
LINDLEY
MARLBORO
MILLBROOK
MILTON
MONTICELLO
NEWBURGH
NICHOLS
NORTHCLOVE
OWEGO

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4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

C. Availability (Cont'd)

(1) TIER 3 (Cont'd)

PAWLING
PHOENICIA
PLEASATVLY
POUGHKEPSI
ROSENDALE
SAVONA
SHOKAN
STANFORDVL
WAVERLY
WINGDALE
WOODSTOCK

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SECTION 4 - BASIC SERVICES AND RATES (Cont'd)

4.7 inContact Services (Cont'd)

4.7.1 Local Inbound Service (Cont'd)

D. Rates and Charges

(1) Initial service installation charge:

	<u>Per Customer/Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>
Flat-rate service plan:	\$10.00	\$250.00
Metered service plan:	\$10.00	\$250.00

(2) Telephone Number charges:

	<u>Per TN/Non-Recurring</u>	
	<u>Minimum</u>	<u>Maximum</u>
Native/Non-Ported ANI		
Flat-rate service plan:	\$0.10	\$10.00
Metered service plan:	\$0.00	\$10.00
Ported ANI		
Flat-rate service plan:	\$5.00	\$100.00
Metered service plan:	\$5.00	\$100.00

(3) Monthly Line charge:

	<u>Monthly Charge per TN</u>	
	<u>Minimum</u>	<u>Maximum</u>
Flat-rate service plan:	\$5.00	\$100.00
Metered service plan:	\$0.10	\$20.00

(4) Usage charges applicable to Metered service plan:

<u>TIER</u>	<u>PER MINUTE CHARGE</u>	
	<u>Minimum</u>	<u>Maximum</u>
1	\$0.001	\$0.25
2	\$0.001	\$0.25
3	\$0.001	\$0.25

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SECTION 4 - BASIC SERVICES AND RATES (Cont'd)

4.7 inContact Services (Cont'd)

4.7.2 Local Two-Way Service (Cont'd)

A. Description

Local Two-Way Service is offered to business customers in conjunction with the Company's inContact™ call center solution. Local Two-Way service provides a customer with a single, voice-grade telephonic communications channel which can be used to place and/or receive calls. Local Two-Way lines are provided for connection of customer-provided single station sets or facsimile machines to the Public Switched Telephone Network.

Local Two-Way Service calls can be placed into the Company's network via Company-assigned (native) or customer-ported local telephone numbers.

Local Two-Way Service is available at flat monthly rates and allows customers to make unlimited calls within their local calling area, as defined herein.

B. Optional Features

Local Two-Way Service has the following calling features available at the customer's option –

- Caller ID
- Call Waiting
- Call Waiting ID (deluxe)
- Call Forwarding
- 3-Way Calling
- Call Rejection
- Last Call Return (*69)

Directory Assistance and Operator Service charges apply as set forth in Section 5.6 of this tariff.

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		<u>Per Customer/Non-Recurring</u>	
		<u>Minimum</u>	<u>Maximum</u>
(1)	Initial service installation charge	\$1.00	\$250.00
(2)	Telephone Number charges:		
		<u>Per TN/Non-Recurring</u>	
		<u>Minimum</u>	<u>Maximum</u>
	Native/Non-Ported ANI	\$0.10	\$10.00
	Ported ANI	\$1.00	\$100.00
		<u>Monthly Charge per TN</u>	
		<u>Minimum</u>	<u>Maximum</u>
(3)	Monthly service charge	\$5.00	\$100.00
(4)	Local calling feature charges		

FEATURE	ADDITIONAL CHARGES	
	Minimum	Maximum
Caller ID	- \$1.00 per TN, per month	\$20.00 per TN, per month
Call Waiting	- \$1.00 per TN, per month	\$20.00 per TN, per month
Call Waiting ID (deluxe)	- \$1.00 per TN, per month	\$25.00 per TN, per month
Call Forwarding	- \$1.00 per TN, per month	\$20.00 per TN, per month
3-Way Calling	- \$1.00 per TN, per month	\$20.00 per TN, per month
	- and	and \$2.00 per use
	\$0.10 per use	
Call Rejection	- \$0.10 per use	\$2.00 per use
Last Call Return (*69)	- \$1.00 per TN, per month	\$20.00 per TN, per month
	- and \$0.10 per use	and \$2.00 per use

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES

5.1 Service Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

5.1.1 Service Order Charges

Transfer of Service Charge, Primary Line – applies to the first line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Transfer of Service Charge, Secondary Line – applies to the second, or third, etc., line of a Transfer of Service Order (TOS), when a customer requests a move or change in physical location. This charge applies whether a customer changes telephone number or not. If, in addition, the Customer requests the telephone number be changed, a separate charge may apply.

Technician Dispatch Charge – A separate Technician Dispatch Charge applies, in addition to all other charges for the visit, when a visit to the Customer's premises is necessary to isolate a problem reported to the Company but identified by the Company's technician as attributable to Customer-provided equipment or inside wire. This charge also applies for visits by the Company's agents or employees, at the Customer's request, to the Premises of the Customer, when the Customer fails to meet the Company's agent or employees for the prearranged appointment as requested.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.1 Service Order and Change Charges (Cont'd)

5.1.2 Change Order Charges

Change Order Charges apply to work associated with providing exchange line service or customer-requested changes to existing services. One charge applies for each change order requested by the customer. If multiple changes listed below are requested by the Customer and occur on the same order/request one charge only applies. A Change Order Service Charge applies to the following customer-initiated changes:

Custom Calling Feature Change Order – applies when a Customer requests a change, adding or removing a custom calling feature.

Toll Restriction Fee Order – applies when a Customer requests a change, adding or removing Toll Restriction Service.

Telephone Number Change Order – applies to each telephone number change request/order.

Listing Change Charge – applies when a Customer requests/orders a change to add or delete a white pages listing or requests a change to add/delete listings. This charge also applies to request for Non-Published or Non-Listed numbers.

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.1 Service Order and Change Charges (Cont'd)****5.1.3 Rates**

<u>Service Order Charges</u>	<u>Minimum</u>	<u>Maximum</u>
Primary Service Connection Charge	*	*
Secondary Service Connection Charge	*	*
Transfer of Service Charge, Primary Line	\$2.00	\$150.00
Transfer of Service Charge, Secondary Line	\$1.00	\$100.00
Technician Dispatch Charge	\$5.00	\$200.00
Service Order Charge	N/A	N/A
 <u>Change Order Service Charges</u>		
Custom Calling Feature Change Order	\$1.00	\$50.00
Toll Restriction Fee Order	\$1.00	\$20.00
Telephone Number Change Order	\$1.00	\$20.00
Listing Change Charge	\$1.00	\$20.00

*Service Connection charges are listed with the rates for each specific service tariffed.

5.2 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Per occasion	\$1.00	\$50.00

5.3 Reserved for Future Use

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.4 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the “#” symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: Minimum: \$0.10
Maximum: \$2.00

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SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)

5.5 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.

5.5.1 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.

SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)

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5.5 Custom Calling Features (Cont'd)

5.5.1 Feature Descriptions (Cont'd)

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.

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.

Selective Call Rejection – Allows you to refuse calls from selected list of numbers.

SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)

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5.5 Custom Calling Features (Cont'd)

5.5.1 Feature Descriptions (Cont'd)

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.

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5.5 Custom Calling Features (Cont'd)

5.5.2 Rates

FEATURE	MINIMUM RATE	MAXIMUM RATE	BILLED
Call Forwarding	\$1.00	\$20.00	MRC
Speed Calling	\$1.00	\$20.00	MRC
Caller ID	\$1.00	\$30.00	MRC
Caller ID with Name	\$1.00	\$40.00	MRC
Call Trace	\$0.10	\$5.00	Per use
Call Blocking	\$1.00	\$10.00	MRC
Call Waiting	\$1.00	\$20.00	MRC
Call Waiting with Caller ID with Name	\$1.00	\$30.00	MRC
Three Way Calling	\$1.00	\$20.00	MRC
	\$0.10	\$5.00	Per use
Last Call Return (*69)	\$1.00	\$20.00	MRC
	\$0.10	\$5.00	Per use
Anonymous Call Rejection	\$1.00	\$10.00	MRC
Manual Call Rejection	\$0.10	\$5.00	Per use
Repeat/Auto Dial	\$0.10	\$5.00	Per use
Caller Identification Blocking	\$0.10	\$5.00	Per use
Per Call Blocking	No charge	No charge	
Per Line Blocking	No charge	No charge	

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5.6 Directory Assistance and Operator Services

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

5.6.1 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.

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5.6 Directory Assistance and Operator Services (Cont'd)

5.6.2 Directory Assistance Rates

	<u>Per Use Charge</u>	
	<u>Minimum</u>	<u>Maximum</u>
Direct dialed, local	\$0.10	\$2.50

5.6.3 Operator Service Rates

The Company provides operator services to its customers pursuant to agreement with a third-party operator services provider. The following per call surcharges apply to all calls requesting Company's operator services assistance.

	<u>Per Use Surcharge</u>	
	<u>Minimum</u>	<u>Maximum</u>
Station-to-station, local	\$0.10	\$2.50
Person-to-person, local	\$1.00	\$10.00

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5.7 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>	
	<u>Minimum</u>	<u>Maximum</u>
Busy Line Verification, each occasion	\$0.10	\$10.00
Emergency Interruption	\$0.10	\$10.00

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5.8 Directory Listing Service

5.8.1 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.

5.8.2 Listings

A. Primary Listing

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

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5.8 Directory Listing Service (Cont'd)

5.8.2 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.

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5.8 Directory Listing Service (Cont'd)

5.8.2 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.

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5.8 Directory Listing Service (Cont'd)

5.8.3 Rates and Charges

	<u>Per Month</u>	
	<u>Minimum</u>	<u>Maximum</u>
Primary Listings	\$0.00	\$0.00
Additional Listings	\$0.10	\$5.00
Nonpublished Service	\$0.10	\$5.00
Nonlisted Service	\$0.10	\$5.00
Alternate Listings	\$0.10	\$5.00

5.9 Carrier Presubscription

5.9.1 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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5.10 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.

5.10.1 Rates

	<u>Rate</u>	
	<u>Minimum</u>	<u>Maximum</u>
Nonrecurring charge, per line	*	*
Monthly, per line	\$1.00	\$20.00

*For nonrecurring charges associated with Toll Restriction Service, see Section 5.1 of this tariff.

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