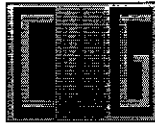


NC
FILE



08-421-TP-ATA 177
90-9298-TP-TRF

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April 1, 2008

Via Overnight Courier

Public Utilities Commission of Ohio
ATN: Docketing Division
180 East Broad Street
Columbus, OH 43215-3793

Re: Mandatory Detariffing Filing of
UCN, Inc.
Pursuant to Opinion and Order in Case No. 06-1345-TP-ORD

Dear Sir or Madam:

Enclosed herewith, on behalf of UCN, Inc. ("UCN"), are and original and ten (10) copies of UCN's Mandatory Detariffing Filing in connection with Case No. 06-1345-TP-ORD.

Through these materials, UCN has removed from its existing P.U.C.O. Tariff No. 4 all materials relating to services which have been detariffed by the PUCO, retaining only such information as is necessary to provide information concerning services which have not been detariffed, and to continue to provide consumer protection information.

This is to certify that the images appearing are an
accurate and complete reproduction of a case file
document delivered in the regular course of business.

Technician BTM Date Processed APR 02 2008

DOCKETING DIVISION

April 1, 2008

Page Two

To the extent there are any questions concerning these materials, please contact the undersigned.

Respectfully submitted,

A handwritten signature in black ink that reads "Catherine M. Hannan". The script is cursive and fluid.

Catherine M. Hannan

Regulatory Counsel for
UCN, Inc.

Enclosures

cc: Ms. Marianne Townsend (via electronic mail)

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of UCN, Inc.)
))
to Detariff Certain Tier 2 Services and make other changes)
related to the Implementation of Case No. 06-1345-TP-ORD)

TRF Docket No. 90-_____

Case No. 06-1345 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) UCN, Inc.
DBA(s) of Registrant(s) _____
Address of Registrant(s) 7730 S. Union Park Avenue, Suite 500, Midvale, UT 84047 ■
Company Web Address www.ucn.net
Regulatory Contact Person(s) Kimm Partridge Phone 801-715-5021 ■ Fax 801-715-5022
Regulatory Contact Person's Email Address kimm.partridge@ucn.net
Contact Person for Annual Report Kimm Partridge Phone 801-715-5021
Address (if different from above) same as above
Consumer Contact Information Kimm Partridge Phone 801-7155021
Address (if different from above) same as above

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input checked="" type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Catherine M. Hannan, and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) March 31, 2008 at (Location) McLean, Virginia

*(Signature and Title) Catherine M. Hannan (Date) 03/31/08
Regulatory Counsel

- This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Catherine M. Hannan, Regulatory Counsel for UCN, Inc.

verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) Catherine M. Hannan, Regulatory Counsel (Date) 03/31/08

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

Exhibit A.1

**Existing Affected Tariff Pages of UCN, Inc.
P.U.C.O. Tariff No. 4**

Local Telecommunications Services

OHIO
LOCAL EXCHANGE AND INTEREXCHANGE
TELECOMMUNICATIONS SERVICE TARIFF
OF
UCN, Inc.

Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

This tariff contains the descriptions, regulations and rates applicable to the provision of local exchange telecommunications services provided by UCN, Inc., with principal offices at 14870 South Pony Express Road, Bluffdale, Utah 84065, for services furnished within the State of Ohio. This tariff is on file with the Public Utility Commission of Ohio and copies may be inspected, during normal business hours, at the Company's principal place of business.

NOTE: UCN, Inc.'s Tariff No. 4 cancels and replaces, in its entirety, UCN's Tariff No. 3, on file with the Commission prior to the effective date of this Tariff No. 4. UCN did not market or provide services to the public pursuant to its Tariff No. 3. Therefore, no customers are affected by its cancellation and replacement by Tariff No. 4.

Issued: October 6, 2006

Effective: November 6, 2006

Issued by: Paul Jarman
President
14870 South Pony Express Road
Bluffdale, Utah 84065

Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

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Regulations Section 2

Service Areas Section 3

Basic Services and Rates Section 4

Miscellaneous Services and Rates Section 5

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Bluffdale, Utah 84065
Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

CHECK SHEET

Section	Page	Revision	Section	Page	Revision	Section	Page	Revision
Title	Title	Original*	Section 3	1	Original*	Section 3	36	Original*
Preface	1	Original*	Section 3	1	Original*	Section 4	1	Original*
Preface	2	Original*	Section 3	2	Original*	Section 4	2	Original*
Preface	3	Original*	Section 3	3	Original*	Section 4	3	Original*
Preface	4	Original*	Section 3	4	Original*	Section 4	4	Original*
Preface	5	Original*	Section 3	1	Original*	Section 4	5	Original*
Section 1	1	Original*	Section 3	2	Original*	Section 4	6	Original*
Section 1	2	Original*	Section 3	3	Original*	Section 4	7	Original*
Section 1	3	Original*	Section 3	4	Original*	Section 4	8	Original*
Section 2	1	Original*	Section 3	5	Original*	Section 4	9	Original*
Section 2	2	Original*	Section 3	6	Original*	Section 4	10	Original*
Section 2	3	Original*	Section 3	7	Original*	Section 4	11	Original*
Section 2	4	Original*	Section 3	8	Original*	Section 4	12	Original*
Section 2	5	Original*	Section 3	9	Original*	Section 4	13	Original*
Section 2	6	Original*	Section 3	10	Original*	Section 4	14	Original*
Section 2	7	Original*	Section 3	11	Original*	Section 4	15	Original*
Section 2	8	Original*	Section 3	12	Original*	Section 4	16	Original*
Section 2	9	Original*	Section 3	13	Original*	Section 4	17	Original*
Section 2	10	Original*	Section 3	14	Original*	Section 5	1	Original*
Section 2	11	Original*	Section 3	15	Original*	Section 5	2	Original*
Section 2	12	Original*	Section 3	16	Original*	Section 5	3	Original*
Section 2	13	Original*	Section 3	17	Original*	Section 5	4	Original*
Section 2	14	Original*	Section 3	18	Original*	Section 5	5	Original*
Section 2	15	Original*	Section 3	19	Original*	Section 5	6	Original*
Section 2	16	Original*	Section 3	20	Original*	Section 5	7	Original*
Section 2	17	Original*	Section 3	21	Original*	Section 5	8	Original*
Section 2	18	Original*	Section 3	22	Original*	Section 5	9	Original*
Section 2	19	Original*	Section 3	23	Original*	Section 5	10	Original*
Section 2	20	Original*	Section 3	24	Original*	Section 5	11	Original*
Section 2	21	Original*	Section 3	25	Original*	Section 5	12	Original*
Section 2	22	Original*	Section 3	26	Original*	Section 5	13	Original*
Section 2	23	Original*	Section 3	27	Original*	Section 5	14	Original*
Section 2	24	Original*	Section 3	28	Original*	Section 5	15	Original*
Section 2	25	Original*	Section 3	29	Original*	Section 5	16	Original*
Section 2	26	Original*	Section 3	30	Original*	Section 5	17	Original*
Section 2	27	Original*	Section 3	31	Original*	Section 5	18	Original*
Section 2	28	Original*	Section 3	32	Original*			
Section 2	29	Original*	Section 3	33	Original*			
Section 2	30	Original*	Section 3	34	Original*			
Section 2	31	Original*	Section 3	35	Original*			

*Denotes New or Revised Page.

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 President
 14870 South Pony Express Road
 Bluffdale, Utah 84065
 Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

EXPLANATION OF SYMBOLS

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

- (C) To signify changed regulation.
- (D) To signify discontinued rate or regulation.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify reduced rate.
- (S) To signify reissued matter.
- (T) To signify a change in text but no change in rate or regulation.

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

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 UCN, Inc., hereinafter referred to as the Company, to Customers within the State of Ohio. Company'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 Public Utility Commission of Ohio. In addition, this tariff is available for review at the main office of UCN, Inc., at 14870 South Pony Express Road, Bluffdale, Utah 84065.

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

TARIFF FORMAT

A. Page Numbering – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.

B. Page Revision Numbers – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page currently in effect.

C. Paragraph Numbering Sequence – There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

D. Check Sheets – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: October 6, 2006

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 1 – DEFINITIONS

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

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

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

Advance Payment – Part or all of a payment required before the start of service.

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

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

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

Commission – Public Utility Commission of Ohio.

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

Company – UCN, Inc., the issuer of this tariff.

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

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

Customer Terminal Equipment – Terminal equipment provided by the Customer.

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 1 – DEFINITIONS (CONT'D)

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 route interexchange calls to the Company's network by dialing an access code supplied by the Company.

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

ICB – Individual Case Basis.

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

Interruption – The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as slow dial tone, circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any interruption allowance provided within this 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 the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designed as a LATA in the National Exchange Carrier Association, Inc. 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.

MTSS – Minimum Telephone Service Standards.

NECA – National Exchange Carriers Association.

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

PBX – Private Branch Exchange.

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 1 - DEFINITIONS (CONT'D)

PIN - Personal Identification Number. See Authorization Code.

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

P.U.C.O - Public Utilities Commission of Ohio.

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

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

Service Order - The written request for Company services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order Form by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this 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 the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC's network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or 101XXXX" with a "1+10-digit number."

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

Subscriber - The person, firm, partnership, corporation, or other entity who orders telecommunications service from 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 LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

UCN, Inc. - UCN, Inc., issuer of this tariff.

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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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 2 – RULES AND 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 Ohio.

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 of Equipment or Facilities

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

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****2.1.3 Terms and Conditions**

- A. Service is provided on the basis of a minimum period of at least thirty (30) days, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have 30 days.
- B. Except as otherwise stated in this tariff, Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C. At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month-to-month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D. In any action between the parties to enforce any provision of this tariff, the prevailing party shall be entitled to recover its legal fees and court costs from the non-prevailing party in addition to other relief a court may award.
- E. Service may be terminated upon written notice to the Customer, pursuant to Minimum Telephone Service Standards (MTSS) Section 4901:1-5-17(D), if:
 - 1. the Customer is using the service in violation of the tariff; or
 - 2. the Customer is using the service in violation of the law.
- F. This tariff shall be interpreted and governed by the laws of the State of Ohio regardless of its choice of laws provision.
- G. Any other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- H. To the extent that either the Company or any other telephone company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its customers. At the reasonable request of either party, the Company and the other telephone company shall join the attempt to obtain from the owner of the property access for the other party to serve a person or entity.

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****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 2.6 and the MTSS rule at 4901:1-5-16.
- 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 of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that results in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.
- D. The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
1. Any act or omission of: (a) the Customer; (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 2. Any unlawful or unauthorized use of the Company's facilities and services;
 3. 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;
 4. Breach in the privacy or security of communications transmitted over the Company's facilities;
 5. Reserved;

Issued: October 6, 2006

Effective: November 6, 2006

Issued by:

Paul Jarman

President

14870 South Pony Express Road

Bluffdale, Utah 84065

Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 2 – RULES AND 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 not due to negligence;
8. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any acts or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
9. Any noncompletion of calls due to network busy conditions;
10. Any calls not actually attempted to be completed during any period that service is unavailable;
11. And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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

F. The Company makes no 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.

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SECTION 2 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

2.1.4 Limitations on Liability (Cont'd)

- H. Directory Errors - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be, in accordance with the MTSS, a credit of not less than three months local service charges. Such credit shall not apply in cases where the Customer has provided such listing information after the deadline for directory publication.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company (Cont'd)

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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.1 Undertaking of the Company (Cont'd)****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.
- B. The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which it was provided.
- E. The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the Premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any other party other than the Company, including, but not limited to, the Customer.
- 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 – RULES AND 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 hours 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 no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

2.1.9 Ownership of Facilities

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

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 owned 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 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations 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 of omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C. providing at no charge, as specified from time to time by the Company, any needed personnel, equipment space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D. obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduits necessary for installation of fiber optic cable and associated equipment used to provide Communication Services to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(C). Any and all costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;

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- 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 – RULES AND REGULATIONS (CONT'D)

2.3 Obligations 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 interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this rate sheet including, but not limited to, mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this rate sheet is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2 – RULES AND 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 services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A User may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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 and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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SECTION 2 – RULES AND 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 Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers that are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all User-provided wiring shall be installed and maintained in compliance with those regulations.
- D. Users may interconnect communications facilities that are used in whole or in part for interstate communications to services provided under this tariff only to the extent that the user is an "End User" as defined in Section 69.2(m), Title 47, Code of Federal Regulations (1992 edition).

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd)

2.4.4 Inspections

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

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements

2.5.1. Payment for Service

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 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 of receipt of bill, 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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SECTION 2 – RULES AND REGULATIONS (CONT'D)

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 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%.
- G. If service is disconnected by the Company in accordance with Section 2.5.6 following and later restored, restoration of service will be subject to all applicable installation charges, in accordance with MTSS.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.5 Deposits**

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

- A. The may, in order to safeguard its interest, require a Customer which has a proven history of late payments to the Company or does not have established credit or has a bad credit rating to make a deposit prior to or at any time after the provision of service to the Customer to be held by the Company as a guarantee of the payment of rates and charges. No such deposit will be required of a Customer which has established satisfactory credit and has no history of late payments to the Company.
- B. The amount of the deposit which may be required of a Customer for the purpose of establishing credit shall not exceed two times the average monthly bill for residential Customers whose bills are payable in advance. The amount of deposit may be adjusted at the request of the Customer at any time when the character, purpose, or degree of the Customer's use of the service has materially changed, or when it is indicated that it will change.
- C. The making of a deposit shall not relieve the Customer of the obligation to pay current bills when due. A deposit shall only be applied to the indebtedness of the Customer for jurisdictional telecommunications services of the provider.
- D. The Company will pay interest on deposits, to accrue from the date the deposit is made until it has been refunded, or until a reasonable effort has been made to effect refund. The Company will pay interest at the rate prescribed by the Commission.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.5 Deposits (Cont'd)**

- E. The Company shall keep a record of each cash deposit until the deposit is returned. The record will show the name of each Customer making a deposit; the premises occupied by the Customer when making the deposit and each successive premises occupied while the deposit is retained by the Company; the amount of date of making the deposit; and a record of each transaction, such as the payment of interest, interest credited, etc., concerning the deposit. Concurrently with receiving a deposit, the Company will provide the Customer a receipt showing the deposit date, the name and billing address of the Customer and the deposit amount.
- F. Upon discontinuance of service, or when a Customer has established credit by other means, the Company will promptly refund any deposit, plus accrued simple interest, or the balance, if any, in excess of the unpaid bills for the services furnished by the Company. A transfer of service from one location to another within the Company's serving area shall not be deemed a discontinuance with the Company if the character of the service remains unchanged.
- G. Deposits will be refunded after twelve months of timely payment, with interest as specified above.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

2.5.6 Discontinuance of Service

Regarding the manner in which the creditworthiness of service applicants is established, as well as the manner in which disconnection of service for nonpayment of charges occurs, the Company will comply with the Selective Access Policy adopted by the Public Utilities Commission of Ohio and codified in the MTSS.

- A. Upon nonpayment of any amounts owing to the Company, the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service without incurring any liability. A Customer's bill shall not be due earlier than fourteen (14) days from the date of the postmark or similarly accepted date mark on the bill.
- B. Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving seven (7) days written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.6 Discontinuance of Service (Cont'd)**

- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F. In the event of unauthorized or fraudulent use of service. The Company may terminate service, pursuant to MTSS Section 4901:1-5-17, if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to *eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.*
- G. Upon the Company's discontinuance of service to the Customer under Section 2.5.6.A. or 2.5.6.B., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H. Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- I. Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.7 Cancellation of Application for Service**

- A. Applications for special construction 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 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, less net salvage, 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 (all discounted to present value at six percent).
- 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 2.5.7.A. through 2.5.7.C. will be calculated and applied on a case-by-case basis.

2.5.8 Changes in Service Requested

If the Customer makes or request 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.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.6 Allowances for Interruptions in Service**

(A) The Company will make an adjustment to a subscriber's bill in accordance with paragraph (B) of this rule whenever a subscriber's service is interrupted and remains out of service for more than twenty-four consecutive hours after being reported to the Company or after being found by the Company to be out of service. The length of the service interruption must be computed on a continuous basis, Saturdays, Sundays, and holidays included. This rule does not apply if the out-of-service condition:

- (1) Occurs as a result of a negligent or willful act on the part of the subscriber;
- (2) Occurs as a result of a malfunction of subscriber-owned telephone equipment or inside wire;
- (3) Occurs as a result of a military action, war, insurrection, riot, or strike; or
- (4) Cannot be repaired due to the subscriber missing a repair appointment.

(B) If an out-of-service condition exceeds twenty-four hours but is less than forty-eight hours, the Company will credit the subscriber's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer shall be provided as follows:

- (1) The Company shall provide a subscriber who experiences an out-of-service condition of forty-eight hours but less than seventy-two hours a credit equal to at least one-third of one month's charges for any regulated local services rendered inoperative.
- (2) The Company shall provide a subscriber who experiences an out-of-service condition of seventy-two hours but less than ninety-six hours a credit equal to at least two-thirds of one month's charges for any regulated local services rendered inoperative.
- (3) The Company shall provide a subscriber who experiences an out-of-service condition of at least ninety-six hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

(C) If the Company fails to install new access line service and any associated features within five business days of receiving an application for new service, or by the requested date, when at least five business days notice is given, the provider must waive at least one-half of all regulated nonrecurring installation charges associated with the new service or features. If the Company fails to install new access line service and any associated features within ten business days of an application for new service or fails to install such service by the requested installation date, when at least ten business days notice is given, the provider shall waive all regulated nonrecurring installation charges associated with the new service or features. Such credits shall not be required where:

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6. Allowances for Interruptions in Service (Cont'd)

(1) Special equipment or service is involved:

(a) "Cable pairs" are not deemed to be special equipment for purposes of this rule unless the requested service is in a completely undeveloped area where no facilities of any kind exist.

(b) When special equipment or a service exception is invoked, it shall be fully documented. The documentation of the required specific special equipment or service shall be maintained with the application for new service and include a description of the special equipment or service involved.

(2) Applicant or subscriber has not met pertinent tariff requirements;

(3) The installation cannot be completed as a result of a military action, war, insurrection, riot, or strike; or

(4) The installation cannot be completed due to a subscriber missing an installation appointment.

(E) Missed customer appointments.

(1) When the Company fails to meet a scheduled installation appointment, the company shall waive at least one-half of the subscriber's regulated nonrecurring installation charges associated with the new service or features.

(2) When the Company fails to meet a repair appointment or a repair commitment, the company shall credit the subscriber's bill in the amount of at least one-half of one month's charges for any regulated local services rendered inoperative.

(3) The credits required by paragraph (E)(1) of this rule do not apply when the Company provides the subscriber twenty-four hour notice of its inability to meet an installation appointment, or when the effects of a natural disaster prohibit the Company from providing such notice. In no event shall the application of rule 4901:1-5-16(E)(3) of the Administrative Code, affect the service installation deadline and credit required under rule 4901:1-5-16(D) of the Administrative Code.

(F) In the event the Company omits a subscriber's listing from the white pages of the telephone directory or lists an incorrect telephone number, the company shall issue the subscriber a credit for the equivalent of not less than three months' regulated local service charges. Such credit shall not apply in cases where the subscriber has provided such listing information after the deadline for directory publication. The subscriber shall be given the option of taking the credit or pursuing other remedies.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.6 Allowances for Interruptions in Service (Cont'd)

(G) When it is confirmed that a Company has undercharged or overcharged any subscriber as the result of a miscalculation, inaccuracy, billing, or other continuing problem under the service provider's control or under the control of the entity for whom the telecommunications carrier is billing charges:

(1) The maximum portion of the undercharge that may be recovered from the customer in any billing month, based on the appropriate rates, shall be determined by dividing the amount of the undercharge by the number of months of undercharged or unbilled service, unless the customer agrees to alternative payment arrangements.

(2) The total overcharge and accrued interest, at a rate of at least five per cent per annum, shall be reimbursed to the customer within two billing periods after the propriety of the reimbursement is confirmed.

(3) Each Company shall state the total amount to be collected for an undercharge by the second bill mailed to the customer after such collection is discovered. This rule shall not affect the Company's recovery of regular monthly charges.

(a) No Company shall recover any service or billing fee pursuant to this rule; and

(b) No Company shall disconnect service to any customer to collect an undercharge under this rule, except for nonpayment of the amount lawfully billed under this rule.

(4) The adjustment for an overcharge shall be in the form of either a direct payment to the subscriber or a credit to the subscriber's account within the next two billing periods.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

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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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.8 Cancellation of Service/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 reasonable 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.

2.9 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:

- 2.9.1 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.9.2 pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.10 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 tariff.

2.10.1 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.

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 to 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 – RULES AND REGULATIONS (CONT'D)

2.11 Notices and Communications

- 2.11.1 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.
- 2.11.2 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 Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.11.3 Notices or other communications required to be given by customer pursuant to this tariff may be provided in writing or verbally. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered in accordance with MTSS requirements.
- 2.11.4 The Company or 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.

2.12 Reserved for Future Use.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.13 Miscellaneous Provisions

2.13.1 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.

2.13.2 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 the Commission rules shall be kept on file in the office of the Company as required under Commission rules.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.14 Toll Free Services

- 2.14.1 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.
- 2.14.2 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.
- 2.14.3 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.
- 2.14.4 If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

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SECTION 3 – SERVICE AREAS

3.2 Timing of Calls

Where applicable, the following rate period and timing parameters apply:

- 3.2.1 Initial Period – The initial period is the length of a call for minimum billing purposes. The initial period varies by rate schedule and is specified in individual product rates sections of this tariff.
- 3.2.2 Additional Period – The additional period is the rate element used to bill chargeable time when a call continues beyond the initial period. The additional period starts when the initial period ends. Additional period rates apply to any fraction of the time period for chargeable time beyond the initial period. Additional periods vary by rate schedule and are specified in the individual product rate sections of this tariff.
- 3.2.3 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.2.4 Time of day designations are used in this tariff to indicate rate period boundaries. Rate periods begin at the first time of day designation and continue up to but not including the second time of day designation.

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SECTION 3 – SERVICE AREAS**3.3 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center of the Customer's switch and the destination point.
- Step 2: Obtain the difference between the "V" coordinates of each of the serving wire centers. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers of the call.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

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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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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.6 Basic Local Service Package****4.6.1 General**

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

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

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

Three Way Calling – Permits the Customer to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference.

4.6.2 Rates

Service Connection Fee, one-time charge per line:

Primary Line	\$29.95
Secondary Line	\$39.95

Monthly Rate

Primary Line	\$44.95
Secondary Line	\$44.95

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**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.

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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)**4.7 inContact Services (Cont'd)****4.7.1 Local Inbound Service****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
ALLIANCE
ALTON
ATWATER
BEAVERCREK
BEDFORD
BEREA
BETHANY
BETHEL
BRECKSVL
BURTON
CANALFULTN
CANALWHSTR
CANTON
CENTERVILLE
CHAGRINFLS
CHESTERLD
CINCINNATI
CLERMONT
CLEVELAND
COLUMBUS
DAYTON
DUBLIN

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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)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

ELYRIA
ENGLEWOOD
ENON
FAIRBORN
FOSTORIA
FRANKLIN
GAHANNA
GATESMILLS
GRAFTON
GRATIS
GREENSBURG
GROVE CITY
GROVEPORT
HAMILTON
HARRISBURG
HARRISON
HARTVILLE
HILLCREST
HILLIARD
HOLLAND
INDEPNDNCE
KENT
KILBOURNE
KIRTLAND
LANCASTER
LEBANON
LEROY
LEWISBURG
LIBERTY
LOCKBOURNE

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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)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

LOUISVILLE
LTL MIAMI
MAGNOLWSBG
MALVERN
MANCHESTR
MANTUA
MARIETTA
MASON
MASSILLON
MENTOR
MIDDLETOWN
MOGADORE
MONTRSE
MSBGWCRLTN
NAVARRE
NEW ALBANY
NEWCARLISL
NEWTONSVL
NO CANTON
NOROYALTON
NORTHEATON
OBERLIN
OLMSTEDFLS
OXFORD
PAINESVL
PATASKALA
PHILLIPSBG
PIQUA
PLAIN CITY
RAVENNA

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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)

C. Availability (Cont'd)

(1) TIER 1 (Cont'd)

REYNOLDSBG
ROOTSTOWN
SEVEN MILE
SO LEBANON
SOCHARLETN
SOUTHSOLON
SPRINGFLD
STRONGSVL
SUGARGROVE
SUNBURY
SYLVANIA
TERRACE
TIPP CITY
TOLEDO
TRINITY
TROY
UNIONTOWN
VICTORY
WELLINGTON
WESTERVL
WICKLIFFE
WILLIAMSBG
WILLOUGHBY
WJEFFERSON
WORTHINGTN
XENIA

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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)

C. Availability (Cont'd)

(2) TIER 2

BRUNSWICK
IRONTON
MARION
PORTSMOUTH
WARREN
YOUNGSTOWN

(3) TIER 3

ADA
AMANDA
ASHLAND
ASHLEY
ASHVILLE
ATHENS
BARLOW
BELLEFONTAIN
BELLEVUE
BELPRE
BERLIN HTS
BERLIN
BETTSVILLE
BEVERLY
BLUFFTON
BOWERSTON
BOWLINGGREEN
BREMEN
BRYAN
BUCYRUS

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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)

C. Availability (Cont'd)

(3) TIER 3 (Cont'd)

CADIZ
CALDWELL
CAMBRIDGE
CASTALIA
CENTERBURG
CHATHAM
CHESHIRCTR
CHESTERVL
CIRCLEVL
CLARKSVL
CLYDE
CONGRESS
COSHOCKTON
CRESTLINE
CROOKSVL
DANVL
DE GRAFF
DEFIANCE
DELAWARE
DELLROY
DELPHOS
DEXTERCITY
DUFFY
E LIBERTY
ELIVERPOOL
EPALESTINE
EVANSPORT
FAYETTE
FINDLAY
FLTCHELENA
FREMONT

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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)

C. Availability (Cont'd)

(3) TIER 3 (Cont'd)

GALION
GALLIPOLIS
GAMBIER
GERALD
GIBSONBURG
GNADENHTTN
GRAND RPDS
HAYESVILLE
HEBRON
HELENA
HUNTSVILLE
HURON
JAMESTOWN
JOHNSTOWN
KENTON
LAURA
LAURELVL
LIMA
LOGAN
LONDON
LOUDONVL
LYNCHBURG
MANSFIELD
MARBLEHEAD
MARENGO
MARLBORO
MARYSVILLE
MCCOMB
MCONNELSVL

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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)

C. Availability (Cont'd)

(3) TIER 3 (Cont'd)

MEDINA
MILAN
MILLERSBG
MONTROSE
MT GILEAD
MT VERNON
NAPOLEON
NEVADA
NEW LONDON
NEWARK
NEWCOMRSTN
NEWCONCORD
NEWHOLLAND
NEWLXINGTN
NEWPHLDLPH
NEWPORT
NEWWSHNGTN
NILES
NO BALTIMR
NO LEWISBG
NORWALK
OAK HARBOR
ORRVILLE
OTTAWA
PEMBERVIL
PIKETON
POMEROY
PT CLINTON
PUT IN BAY
RATHBONE
RICHWOOD

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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)

C. Availability (Cont'd)

(3) TIER 3 (Cont'd)

RIDGEWAY
SALEM
SALINEVL
SANDUSKY
SCIO
SCOTT
SEVILLE
SHARON CTR
SHARON
SHELBY
SIDNEY
SOMERSET
SPENCER
STEUBENVL
TIFFIN
UHRICHSVL
UTICAHOMER
VALLEYCITY
VAN BUREN
VAN WERT
WADSWORTH
WAVERLY
WAYNEBRDNR
WEST SALEM
WEST UNION
WESTON
WHELNGZON8
WILLARD
WILLIAMSPT
WILMINGTON
WMANSFIELD
WOOSTER
WSNGTNCTHS
ZANESVILLE

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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>
	Flat-rate service plan:	\$100.00
	Metered service plan:	\$100.00
(2) Telephone Number charges:		<u>Per TN/Non-Recurring</u>
	Native/Non-Ported ANI	
	Flat-rate service plan:	\$1.50
	Metered service plan:	\$0.00
	Ported ANI	
	Flat-rate service plan:	\$30.00
	Metered service plan:	\$30.00
(3) Monthly Line charge:		<u>Monthly Charge per TN</u>
	Flat-rate service plan:	\$30.00
	Metered service plan:	\$1.00
(4) Usage charges applicable to Metered service plan:		
	<u>TIER</u>	<u>PER MINUTE CHARGE</u>
	1	\$0.0143
	2	\$0.0274
	3	\$0.0524

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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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SECTION 4 – BASIC SERVICES AND RATES (Cont'd)
4.7 inContact Services (Cont'd)**4.7.2 Local Two-Way Service (Cont'd)****C. Rates and Charges**

		<u>Per Customer/Non-Recurring</u>
(1)	Initial service installation charge	\$100.00
(2) Telephone Number charges:		<u>Per TN/Non-Recurring</u>
	Native/Non-Ported ANI	\$1.50
	Ported ANI	\$30.00
		<u>Monthly Charge per TN</u>
(3)	Monthly service charge	\$45.00
(4)	Local calling feature charges	

FEATURE	ADDITIONAL CHARGES
Caller ID	- \$7.95 per TN, per month
Call Waiting	- \$4.50 per TN, per month
Call Waiting ID (deluxe)	- \$12.95 per TN, per month
Call Forwarding	- \$3.50 per TN, per month
3-Way Calling	- \$4.25 per TN, per month and - \$0.75 per use
Call Rejection	- \$0.85 per use
Last Call Return (*69)	- \$4.40 per TN, per month and - \$0.75 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

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)

5.3 Reserved for Future Use

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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.

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.

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

5.5 Custom Calling Features

5.5.1 Feature Descriptions (Cont'd)

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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SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features****5.5.2 Rates**

FEATURE	RATE	BILLED
Call Forwarding	\$3.50	MRC
Speed Calling	\$3.50	MRC
Caller ID	\$7.95	MRC
Caller ID with Name	\$10.95	MRC
Call Trace	\$0.50	Per use
Call Blocking	\$2.50	MRC
Call Waiting	\$4.50	MRC
Call Waiting with Caller ID with Name	\$12.95	MRC
Three Way Calling	\$4.25 \$0.75	MRC Per use
Last Call Return (*69)	\$4.40 \$0.75	MRC Per use
Anonymous Call Rejection	\$2.50	MRC
Manual Call Rejection	\$0.85	Per use
Repeat/Auto Dial	\$0.50	Per use
Caller Identification Blocking	\$0.50	Per use

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

5.8 Directory Listing Service (Cont'd)

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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SECTION 5 - MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.8 Directory Listing Service (Cont'd)****5.8.3 Rates and Charges**

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

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EXHIBIT B

Exhibit B.1

Proposed Revised Tariff Pages of UCN, Inc.
P.U.C.O. Tariff No. 4

Local Telecommunications Services

SERVICE AREA DESCRIPTION

UCN, Inc. will offer service in those areas currently served by SBC-Ameritech Ohio, AT&T, MCI and/or Level 3. This tariff is effective only where an interconnection agreement is effective between UCN, Inc. and the underlying carrier. Specific service area information may be found in Section 3 of this tariff.

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SECTION 2 – RULES AND REGULATIONS (CONT'D)

2.5 Payment Arrangements (Cont'd)

- F. The Customer will be assessed a charge for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.

Actual
\$20.00

Maximum
\$40.00

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SECTION 2 – RULES AND REGULATIONS (CONT'D)**2.5 Payment Arrangements (Cont'd)****2.5.3 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 may submit claim for the disputed amount in writing or verbally.
- B. Unless disputed, the 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 Public Utility Commission of Ohio. The complaint may be filed at the following address:

Public Interest Center
Public Utility Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215-3793

The Customer may also contact the Commission via email at www.puco.ohio.gov or by toll-free number at 1-800-686-7826 or, for TDD-TTY, at 1-800-686-1570.

- 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.

2.5.4 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 facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill.

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SECTION 3 – SERVICE AREAS

3.1 Exchange Service Areas

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs: 1) Ameritech.

3.1.1 Local Calling Scope – Ohio Bell Service Areas

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Aberdeen	Aberdeen Ripley	Maysville, Ky. – S. Central Bell
Akron	Akron Atwater* Greensburg Hartville Kent Manchester Mogadore North Canton Uniontown Ravenna Rootstown	Doylestown – Doylestown Hudson (342, 650 and 655 central offices only) – Western Reserve Montrose – GTE Peninsula – Western Reserve Wadsworth – GTE Sharon Center – GTE Rittman – United
Alliance	Alliance Atwater Canton Marlboro Sebring	Damascus – United N. Benton – United N. Georgetown – GTE Paris – GTE
Alton	Columbus Met. Area London	Cheshire Center – GTE Pataskala – United Rathbone – GTE Sunbury – United Resaca – GTE
Arabia	Arabia Guyan Ironton Walnut	(None)

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SECTION 3 – SERVICE AREAS
3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Atwater	Akron Atwater Alliance Kent Marlboro Ravenna Rootstown	(None)
Barnesville	Barnesville Beallsville Bethesda Somerton	Fairview – Western Reserve Morristown – Western Reserve Quaker City – Western Reserve
Beallsville	Beallsville Barnesville Bethesda Clarington Somerton Woodsfield	(None)
Beavercreek	Dayton Met. Area Donnelsville Enon Jamestown Medway New Carlisle Spring Valley Xenia	Englewood – GTE Liberty – GTE Trotwood – GTE
Bedford	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel, Ohio Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Belfast	Belfast Hillsboro Marshall Sugar Tree Ridge	(None)

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SECTION 3 – SERVICE AREAS
3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Bellaire (Wheeling Zone VI)	Wheeling Zone VI Wheeling Zone VII Wheeling Zone VIII	Centerville – Western Reserve Wheeling Zone I – C&P of WV Wheeling Zone II – C&P of WV Wheeling Zone III – C&P of WV Wheeling Zone V – C&P of WV
Bellbrook	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Xenia	Englewood – GTE Liberty – GTE Trotwood – GTE
Belpre	Belpre Marietta	Little Hocking – Western Reserve Mineralwells, WV – C&P of WV Parkersburg, WV – C&P of WV Valley Mills – C&P of WV
Berea	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel, Ohio Elyria – Alltel, Ohio Hinckley – Western Reserve North Eaton – GTE Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Bethesda	Bethesda Barnesville Beallsville Somerton Wheeling Zone VIII	Centerville – Western Reserve Morristown – Western Reserve

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SECTION 3 – SERVICE AREAS**3.1 Exchange Service Areas (Cont'd)****3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Bloomingsburg	Bloomingsburg Jeffersonville New Holland Sedalia Washington Ct. House	Mt. Sterling – United
Bloomingsville	Bloomingsville Castalia Sandusky	(None)
Bowersville	Bowersville Jamestown Milledgeville Xenia	(None)
Brecksville	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel, Ohio Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Burton	Burton Chagrin Falls Cleveland Terrace	Bainbridge – Western Reserve Chardon – Western Reserve E. Claridon – Western Reserve Huntsburg – Western Reserve Newbury – Western Reserve Parkman – Western Reserve Russell – Western Reserve
Canal Fulton	Canal Fulton Akron Canton Manchester Massillon North Canton	(None)

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3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Canal Winchester	Columbus Met. Area Carroll Lancaster	Amanda – GTE Baltimore – GTE Cheshire Center – GTE Pataskala – United Rathbone – GTE Sunbury – United
Canfield	Canfield North Jackson North Lima Salem Youngstown	Berling Center – United
Canton	Canton Alliance Canal Fulton Martville Louisville Magnolia-Waynesburg Marlboro Massillon Navarre North Canton	Bolivar – GTE Carrollton – GTE Dellroy – GTE Malvern – GTE Mineral City – GTE Minerva – GTE Paris – GTE Beach City – GTE Brewster – GTE
Carroll	Carroll Canal Winchester Columbus Lancaster	Baltimore – GTE
Castalia	Castalia Bloomington Sandusky	(None)
Cedarville	Cedarville Jamestown Pitchin South Solon South Charleston Yellow Springs-Clifton Xenia	(None)

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SECTION 3 – SERVICE AREAS
3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Centerville	Dayton Met. Area Donnelsville Enon Medway Franklin New Carlisle Spring Valley	Englewood – GTE Liberty – GTE Trotwood – GTE
Chagrin Falls	Burton Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel, Ohio Hinckley – Western Reserve Newbury – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Cheshire	Cheshire Gallipolis Vinton	Pomeroy – GTE
Chesterland	Chesterland Cleveland Met. Area Kirtland	East Claridon – Western Reserve Newbury – Western Reserve Russell – Western Reserve
Christiansburg	Christiansburg Fletcher Lena New Carlisle North Hampton	St. paris – W. Ohio Tipp City – GTE Troy – GTE
Clarington	Clarinton Beallsville Duffy Woodsfield	Powhatan Point – Western Reserve

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3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Cleveland	Burton Cleveland Met. Area Chesterland Leroy	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel, Ohio East Claridon – Western Reserve Elyria – Alltel Ohio Grafton – GTE Hinckley – Western Reserve Montville – Western Reserve Newbury – Western Reserve North Easton – GTE Northfield – Western Reserve Perry – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve Valley City – GTE Avon Lake – Century
Columbiana	Columbiana Elect Palestine Lisbon Leetonia New Waterford North Lima Rogers Salem Youngstown	(None)

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SECTION 3 – SERVICE AREAS**3.1 Exchange Service Areas (Cont'd)****3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Columbus	Carroll Columbus Met. Area London	Ashville – GTE Baltimore – GTE Cheshire Center – GTE Delaware – GTE Johnstown – United Kilbourne – GTE Mt. Sterling – United Pataskala – United Rathbone – GTE Sunbury – United Granville – Alltel Resaca – GTE Alexandria – United
Conesville	Conesville Coshocton Dresden West Lafayette	(None)
Corning	Corning New Lexington Shawnee	(None)
Coshocton	Coshocton Conesville West Lafayette	Cooperdale – GTE Warsaw – GTE
Dalton	Dalton Massillon	Orrville – United
Danville	Danville Hillsboro Sugar Tree Ridge	Lynchburg – GTE Mowrystown – GTE

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SECTION 3 – SERVICE AREAS**3.1 Exchange Service Areas (Cont'd)****3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Dayton	Dayton Met. Area Donnellsville Enon Franklin* Jamestown Medway Middletown New Carlisle Spring valley Yellow Springs-Clifton Xenia	Brookville – GTE Englewood – GTE Farmersville – GTE Germantown – Germantown Gratis – GTE Laura – GTE Liberty – GTE New Lebanon – GTE Phillipsburg – GTE Tipp City – GTE Troy – GTE Trotwood – GTE Waynesville – United West Milton – GTE Lewisburg – GTE*
Donnellsville	Donnellsville Dayton Met. Area Enon Medway New Carlisle North Hampton Springfield	(None)
Dresdon	Dresdon Conesville Zanesville	Cooperdale-GTE Frazeyburg - United
Dublin	Columbus Met. Area	Cheshire Center – GTE Delaware – GTE Pataskala – United Plain City – GTE Rathbone – GTE Sunbury – United

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SECTION 3 – SERVICE AREAS
3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Duffy	Duffy Clarrington Gransville New Matamoras Woodsfield	(None)
East Liverpool	East Liverpool Lisbon Rogers Salineville Wellsville	Chester, WV – C&P of WV Hookstown, PA – PA Bell Smiths Ferry, PA – PA Bell
East Palestine	East Palestine Columbiana Lisbon New Waterford Rogers Salem Youngstown	E. Palestine, PA – PA Bell
Enon	Enon Dayton Met. Area Donnelsville Springfield Yellow Springs-Clifton	(None)
Fairborn	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley Yellow Springs-Clifton	Englewood – GTE Liberty – GTE Trotwood – GTE

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SECTION 3 – SERVICE AREAS

3.1 Exchange Service Areas (Cont'd)

3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Findlay	Findlay	Arcadia – Arcadia Arlington – GTE Benton Ridge – Benton Ridge Bloomdale – Unite Carey – GTE Jenera – GTE McComb – GTE Mount Blanchard – GTE Mount Cory – Orwell North Baltimore – GTE Rawson – GTE Van Buren – GTE Vanlue – Vanlue
Fletcher – Lena	Fletcher – Lena Christiansburg Piqua	St. Paris – W. Ohio Troy – GTE
Fostoria	Fostoria New Riegel	Arcadia – Arcadia Bascom – Bascom Bloomdale – United Risingsun – United
Franklin	Dayton Franklin Miamisburg-West Carrollton Middletown	Germantown – Germantown
Fremont	Fremont Lindsey	Bettsville – GTE Lindsey Clyde – GTE Gibsonburg – GTE Green Springs – United Helena GTE Old Fort – United
Fultonham	Fultonham New Lexington Roseville Somerset Zanesville	(None)

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SECTION 3 – SERVICE AREAS
3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Gahanna	Columbus Met. Area	Cheshire Center – GTE Johnstown – United Pataskala – United Rathbone – GTE Sunbury – United
Gallipolis	Gallipolis Cheshire Guyan Rio Grande Vinton Walnut	Point Pleasant – C&P of WV
Gates Mills	Cleveland Met. Area Chesterland Kirtland Mentor	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria East Claridon – Western Reserve Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Girard	Girard Hubbard Niles Youngstown	Warren – United
Glenford	Glenford New Lexington Somerset Thornville	Newark – Alltel
Gnadenhutten	Gnadenhutten Newcomerstown Uhrichsville	New Philadelphia – GTE

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3.1 Exchange Service Areas (Cont'd)**3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)**

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Graysville	Graysville Duffy Lewisville New Matamoras Woodsfield	(None)
Greensburg	Greensburg Akron Manchester North Canton Uniontown	(None)
Grove City	Columbus Met. Area	Cheshire Center – GTE Mt. Sterling – United Pataskala – United Rathbone – GTE Sunbury – United
Groveport	Columbus Met. Area	Cheshire Center – GTE Pataskala – United Rathbone – GTE Sunbury – United
Guyan	Guyan Arabia Gallipolis Walnut	(None)
Harrisburg	Columbus Met. Area London	Cheshire Center – GO Mt. Sterling – United Pataskala – United Rathbone – GTE Sunbury – United
Hartville	Hartville Akron Canton Louisville Marlboro North Canton Uniontown	(None)

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Hillcrest	Cleveland Met. Area Chesterland Kirtland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Hilliard	Columbus Met. Area	Cheshire Center – GTE Pataskala – United Plain City – GTE Rathbone – GTE Sunbury – United
Hillsboro	Hillsboro Belfast Danville Marshall Rainsboro Sugar Tree Ridge	Lynchburg – GTE Mowrystown – GTE Sinking Spring – GTE Leesburg – GTE
Holland	Toledo Met. Area	Delta – Alltel Lost Peninsula, MI – General of MI N. Sylvania, MI – GTE Richfield Center-Berkey – United Swanton – United Sylvania – GTE Waterville – United
Hubbard	Hubbard Girard Lowellville Youngstown Sharon	Lowellville, PA – PA Bell Warren – United

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Independence	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Ironton	Ironton Arabia	Chesapeake – GTE
Jamestown	Jamestown Beavercreek Bowersville Cedarville Dayton Jeffersonville Milledgeville South Solon Xenia	(None)
Jeffersonville	Jeffersonville Bloomingsburg Jamestown Milledgeville Sedalia South Solon Washington Ct. House	(None)
Kent	Kent Akron Atwater Mantua Mogodore Ravenna Rootstown	Aurora – Western Reserve Hudson – Western Reserve Hiram – Western Reserve

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Kirtland	Kirtland Chesterland Gates Mills Hillcrest Mentor Painesville Terrace Wickliffe Willoughby	(None)
Lancaster	Lancaster Canal Winchester Carroll Rushville Sugar Grove	Amanda – GTE Baltimore – GTE Brannen – GTE Pleasantville – GTE
Leetonia	Leetonia Lisbon Columbiana Salem Youngstown	(None)
Leroy	Leroy Cleveland Mentor Painesville Willoughby	(None)
Lewisville	Lewisville Graysville Woodsfield	(None)
Lindsey	Lindsey Fremont	(None)

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Lisbon	Lisbon Columbiana East Liverpool East Palenstine Leetonia Rogers Salem Salineville Wellsville New Waterford	Hanoverton – GTE Winona – GTE
Lockbourne	Columbus Met. Area	Ashville – GTE Cheshire Center – GTE Pataskala – United Rathbone – GTE Sunbury – United
London	London Alton Columbus Harrisburg Sedalia South Charleston South Solon South Vienna West Jefferson	Resaca – GTE
Louisville	Louisville Canton Hartville North Canton	(None)
Lowellville	Lowellville Hubbard North Lima Youngstown	Lowellville PA – PA Bell
Magnolia-Waynesburg	Magnolia-Waynesburg Canton	Mineral City – GTE

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Manchester	Manchester Akron Canal Fulton Greensburg	(None)
Mantua	Mantua Kent Ravenna	Aurora – Western Reserve Hiram – Western Reserve
Marietta	Marietta Newport Belpre New Matamoras	Barlow – GTE Bartlett – United Dexter City – GTE Lowell – GTE Lower Salem – GTE Watertown – GTE Williamstown, WV – C&P of WV
Marlboro	Marlboro Alliance Atwater Canton Hartville Rootstown	(None)
Marshall	Marshall Belfast Hillsboro Rainsboro	(None)
Martins Ferry-Bridgeport (Wheeling Zone VII)	Wheeling Zone VII Wheeling Zone VI Wheeling Zone VIII	Adena – GTE Dillonvale-Mt. Pleasant – GTE Tiltonsville – GTE Wheeling Zone I – C&P of WV Wheeling Zone II – C&P of WV Wheeling Zone III – C&P of WV Wheeling Zone V – C&P of WV

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Massillon	Massillon Canal Culton Canton Dalton Navarre North Canton	Beach City – GTE Brewster – GTE Wilmot – GTE
Maumee	Toledo Met. Area	Grand Rapids – GTE Lost Peninsula, MI – General of MI Richfield Center-Berkey – United Swanton – United Waterville – United
Medway	Medway Dayton Met. Area Donnelsville New Carlisle Springfield	(None)
Mentor	Mentor Gates Mills Kirtland Leroy Painesville Wickliffe Willoughby	Petty – Western Reserve
Miamisburg-West	Dayton Met. Area Donnelsville Enon Franklin Medway New Carlisle Spring Valley	Englewood – GTE Farmersville – GTE Germantown – Germantown Gratis – GTE Liberty – GTE Trotwood – GTE
Middletown	Middletown Dayton Franklin Monroe Tranton	Germantown – Germantown Gratis – GTE

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Milledgeville	Milledgeville Bowersville Jamestown Jeffersonville Washington Ct. House	(None)
Mingo Junction	Mingo Junction Steubenville	Brilliant – GTE
Mogadore	Mogadore Akron Kent Uniontown	(None)
Monroe	Monroe Middletown Trenton	(None)
Montrose	Cleveland Met. Area	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick -- GTE Columbia Station – Alltel, Ohio Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg -- Western Reserve
Murray City	Murray City Nelsonville Shawnee	Glouster - United
Navarre	Navarre Canton Massillon	Beach City – GTE Brewster – GTE
Nelsonville	Nelsonville Murray City Shawnee	Athens – GTE Logan – GTE New Marshfield – GTE The Plains – GTE

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
New Albany	Columbus Met. Area	Cheshire Center – GTE Johnstown – United Pataskala – United Sunbury – United Rathbone – GTE
New Carlisle	New Carlisle Christiansburg Dayton Met. Area Donnelsville Medway North Hampton Springfield	Tipp City – GTE Troy – GTE
Newcomerstown	Newcomerstown Gnadenhutzen West Lafayette	(None)
New Holland	New Holland Bloomington Washington Ct. House	(None)
New Lexington	New Lexington Corning Fultonham Glenford Roseville Shawnee Somerset Thornville Zanesville	Junction City - United
New Matamoras	New Matamoras Duffy Graysville Marietta Newport	(None)
Newport	Newport Marietta New Matamoras	(None)

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
New Riegel	New Riegel Fostoria Tiffin	Bascom – Bascom Vanlue – Vanlue
New Waterford	New Waterford Columbiana East Palestine Rogers Lisbon North Lima Youngstown	E. Palestine, PA – PA Bell
Niles	Niles Girard North Jackson Youngstown	Cortland – United Warren – United
North Canton	North Canton Akron Canal Fulton Canton Greensburg Hartville Louisville Massillon Uniontown	(None)
North Hampton	North Hampton Christiansburg Donnelsville New Carlisle Springfield Tremont City	(None)
North Jackson	North Jackson Canfield Niles Youngstown	Berlin Center – United Warren – United

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
North Lima	North Lima Canfield Columbiana Lowellville Youngstown New Waterford	Lowellville, PA – PA Bell
North Royalton	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Norwich	Norwich Philo Zanesville	New Concord – GTE
Olmsted Falls	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria Hinckley – Western Reserve North Eaton – GTE Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Painesville	Painesville Kirtland Leroy Mentor Willoughby	Perry – Western Reserve Madison – Western Reserve Montville – Western Reserve Chardon – Western Reserve

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Perrysburg	Toledo Met. Area	Lost Peninsula, MI – General of MI North Sylvania, MI – GTE Sylvania – GTE Richfield Center-Berkey – United Swanton – United Waterville – United
Philo	Philo Norwich Roseville Zanesville	(None)
Piqua	Piqua Fletcher-Lena	Bradford – United Covington – Alltel Troy – GTE
Pitchin	Pitchin Cedarville South Charleston Springfield Yellow Springs-Clifton	(None)
Rainsboro	Rainsboro Hillsboro Marshall	Greenfield – GTE
Ravenna	Akron Atwater Ravenna Kent Mantua Rootstown	Garrettsville – GTE Wayland – United Windham – United Hiram – Western Reserve
Reynoldsburg	Columbus Met. Area	Baltimore – GTE Cheshire Center – GTE Pataskala – United Rathbone – GTE Sunbury – United Alexandria – United

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Rio Grande	Rio Grande Gallipolis Vinton Walnut	(None)
Ripley	Ripley Aberdeen	Decatur – GTE Georgetown – GTE Russellville – GTE Higginsport – GTE
Rogers	Rogers Columbiana East Liverpool East Palestine Lisbon New Waterford	East Palestine, PA – PA Bell
Rootstown	Rootstown Atwater Kent Marlboro Ravenna Akron	(None)
Roseville	Roseville Fultonham New Lexington Philo Zanesville	Crooksville – United
Rushville	Rushville Lancaster Somerset Thornville	Brennen – GTE Pleasantville – GTE
St. Clairsville (Wheeling Zone VIII)	Bethesda Wheeling Zone VIII Wheeling Zone VI Wheeling Zone VII	Adena – GTE Centerville – Western Reserve Flushing – GTE Morristown – Western Reserve Wheeling Zone I – C&P of WV Wheeling Zone II – C&P of WV Wheeling Zone III – C&P of WV Wheeling Zone V – C&P of WV

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3.1 Exchange Service Areas (Cont'd)

3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)

EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Salem	Canfield East Palestine Salem Columbiana Lectonia Lisbon Youngstown	Damascus – United Winona - GTE
Salineville	Salineville East Liverpool Lisbon Wellsville	(None)
Sandusky	Sandusky Bloomington Castalia	Huron – GTE Milan – GTE
Sebring	Sebring Alliance	Damascus – United North Benton – United North Georgetown – GTE
Sedalia	Sedalia Bloomington Jeffersonville London South Solon	(None)
Sharon	Sharon Hubbard Youngstown	Sharon, PA – PA Bell Sharpsville – PA Bell West Middlesex, PA – PA Bell Warren – United
Shawnee	Shawnee Coming Murray City Nelsonville New Lexington	Logan – GTE
Somerset	Somerset Fultonharn Glenford New Lexington Rushville Thornville	Junction City – United

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Somerton	Somerton Barnesville Beallsville Bethesda Woodsfield	(None)
South Charleston	South Charleston Cedarville London Pitchin South Solon South Vienna Springfield	(None)
South Solon	South Solon Cedarville Jamestown Jeffersonville London Sedalia South Charleston	(None)
South Vienna	South Vienna London South Charleston Springfield	(None)
Springfield	Springfield Donnelsville Enon Medway New Carlisle North Hampton Pitchin South Charleston South Vienna Tremont City Yellow Springs-Clifton	Catawba – GTE

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Spring Valley	Spring Valley Dayton Met. Area Xenia	(None)
Steubenville	Steubenville Mingo Junction Toronto	Amsterdam – GTE Berholz – GTE Bloomington – Western Reserve Brilliant – GTE Follansbee, WV – C&P of WV Hopedale – Western Reserve Knoxville – GTE Richmond – GTE Smithfield – GTE Weirton, WV – C&P of WV
Strongsville	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Sugar Grove	Sugar Grove Lancaster	(None)
Sugar Tree Ridge	Sugar Tree Ridge Belfast Danville Hillsboro Winchester	Mowrystown – GTE
Terrace	Cleveland Met. Area Burton Chesterland Kirtland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Elyria Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Thornville	Thornville Glenford New Lexington Rushville Somerset	Hebron – United Millersport – GTE Pleasantville – GTE Newark – Alltel
Tiffin	Tiffin New Riegel	Attica – GTE Bascom – Bascom Bloomville – GTE McCutchenville – Sycamore Melmore – Sycamore Old Fort – United Republic – GTE Sycamore – Sycamore Bettsville – GTE
Toledo	Toledo Met. Area	Curtice-Oregon – GTE Delta – Alltel Elmore – GTE Erie, MI – General of MI Genoa – GTE Grand Rapids – GTE Haskins-Tontogany – GTE Lambertville-SHiteford MI – Alltel, MI Lost Peninsula, MI – General of MI Luckey – United Moline – United N. Sylvania, MI – GTE Richfield Center-Berkey – United Stony Ridge – United Swanton – United Sylvania – GTE Temperance, MI – General of MI Waterville – United Matamora – United Woodville – United

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Toronto	Toronto Steubenille Wellsville	Knoxville-GTE
Tremont City	Tremont City North Hampton Springfield	(None)
Trenton	Trenton Middletown Monroe	(None)
Trinity	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel Ohio Elyria – Alltel Ohio Hinckley – Western Reserve North Eaton – GTE Northfield – Western Reserve Richfield – Western Reserve Twinsburg – Western Reserve Avon Lake – Century
Uhrichsville	Uhrichsville Gnadenhutten	Bowertown – GTE Freeport – GTE New Philadelphia – GTE
Uniontown	Uniontown Akron Greensburg Mogadore Hartville North Canton	(None)
Upper Sandusky	Upper Sandusky	Carey – GTe Harpster – GTE McCutchenville – Sycamore Nevada – GTE Sycamore – Sycamore Wharton – GTE

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Vandalia	Dayton Met. Area Donnelsville Enon Medway New Carlisle Spring Valley	Englewood – GTE Liberty – GTE Tipp City – GTE Trotwood – GTE Troy – GTE
Victory	Cleveland Met. Area Chesterland	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel Ohio Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Vinton	Vinton Cheshire Gallipolis Rio Grande	(None)
Walnut	Walnut Arabia Gallipolis Guyan Rio Grande	(None)
Washington Ct. House	Washington Ct. House Bloomingburg Jeffersonville Milledgeville New Holland	(None)
Wellsville	Wellsville East Liverpool Lisbon Salineville Toronto	Chester, WV – C&P of WV

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Westerville	Columbus Met. Area	Cheshire Center – GTE Delaware – GTE Johnstown – United Pataskala – United Rathbone – GTE Sunbury – Unitd
West Jefferson	Columbus Met. Area London	Cheshire Center – GTE Pataskala – United Plain City – GTE Rathbone – GTE Sunbury – United
West Lafayette	West Lafayette Conesville Coshocton Newcomerstown	(None)
Whitehouse	Toledo Met. Area	Grand Rapids – GTE Lost Peninsula, MI – General of MI Neapolis – Alltel Ohio North Sylvania, MI – GTE Richfield Center-Berkey – United Swanton – United Sylvania – GTE Waterville – United
Wickliffe	Cleveland Met. Area Chesterland Kirtland Mentor	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel Ohio Hinckley – Western Reserve Northfield – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Willoughby	Cleveland Met. Area Chesterland Kirtland Leroy Mentor Painesville	Aurora – Western Reserve Bainbridge – Western Reserve Brunswick – GTE Columbia Station – Alltel, Ohio Hinckley – Western Reserve Northfield – Western Reserve Perry – Western Reserve Richfield – Western Reserve Russell – Western Reserve Twinsburg – Western Reserve
Winchester	Winchester Sugar Tree Ridge	Sardinia – GTE Seaman – GTE West Union – GTE
Woodsfield	Woodsfield Beallsville Clarington Duffy Graysville Lewisville Somerton	(None)
Worthington	Columbus Met. Area	Cheshire Center – GTE Delaware – GTE Pataskala – Union Rathbone – GTE Sunbury – United
Xenia	Xenia Beavercreek Bellbrook Bowersville Cedarville Jamestown Spring Valley Yellow Springs – Clifton Dayton	New Burlington – GTE Port William

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EXCHANGE AREAS IN LOCAL SERVICE AREA		
EXCHANGE AREA	OHIO BELL	OTHER
Yellow Springs – Clifton	Yellow Springs-Clifton Cedarville Enon Fairborn Pitchin Xenia Springfield Dayton	(None)
Zanesville	Zanesville Dresden Fultonharn Norwich Philo Roseville New Lexington	Adamsville – United Fazeysburg – United Gratiot – Alltel

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SECTION 3 – SERVICE AREAS**3.1 Exchange Service Areas (Cont'd)****3.1.1 Local Calling Scope – Ohio Bell Service Areas (Cont'd)****A. Metropolitan Areas**

- 1.) The exchange areas included in the Cleveland Metropolitan Area are as follows:

Cleveland	North Royalton
Bedford	Olmstead Falls
Berea	Strongsville
Brecksville	Terrace
Chagrin Falls	Trinity
Gates Mills	Victory
Hillcrest	Wickliffe
Independence	Willoughby
Montrose	

- 2.) The exchange areas included in the Columbus Metropolitan Area are as follows:

Columbus	Hilliard
Alton	Lockbourne
Canal Winchester	New Albany
Dublin	Reynoldsville
Gahanna	Westerville
Grove City	West Jefferson
Groveport	Worthington
Harrisburg	

- 3.) The exchange areas included in the Dayton Metropolitan Area are as follows:

Dayton	Fairborn
Beavercreek	Miamisburg-West Carrollton
Bellbrook	Vandalia
Centerville	

- 4.) The exchange areas included in the Toledo Metropolitan Area are as follows:

Toledo	Holland
Maumee	Perrysburg
Whitehouse	

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Case Nos. 90-9298-TP-TRP and 04-1759-TP-ACE

SECTION 4 -- BASIC SERVICES AND RATES (Cont'd)**4.5 Local Dialtone Service****4.5.1 General**

The Company offers local dialtone service to customers in the Exchange Areas of the LECs listed in Section 3.1. Local dialtone 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:**

Primary Line	\$19.95
Secondary Line	\$29.95

Monthly Rate

Primary Line	\$34.95
Secondary Line	\$34.95

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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.

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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>Charge</u>
Primary Service Connection Charge	*
Secondary Service Connection Charge	*
Transfer of Service Charge, Primary Line	\$40.00
Transfer of Service Charge, Secondary Line	\$20.00
Technician Dispatch Charge	\$75.00
Service Order Charge	N/A
 <u>Change Order Service Charges</u>	
Custom Calling Feature Change Order	\$15.00
Toll Restriction Fee Order	\$5.00
Telephone Number Change Order	\$5.00
Listing Change Charge	\$5.00

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

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**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>
Per occasion	\$25.00

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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: \$0.55

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

5.5 Custom Calling Features

5.5.1 Feature Descriptions (Cont'd)

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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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.5 Custom Calling Features****5.5.2 Rates****FEATURE****RATE****BILLED**

Per Call Blocking

No charge

Per Line Blocking

No charge

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

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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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**5.6 Directory Assistance and Operator Services (Cont'd)****5.6.2 Directory Assistance Rates**

	<u>Per Use Charge</u>
Direct dialed, local	\$0.85

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>
Station-to-station, local	\$0.85
Person-to-person, local	\$2.50

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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**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>
Busy Line Verification, each occasion	\$2.00
Emergency Interruption	\$2.50

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

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.

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

5.8 Directory Listing Service (Cont'd)

5.8.3 Rates and Charges

	<u>Per Month</u>
Primary Listings	\$0.00

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

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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SECTION 5 – MISCELLANEOUS SERVICES AND RATES (Cont'd)**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>
Nonrecurring charge, per line	*
Monthly, per line	\$8.50

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

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EXHIBIT A

Exhibit A.2

**Existing Affected Tariff Pages of UCN, Inc.
PUCO Tariff No. 2**

Resold Interexchange Telecommunications Services

UCN, Inc.

OHIO TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to Resold Interexchange Telecommunications Services provided by UCN, Inc., with principal offices at 14870 South Pony Express Road, Bluffdale, Utah 84065.

This tariff applies for services furnished within the State of Ohio. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected during normal business hours at the Company's principal place of business.

NOTES:

1. PUCO Tariff No. 2 of UCN, Inc. cancels and replaces, in its entirety, the company's PUCO Tariff No. 1, under its prior corporate name, Buyers United, Inc., d/b/a buyersonline, d/b/a United Carrier Networks.

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE NO.	REVISION	PAGE NO.	REVISION
1	Original*	37	Original*
2	Original*		
3	Original*		
4	Original*		
5	Original*		
6	Original*		
7	Original*		
8	Original*		
9	Original*		
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34	Original*		
35	Original*		
36	Original*		

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Change in Rule or Regulation.
- (D) - Delete or discontinue.
- (I) - Change resulting in an increase to a customer's bill.
- (M) - Moved from or to another tariff location.
- (N) - New.
- (R) - Change resulting in a reduction to a customer's bill.
- (T) - Change in text or regulation.

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SECTION 1 - DEFINITIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Carrier or Company - UCN, Inc., unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Dedicated Access - See Special Access Origination/Termination.

PUCO - Refers to the Public Utilities Commission of Ohio.

Special Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The Access Provider provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the Access Provider and the Customer is responsible for payment of these charges to the Access Provider.

Subscriber - The person, firm, corporation, or other legal entity, which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

Switched Access Origination/Termination - Where originating or terminating access between the Customer and the interexchange carrier is provided on Feature Group D circuits.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

UCN, Inc. offers intrastate service originating at specified points within the state of Ohio under terms of this tariff. The Company's services and resold facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four hours per day, seven days per week.

The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Subscriber, to allow connection of a Subscriber's location to the Company's network. The Subscriber shall be responsible for all charges due for such service arrangement.

2.2 Limitations

- 2.2.1** Service is offered subject to the availability of the necessary resold facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Subscriber or Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4** All services and resold facilities provided under this tariff are directly or indirectly controlled by the Company and the Subscriber may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5** Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS

2.3 Use

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

2.4 Liabilities of the Company

2.4.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with PUCO regulations and any other applicable law.

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

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

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

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SECTION 2 - RULES AND REGULATIONS**2.5 Taxes**

The customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the PUCO. All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking PUCO approval under the appropriate procedures required by the PUCO. The Company shall comply with PUCO procedures by sending notice to all customers informing them of the new line item charges.

2.6 Terminal Equipment

The Company's facilities and service may be used with or terminated in Subscriber-provided terminal equipment or Subscriber-provided communications systems, such as a PBX or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber, except as otherwise provided. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS

2.8 Denial or Disconnection of Toll Service

- 2.8.1 The Company may disconnect a subscriber's service for nonpayment under the conditions set forth in Rule 4901:1-5-17(B).
- 2.8.2 Without notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rules 4901:1-5-17(D) and (E).
- 2.8.3 With notice, the Company may disconnect a subscriber's service for nonpayment pursuant to and in compliance with Rule 4901:1-5-17(G).
- 2.8.4 Company's payment schedule and disconnection procedures for nonpayment adhere to Rule 4901:1-5-17(K).
- 2.8.5 The Company's procedures for the reconnection of toll service comply with Rule 4901:1-5-17(M).

2.9 Interruption of Service by the Company

Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of subscriber and the Company's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

The Company may discontinue Service without notice to the subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.

2.10 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company at any time.

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SECTION 2 - RULES AND REGULATIONS

2.12 Other Rules

2.12.1 Regulatory Changes

The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers as required to meet changing regulatory rules and standards of the Public Utilities Commission of Ohio and the Federal Communications Commission.

2.12.2 Refunds or Credits for Service Outages or Deficiencies

Credit allowances for interruptions of service caused by service outages or deficiencies are limited to the initial minimum period call charges for re-establishing the interrupted call.

2.13 800/888/877/866 Numbers

2.13.1 The Company will make every effort to reserve "800" vanity numbers on behalf of customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the customer requesting the number.

2.13.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800/888/877/866 service to another carrier (e.g., "porting" of the 800/888/877/866 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.

2.13.3 800/888/877/866 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. The Company will only honor Customer requests for change in Resp Org or 800/888/877/866 service provider for 800/888/877/866 numbers dedicated to the sole use of that single Customer.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General Description of Rates and Charges

3.1.1 Application of Charges

Long Distance Communications Service includes recurring and non-recurring charges. Stabilized recurring charges may be offered on a Customer specific basis where service demands or competitive necessity justify such charges. Recurring charges consist of flat-rated monthly and usage-sensitive charges. Service also may include a Minimum Charge. Nonrecurring charges for installation of a service and additions to service, as well as a Termination Charge and Cancellation Charge, are also included.

(a) Non-Recurring Charges: Non-Recurring Charges are billed in advance.

(b) Recurring Charges: Recurring Charges, including usage-sensitive charges, are billed in arrears.

3.1.2 Taxes

The Customer will be billed for, and is responsible for payment of any taxes, surcharges, fees or assessments (excluding taxes on the Company's net income) imposed on or based upon provision, sale or use of the Company's services.

3.1.3 Jurisdiction

When the location of the calling and the called stations is a factor in rate determination, the rate is calculated according to whether the termination of the call is intrastate, interstate or international. This tariff contains rates for intrastate calls only.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.2 Timing of Calls

3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.

3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.

3.2.4 *The Company will not bill for incomplete calls.*

3.3 Special Access Channels

Special access channels (i.e.: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

3.4 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 98% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.5 Service Offerings****3.5.1 Switched Long Distance Service**

Switched Long Distance Service is a usage based direct dialed interexchange service, which utilizes switched access facilities from equal access locations on the originating end of each call. Calls are billed in a maximum of 60 second increments. All charges are billed monthly in arrears.

3.5.2 Switched Toll-Free Service

Switched Toll-Free Service provides Toll-Free calls to terminating points throughout the state of Ohio, which utilizes switched access facilities from equal access locations on the terminating end of each call. Charges for the Toll-Free calls are billed to the Company's customers rather than the caller. Calls are billed in a maximum of 60 second increments with initial call duration of 60 seconds. All charges are billed monthly in arrears.

3.5.3 Dedicated Long Distance Service

Dedicated Long Distance Service is a direct dialed interexchange service, which utilizes dedicated access facilities on the originating end of each call. Calls are billed in 6 second increments with initial call duration of 6 seconds. All charges are billed monthly in arrears.

3.5.4 Dedicated Toll Free Service

Dedicated Toll Free Service provides inbound '800/888/877/866' calling to points terminating within the State of Ohio utilizing dedicated access facilities on the terminating end of each call. Charges for the '800/888/877/866' calls are billed to the Company's Customers rather than to the originating caller. Calls are billed in 6 second increments with initial call duration of 18 seconds. All charges are billed monthly in arrears.

3.5.5 Calling Card

Calls are billed in a maximum of 60 second increments with initial call duration of 60 seconds. All Card calls are billed monthly in arrears.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges**

Customers may receive service from differing underlying carriers and may choose Outbound 1+ and/or Inbound toll free options from Plans 10 – 20.

3.6.1 Plan 1

Plan 1 is a small business service. It provides Outbound 1+ switched and Inbound toll free calling. Calls are billed in 6 second increments.

Rates:

Outbound 1+ Switched:

Monthly Minutes of Use	Rate
0 – 999	\$0.0808
1,000 – 1,999	0.0768
2,000 – 2,999	0.0687
3,000 – 3,999	0.0663
4,000 – 4,999	0.0654
5,000 – 5,999	0.0614
6,000 – 6,999	0.0606
7,000 – 7,999	0.0566
8,000 – 8,999	0.0525
9,000 – 9,999	0.0485
10,000 – 10,999	0.0445
11,000 +	0.0331

Inbound Toll Free: \$0.095

Directory Assistance: Plan 1 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.2 Plan 2**

Plan 2 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Rates:

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.090
1,000 - 1,999	0.085
2,000 - 2,999	0.077
3,000 - 3,999	0.072
4,000 - 4,999	0.069
5,000 - 5,999	0.068
6,000 - 6,999	0.063
7,000 - 7,999	0.054
8,000 - 8,999	0.050
9,000 +	0.037

Directory Assistance: Plan 2 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.3 Plan 3**

Plan 3 is a residential service. It provides Outbound 1+ switched calling and Inbound toll free calling. Calls are billed in 60 second increments.

Rates:

Outbound 1+ Switched:

Monthly Minutes of Use	Rate
0 - 999	\$0.0800
1,000 - 1,999	0.0744
2,000 - 2,999	0.0680
3,000 - 3,999	0.0600
5,000 - 5,999	0.0560
6,000 - 6,999	0.0520
4,000 - 4,999	0.0504
7,000 - 7,999	0.0480
8,000 +	0.0440

Inbound Toll Free: \$0.18

Monthly fee: \$2.50

Directory Assistance: Plan 3 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.4 Plan 4**

Plan 4 is a switched plan of long distance services available to residential customers. Plan 4 Option plans include the following services: Outbound 1+ switched and Inbound toll-free services. Calls are billed in 60 second increments.

Rates:**Outbound 1+ Switched**

Monthly Minutes of Use	Rates
0 - 2,999	\$0.070
3,000 - 5,999	0.068
6,000 - 8,999	0.063
9,000 - 11,999	0.054
12,000 +	0.050

Inbound Toll Free: \$0.10

Monthly fee: \$4.95

Directory Assistance: Plan 4 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges****3.6.5 Plan 5**

Plan 5 is a small business switched long distance service offering consisting of 1+ outbound and toll free inbound service. Calls are billed in 6 second increments.

Rates:

Outbound 1+ Switched

Monthly Minutes of Use	Rate
0 - 999	\$0.1150
1,000 - 1,999	0.1093
2,000 - 2,999	0.1081
3,000 - 3,999	0.1070
5,000 - 5,999	0.0978
6,000 - 6,999	0.0943
4,000 - 4,999	0.1035
7,000 - 7,999	0.0932
8,000 - 8,999	0.0920
9,000 - 9,999	0.0874
10,000 - 10,999	0.0863
11,000 - 11,999	0.0751
12,000 - 12,999	0.0727
13,000 - 13,999	0.0646
14,000 +	0.0472

Inbound Toll Free: \$0.1299

Directory Assistance: Plan 5 customers will be charged \$0.60 per call for intrastate Directory Assistance calls

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.6 Plan 6**

Plan 6 is a switched long distance offering of services available to business/commercial customers. Plan 6 includes the following services: 1+ outbound and calling card services. Outbound 1+ switched calls are billed in 6 second increments. Calling card calls are billed for a 60 second minimum increment and 6 second additional increments.

Rates**Outbound 1+ Switched**

Monthly Minutes of Use	Rate
0 - 999	\$0.0850
1,000 - 1,999	0.0808
2,000 - 2,999	0.0805
3,000 - 3,999	0.0765
4,000 - 4,999	0.0723
5,000 - 5,999	0.0683
6,000 - 6,999	0.0680
7,000 - 7,999	0.0638
8,000 - 8,999	0.0595
9,000 - 9,999	0.0566
10,000 - 10,999	0.0536
11,000 +	0.0509

Calling Card: \$0.10

Directory Assistance: Plan 6 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.7 Plan 7**

Plan 7 is a residential service. It provides Outbound 1+ switched calling. Calls are billed in 60 second increments.

Monthly minutes of Use	Rates
0 - 999	\$0.090
1,000 - 1,999	0.080
2,000 - 2,999	0.077
3,000 - 3,999	0.072
4,000 - 4,999	0.069
5,000 - 5,999	0.054
6,000 - 6,999	0.050
7,000 +	0.037

Directory Assistance: Plan 7 customers will be charged \$0.60 per call for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.8 Plan 8**

Plan 8 is a small business service that provides Inbound toll free calling. Calls are billed in 6 second increments.

Monthly Minutes of Use	Rate
0 - 999	\$0.1400
1,000 - 1,999	0.1150
2,000 - 2,999	0.1080
3,000 - 3,999	0.1039
4,000 - 4,999	0.0979
5,000 - 5,999	0.0874
6,000 - 6,999	0.0863
7,000 - 7,999	0.0850
8,000 - 8,999	0.0809
9,000 - 9,999	0.0759
10,000 - 10,999	0.0723
11,000 - 11,999	0.0649
12,000 - 12,999	0.0638
13,000 - 13,999	0.0614
14,000 - 14,999	0.0606
15,000 - 15,999	0.0599
16,000 - 16,999	0.0566
17,000 - 17,999	0.0525
18,000 - 18,999	0.0509
19,000 - 19,999	0.0485
20,000 - 20,999	0.0445
21,000 +	0.0331

Monthly Access Fee: \$2.50

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.9 Plan 9**

Plan 9 is a residential service that provides Inbound toll free calling. Calls are billed in 60 second increments.

Monthly Minutes of Use	Rate
0 - 999	\$0.077
1,000 - 1,999	0.070
2,000 +	0.068

Monthly Access Fee: \$2.50

3.6.10 Plan 10

Plan 10 is a residential service that provides Outbound 1+, Inbound toll free and calling card service at flat rates. Calls are billed in 60 second increments.

Outbound 1+ Switched: \$0.079

Monthly Access Fee: \$4.95

Inbound Toll-Free: \$0.079

A monthly fee of \$1.00 applies

Calling Card: \$0.149

Directory Assistance: Plan 10 customers will be charged \$0.95 per call for intrastate Directory Assistance.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.11 Plan 11**

Plan 11 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0478
1,000 - 1,999	0.0434
2,000 - 2,999	0.0397
3,000 - 3,999	0.0378
4,000 - 4,999	0.0366
5,000 - 5,999	0.0355
6,000 +	0.0345

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.0479
1,000 - 1,999	0.0434
2,000 - 2,999	0.0397
3,000 - 3,999	0.0378
4,000 - 4,999	0.0366
5,000 - 5,999	0.0355
6,000 +	0.0345

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 11 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.12 Plan 12**

Plan 12 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0528
1,000 - 1,999	0.0468
2,000 - 2,999	0.0420
3,000 - 3,999	0.0396
4,000 - 4,999	0.0381
5,000 - 5,999	0.0368
6,000 +	0.0355

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.0529
1,000 - 1,999	0.0469
2,000 - 2,999	0.0421
3,000 - 3,999	0.0397
4,000 - 4,999	0.0382
5,000 - 5,999	0.0369
6,000 +	0.0356

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 12 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.13 Plan 13**

Plan 13 is a small business service that provides Outbound 1+ and Inbound toll free service. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0493
1,000 - 1,999	0.0441
2,000 - 2,999	0.0400
3,000 - 3,999	0.0378
4,000 - 4,999	0.0365
5,000 - 5,999	0.0353
6,000 +	0.0342

A monthly access fee of \$2.50 applies if monthly usage is less than \$50.00

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1030
1,000 - 1,999	0.0922
2,000 - 2,999	0.0835
3,000 - 3,999	0.0791
4,000 - 4,999	0.0763
5,000 - 5,999	0.0738
6,000 +	0.0714

A monthly fee of \$1.00 applies.

Directory Assistance: Plan 13 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.14 Plan 14**

Plan 14 is a business service that provides Outbound 1+, Inbound toll free and calling card service, based on monthly usage and mileage. Customers must meet the minimum volume usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free calls are billed in 6 second increments. Calling card calls are billed in 60 second increments.

Outbound 1+ Dedicated:
Monthly Minutes of Use

	Tier Called/Rates		
	A	B	C
0 - 999	\$0.0201	\$0.0389	\$0.1111
1,000 - 1,999	0.0178	0.0345	0.0985
2,000 - 2,999	0.0160	0.0309	0.0884
3,000 - 3,999	0.0151	0.0292	0.0833
4,000 - 4,999	0.0145	0.0281	0.0802
5,000 - 5,999	0.0140	0.0271	0.0774
6,000 - 6,999	0.0135	0.0261	0.0747
7,000 - 7,999	0.0130	0.0253	0.0722
8,000 - 8,999	0.0126	0.0245	0.0699
9,000 +	0.0122	0.0237	0.0677

Inbound Toll Free:
Monthly Minutes of Use

	Originating Tier/Rates		
	A	B	C
0 - 999	\$0.0235	\$0.0613	\$0.1268
1,000 - 1,999	0.0209	0.0544	0.1124
2,000 - 2,999	0.0187	0.0488	0.1009
3,000 - 3,999	0.0176	0.0460	0.0951
4,000 - 4,999	0.0170	0.0443	0.0916
5,000 - 5,999	0.0164	0.0427	0.0883
6,000 - 6,999	0.0158	0.0412	0.0852
7,000 - 7,999	0.0153	0.0399	0.0824
8,000 - 8,999	0.0148	0.0386	0.0797
9,000 +	0.0143	0.0374	0.0773

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 14 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.15 Plan 15**

Plan 15 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Dedicated

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0685
2,000 - 3,999	0.0607
4,000 - 5,999	0.0545
6,000 - 7,999	0.0514
8,000 - 9,999	0.0495
10,000 - 11,999	0.0477
12,000 - 13,999	0.0461
14,000 - 15,999	0.0445
16,000 - 17,999	0.0431
18,000 +	0.0417

Inbound Toll Free:

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0815
2,000 - 3,999	0.0722
4,000 - 5,999	0.0648
6,000 - 7,999	0.0611
8,000 - 9,999	0.0588
10,000 - 11,999	0.0567
12,000 - 13,999	0.0548
14,000 - 15,999	0.0530
16,000 - 17,999	0.0512
18,000 +	0.0496

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 15 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.16 Plan 16**

Plan 16 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Dedicated

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0444
2,000 - 3,999	0.0393
4,000 - 5,999	0.0353
6,000 - 7,999	0.0333
8,000 - 9,999	0.0320
10,000 - 11,999	0.0309
12,000 - 13,999	0.0298
14,000 - 15,999	0.0288
16,000 - 17,999	0.0279
18,000 +	0.0270

Inbound Toll Free:

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0390
2,000 - 3,999	0.0345
4,000 - 5,999	0.0310
6,000 - 7,999	0.0292
8,000 - 9,999	0.0281
10,000 - 11,999	0.0271
12,000 - 13,999	0.0262
14,000 - 15,999	0.0253
16,000 - 17,999	0.0245
18,000 +	0.0238

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 16 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.17 Plan 17**

Plan 17 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed in 6 second increments. Calling Card usage is billed in 60 second increments.

Outbound 1+ Dedicated

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0413
2,000 - 3,999	0.0366
4,000 - 5,999	0.0329
6,000 - 7,999	0.0310
8,000 - 9,999	0.0298
10,000 - 11,999	0.0288
12,000 - 13,999	0.0278
14,000 - 15,999	0.0268
16,000 - 17,999	0.0260
18,000 - 19,999	0.0252
20,000 +	0.0230

Inbound Toll Free:

Monthly Minutes of Use	Rates
0 - 1,999	\$0.0513
2,000 - 3,999	0.0455
4,000 - 5,999	0.0408
6,000 - 7,999	0.0385
8,000 - 9,999	0.0370
10,000 - 11,999	0.0357
12,000 - 13,999	0.0345
14,000 - 15,999	0.0333
16,000 - 17,999	0.0323
18,000 - 19,999	0.0313
20,000 +	0.0313

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 17 customers will be charged \$0.85 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.18 Plan 18**

Plan 18 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0478
1,000 - 1,999	0.0434
2,000 - 2,999	0.0397
3,000 - 3,999	0.0378
4,000 - 4,999	0.0366
5,000 - 5,999	0.0355
6,000 +	0.0345

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.0479
1,000 - 1,999	0.0434
2,000 - 2,999	0.0397
3,000 - 3,999	0.0378
4,000 - 4,999	0.0366
5,000 - 5,999	0.0355
6,000 +	0.0345

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 18 customers will be charged \$0.95 for intrastate Directory Assistance calls.

Issued: September 23, 2004

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Paul Jarman, President
UCN, Inc.
14870 South Pony Express Road
Bluffdale, Utah 84065

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.19 Plan 19**

Plan 19 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0493
1,000 - 1,999	0.0441
2,000 - 2,999	0.0400
3,000 - 3,999	0.0378
4,000 - 4,999	0.0365
5,000 - 5,999	0.0353
6,000 +	0.0342

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.1030
1,000 - 1,999	0.0922
2,000 - 2,999	0.0835
3,000 - 3,999	0.0791
4,000 - 4,999	0.0763
5,000 - 5,999	0.0738
6,000 +	0.0714

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 19 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.6 Rates and Charges (Cont.)****3.6.20 Plan 20**

Plan 20 is a small business service that provides Outbound 1+, Inbound toll free and calling card service. Customers must meet their minimum usage requirement, or they will be charged the difference. Outbound 1+ and Inbound toll free usage are billed for an 18 second minimum increment and 6 second additional increments. Calling card usage is billed in 60 second increments.

Outbound 1+ Switched

Monthly Minutes of Use	Rates
0 - 999	\$0.0528
1,000 - 1,999	0.0468
2,000 - 2,999	0.0420
3,000 - 3,999	0.0396
4,000 - 4,999	0.0381
5,000 - 5,999	0.0368
6,000 +	0.0355

Inbound Toll Free

Monthly Minutes of Use	Rates
0 - 999	\$0.0529
1,000 - 1,999	0.0469
2,000 - 2,999	0.0421
3,000 - 3,999	0.0397
4,000 - 4,999	0.0382
5,000 - 5,999	0.0369
6,000 +	0.0356

A monthly fee of \$1.00 applies.

Calling Card: \$0.099

Directory Assistance: Plan 20 customers will be charged \$0.95 for intrastate Directory Assistance calls.

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SECTION 4 - MISCELLANEOUS

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week, class of call and/or call duration.

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SECTION 5 - PROMOTIONS

5.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

5.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 6 - CONTRACT SERVICES

6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

Each contract will be filed with the Public Utilities Commission of Ohio.

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EXHIBIT B

Exhibit B.2

**Proposed Revised Tariff Pages of UCN, Inc.
PUCO Tariff No. 2**

Resold Interexchange Telecommunications Services

SECTION 2 - RULES AND REGULATIONS

2.7 Deposits/Advance Payments

The Company does not at this time collect or require customer deposits or advance payments to initiate service.

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SECTION 2 - RULES AND REGULATIONS

2.11 Payment for Service

All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a local exchange telephone company, credit card company, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies. For purposes of customers residing in Ohio, terms of payment are governed by and in compliance with MTSS: 1-5-15. Any objections to billed charges must be reported within 180 days to the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customer inquiries regarding service or billing may be made in writing or by calling the toll free number listed below:

Kimm Partridge
14870 S. Pony Express Rd.
Bluffdale, UT 84065
(866) 541-0000
kimm.partridge@ucn.net

Customers who are dissatisfied with the response to their complaint may contact the Public Utilities Commission of Ohio for resolution of the issues at the following address:

Public Utilities Commission of Ohio
180 E. Broad St.
Columbus, OH 43215-3793
(614) 466-3292
(800) 686-7826
TDD/TTY (800) 686-1570

Issued: September 23, 2004

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UCN, Inc.
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.7 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 interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

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.

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.

3.7.1 Public Telephone Surcharge

Rate per Call	\$0.30
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UCN, Inc.
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Bluffdale, Utah 84065

SECTION 4 - MISCELLANEOUS

4.2 Late Payment Charge

The company will charge a one-time 1.5% late payment fee on all invoices not paid by the due date identified on the Company bill.

4.3 Return Check Charge

The Company will assess a return check charge of up to \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds.

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EXHIBIT C

**Narrative Summarizing All Changes Proposed by
UCN, Inc.
In Compliance with PUCO Opinion and Order in Case No. 06-1345-TP-ORD**

UCN, Inc. ("UCN") has reviewed the text of P.U.C.O. Tariff No. 4 (local telecommunications services) and PUCO Tariff No. 2 (Resold Interexchange Telecommunications Services) and has made the following revisions to comply with PUCO Opinion and Order in Case No. 06-1345-TP-ORD. Pursuant to that *Opinion and Order*, UCN has been directed, as a competitive local exchange carrier, to remove language pertaining to the telecommunications services mandatorily detariffed in that proceeding; local exchange carriers have, however, also been directed to continue maintaining tariffs governing the rates, terms and conditions for the following Tier 1 services:

"local dial tone service; touch tone dialing service; access to and usage of 9-1-1 services; access to operator services and directory assistance; provision of a telephone directory and listing; per call, caller identification blocking services, access to telecommunications relay service, access to toll presubscription, interexchange or toll providers and networks of other companies (i.e., Basic Local Exchange Services).

Tariff provisions must also be maintained

"for purposes of complying with Commission and/or Federal Communications (FCC) directives including, but not limited to: primary interexchange carrier (PIC) change charges, Alternative Operator and Inmate Operator Services (AOS/IOS); late payment and bad check charges, per call and per line blocking; intrastate special and switched access services provided to carriers; N-1-1 service; pole attachments and conduit occupancy; pay telephone service; and telecommunications relay service."

Exhibit A.1 hereof sets forth the text which UCN has determined should be removed from the Company's P.U.C.O. Tariff No. 4 in connection with *Opinion and Order* Case No. 06-1345-TP-ORD. Exhibit B.1 sets forth for the Commission's review the text of Tariff P.U.C.O. No. 4 which will remain on file with the PUCO following the effectiveness of UCN's mandatory detariffing compliance filing.

As a provider of interexchange telecommunications services in Ohio, UCN also maintains on file PUCO Tariff No. 2, governing the Company's provision of Resold Interexchange Telecommunications Services. Exhibit A.2 sets forth the text which UCN has determined should be removed from the Company's PUCO Tariff No. 2 in connection with Opinion and Order Case No. 06-1345-TP-ORD. Exhibit B.1 sets forth for the Commission's review the text of Tariff PUCO No. 2 which will remain on file with the PUCO following the effectiveness of UCN's mandatory detariffing compliance filing.

To the extent the provisions previously set forth in UCN P.U.C.O. Tariff Nos. 4 and 2 have not been superceded by PUCO rules, these rates, terms and conditions of service will continue to apply to UCN's Ohio telecommunications service offerings.

EXHIBIT D

Rule 4901:1-6-05(G)(3) Statement of UCN, Inc.

UCN, Inc. ("UCN") has complied with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms and conditions for detariffed services by mailing to all Ohio customers a copy of the notice attached hereto as Exhibit E. UCN has also posted on the Company's website all information previously contained in its Tariff P.U.C.O. No. 4 (local telecommunications services), and Tariff PUCO No. 2 (resold interexchange telecommunications services) as on file with the Public Utilities Commission of Ohio prior to the effectiveness of this detariffing filing. Consumers may find these materials online at www.ucn.net/Default.aspx?tabid=94; alternatively, a copy of this information will be sent to consumers upon request by contacting UCN, Inc., c/o Customer Service, 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84047 (888) UCN-2344.

EXHIBIT E

**Rule 4901:1-6-16(B) Customer Notice of
UCN, Inc.**



March 1, 2008

Re: Mandatory Notice to All Ohio Customers

Dear Customer:

Beginning on April 1, 2008 the prices, service descriptions and the terms and conditions for certain telecommunications services that you are provided by UCN, Inc., will no longer be on file with the Public Utilities Commission of Ohio.

These "detriffed" services include all Local Exchange Telecommunications Services furnished by UCN, Inc., within the State of Ohio as previously set forth in P.U.C.O. Tariff No. 4 except Basic Local Exchange Services, which will continue to be governed by P.U.C.O. Tariff No. 4. Basic Local Exchange Services consist of local dial tone service, touch tone dialing service, access to and use of 9-1-1 services; access to operator services and directory assistance; provision of a telephone directory and listing, per call, caller identification blocking services, access to telecommunications relay service, access to toll presubscription, interexchange or toll providers and networks of other telecommunications companies.

Also "detriffed" are all Intrastate Toll Telecommunications Services furnished by UCN, Inc., within the State of Ohio, as previously set forth in P.U.C.O. Tariff No. 2.

You will be able to find these services online at www.ucn.net/Default.aspx?tabid=84 or you can request a copy of this information by contacting UCN, Inc., c/o Customer Service, 7730 S. Union Park Avenue, Suite 500, Midvale, Utah 84047, (888) UCN-2344.

This change does not affect the prices, terms or conditions of those services to which you currently subscribe. These services continue to be regulated by the Public Utilities Commission of Ohio.

If you have any questions about this matter, please call UCN, Inc., at the toll free number, (888) UCN-2344, or visit us online at www.ucn.net.

Sincerely,

UCN, Inc.

EXHIBIT F

Customer Notice Affidavit of
UCN, Inc.

CUSTOMER NOTICE AFFIDAVIT

STATE OF UTAH :
SS :
COUNTY OF SALT LAKE :

AFFIDAVIT

I, Kimm Partridge, am an authorized agent of the applicant corporation, UCN, Inc., and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to each of UCN's affected customers through United States mail, postage prepaid. Owing to differences in billing cycle dates, the customer notice was sent to UCN customers on a rolling basis throughout the month of March 2008, with the final notices being sent out on March 25, 2008. The precise dates of mailing, and the number of affected customers notified on each mailing date, are set forth following the text of the notice.

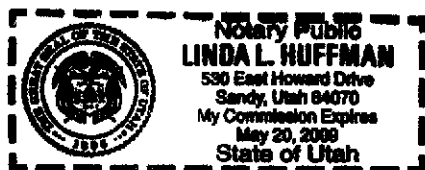
With the exception of the dates, which accurately reflected the mailing date of each customer notice, the text of each customer notice conformed exactly to the text attached hereto.

These customer notices were distributed to UCN's customers in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3-25-08 Midvale, UT
(Date) (Location)

Kimm Partridge
Signature

Subscribed and sworn to before me this 3-25-08
(Date)



Linda L. Huffman
Notary Public
My Commission Expires:



March 1, 2008

Re: Mandatory Notice to All Ohio Customers

Dear Customer:

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If you have any questions about this matter, please call UCN, Inc., at the toll free number, (888) UCN-2344, or visit us online at www.ucn.net.

Sincerely,

UCN, Inc.

NOTICE MAILING
DATE

NUMBER OF
AFFECTED CUSTOMERS

March 1, 2008	732
March 7, 2008	41
March 10, 2008	182
March 14, 2008	13
March 15, 2008	10
March 18, 2008	218
March 20, 2008	10
March 21, 2008	206
March 25, 2008	7