

UCN, Inc.
14870 South Pony Express Road
Bluffdale, UT 84065

SCHEDULE CAL P.U.C. NO. 2-T
Original Cal. P.U.C. Title Sheet

COMPETITIVE LOCAL CARRIER

Tariff Schedule Applicable to
COMPETITIVE LOCAL CARRIER SERVICES
OF
UCN, INC.

Applying to Provide Facilities Local Exchange Telecommunications Services Between Points in the State of California and
Containing Rates, Rules and Regulations Governing Service.

Advice Letter No. 8
Decision No. 05-06-050
Resolution No.

Issued By
Paul Jarman
President

Date Filed: October 31, 2006
Effective: November 7, 2006

COMPETITIVE LOCAL CARRIER

CHECK SHEET

Current sheets in this tariff are as follows:

Title	Original*	40	Original*	79	Original*
1	Original*		Original*	80	Original*
2	Original*	41	Original*	81	Original*
3	Original*	42	Original*	82	Original*
4	Original*	43	Original*	83	Original*
5	Original*	44	Original*	84	Original*
6	Original*	45	Original*	85	Original*
7	Original*	46	Original*	86	Original*
8	Original*	47	Original*	87	Original*
9	Original*	48	Original*	88	Original*
10	Original*	49	Original*	89	Original*
11	Original*	50	Original*	90	Original*
12	Original*	51	Original*	91	Original*
13	Original*	52	Original*	92	Original*
14	Original*	53	Original*	93	Original*
15	Original*	54	Original*	94	Original*
16	Original*	55	Original*	95	Original*
17	Original*	56	Original*	96	Original*
18	Original*	57	Original*	97	Original*
19	Original*	58	Original*	98	Original*
20	Original*	59	Original*	99	Original*
21	Original*	60	Original*	100	Original*
22	Original*	61	Original*	101	Original*
23	Original*	62	Original*	102	Original*
24	Original*	63	Original*	103	Original*
25	Original*	64	Original*	104	Original*
26	Original*	65	Original*	105	Original*
27	Original*	66	Original*	106	Original*
28	Original*	67	Original*	107	Original*
29	Original*	68	Original*	108	Original*
30	Original*	69	Original*	109	Original*
31	Original*	70	Original*	110	Original*
32	Original*	71	Original*	111	Original*
33	Original*	72	Original*	112	Original*
34	Original*	73	Original*	113	Original*
35	Original*	74	Original*	114	Original*
36	Original*	75	Original*	115	Original*
37	Original*	76	Original*	116	Original*
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39	Original*	78	Original*		

* Indicates sheets included in this filing

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SCHEDULE CAL P.U.C. NO. 2-T
Original Cal. P.U.C. Original Sheet 2

COMPETITIVE LOCAL CARRIER

CHECK SHEET (Cont'd)

Current sheets in this tariff are as follows:

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Advice Letter No. 8
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COMPETITIVE LOCAL CARRIER

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets 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 sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet 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 Ca.PUC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.(A).
 - 2.(A).1.
 - 2.(A).1.a
 - 2.(A).1.a.1.
 - 2.1.(A).1.(a).1.(i).
 - 2.1.1.A.1.(a).(i).(1).
- D. Check Sheets - When a tariff filing is made with the Ca. PUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets 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 symbol used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains 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 sheet is the most current on file with the Ca. PUC.

COMPETITIVE LOCAL CARRIER

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COMPETITIVE LOCAL CARRIER

Preliminary Statement

This tariff sets forth the rates and rules of UCN, Inc. applicable to its provisions of competitive local exchange service within the State of California to Customers located in exchange areas served by Pacific Bell and Verizon California.

The Company has been authorized by the California Public Utilities Commission (CPUC) to provide competitive local exchange service.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC and its provision of local exchange services throughout the State of California.

Application of Tariff

This tariff sets for the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by UCN, Inc. to residential and business customers within the State of California.

This tariff applies only for the use of the Company's services for local exchange communications between points within the State of California, including services which bundle local exchange service with other telecommunications services.

Availability of the Company's Tariff

Complete copies of the Company's advice letters and current tariff are maintained at the Company's business offices located at:

UCN, Inc.
14870 South Pony Express Road
Bluffdale, UT 84065

The tariff is also available for public inspection at the California Public Utilities Commission.

A copy of the Company's current tariff is available on the Internet at www.ucn.net.

COMPETITIVE LOCAL CARRIER

EXPLANATION OF SYMBOLS

- (C) To signify a changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of the tariff schedule with no change in text, rate, rule, or condition.
- (N) To signify new material, including listing, rate, rule, or condition.
- (R) To signify a reduction.
- (T) To signify a change in wording of text but not a change in rate, rule, or condition.

COMPETITIVE LOCAL CARRIER

SERVICE AREA MAP

The Company has been granted authority by the CPUC to provide facilities competitive local exchange service within the areas of the State of California identified on the following map, which depicts the combined service areas of Pacific Bell and Verizon California as shown on the CPUC Telephone Exchange Map revised 2/94.



COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 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:

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.
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).
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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 2 - Distance Calculations

The Company does not offer distance sensitive services.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 3 - Rate Periods for Time of Day Sensitive Services

The Company does not offer time of day sensitive services.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 4 - Local Exchange Service

1. **General**

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

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

A. **Primary Line**

The initial residential local exchange access line per account.

B. **Secondary Line**

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 5 - Local Dialtone Service

1. General

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

2. Rates

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

* Includes first monthly payment

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

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

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 6 - Basic Local Service Package

1. General

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

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

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

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

2. Rates

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

* Includes first monthly payment

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

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

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 7 - 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.

1. Service Order Charges

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

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 7 - Service Change Charges (Cont'd)

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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 7 - Service Change Charges (Cont'd)

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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 8 - 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>Residence</u>
Per occasion	\$25.00

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 9 - Reserved for Future Use

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 10 - 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: \$0.30

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 11 - 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.

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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 11 - Custom Calling Features (Cont'd)

1. Feature Descriptions (Cont'd)

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

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

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

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

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

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

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

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 11 - Custom Calling Features (Cont'd)

2. Rates

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 12 - Directory Assistance Services

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

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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 12 - Directory Assistance Services (Cont'd)

2. Rates

A. Basic Directory Assistance

Direct dialed, per call	<u>Residence</u> \$0.75
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COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 13 - 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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 14 - Directory Listing Service

1. General

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

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

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

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

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

2. Listings

A. Primary Listing

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 14 - Directory Listing Service (Cont'd)

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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 14 - Directory Listing Service (Cont'd)

2. Listings (Cont'd)

C. Nonpublished Service

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

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

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

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

D. Nonlisted Service

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

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

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 14 - Directory Listing Service (Cont'd)

3. Rates and Charges

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 15 - Carrier Presubscription

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.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 16 - 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.

1. Rates

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

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES

Schedule 17 - Blocking Service

1. General

Blocking service is a feature that permits Customers to restrict access from their telephone line to various discretionary services. The following blocking options are available upon request to all Customers, provided the serving central office is appropriately equipped to provide the service:

- a. 900, 700 Blocking - Allows the subscriber to block all calls beginning with the 900 and 700 prefixes (i.e., 900-XXX0-XXXX) from being placed.
- b. 900, 971, 976 & 700 Blocking - allows the subscribed to block all calls beginning with the 900, 971, 976, and 700 prefixes from being placed.
- c. Third Number Billed and Collect Call Restriction - provides the subscriber with a method of denying all third number billed and collect calls to a specific telephone number provided the transmitting operator checks their validation data base.
- d. Toll Restriction (1+ and 0+ Blocking) - provides the subscriber with local dialing capabilities but blocks any Customer-dialed call that has a long distance charge associated with it.

Toll Restriction will not block the following types of calls: 911 (Emergency), 1+800 (Toll Free), and operator assisted toll calls.
- e. Toll Restriction Plus - provides subscribers with Toll Restriction, as described in 1.d of this Section, and blocking of 411 calls.
- f. Direct Inward Dialing Blocking (Third Party and Collect Calls) -provides business Customers who subscribed to DID service to have Third Party and Collect Call Blocking on the number ranges provided by the Company.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES (Cont'd)

Schedule 17 - Blocking Service (Cont'd)

2. Regulations

- (A) The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third number billed or collect calls.
- (B) Blocking Service is available where equipment and facilities permit.

3. Rates and Charges

(A) Recurring and Nonrecurring Charges

The following rates and charges are in addition to all other applicable rates and charges for the facilities furnished.

Nonrecurring Charge:	Pacific Bell Areas	Verizon Areas
Initial Order		
900 and 700 Blocking	\$0.00	\$0.00
900, 976, and 700 Blocking	\$0.00	\$0.00
Subsequent Order	\$5.00	\$15.00 Business
900 976, and 700 Blocking	\$5.00	\$7.50 Residence
Monthly Charge:		
Third Number Billed and Collect Call Restriction	\$0.50	\$2.00
Toll Restriction	\$0.50	\$2.50

- (B) Pricing for Blocking Service for a business Customer with more than 200 lines is on an individual case basis.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULE (Cont'd)

Schedule 18 - Calling Features

1. General

The features in this section are made available on a per usage basis. All features are provided subject to availability; features may not be available with the Calling Features. Transmission levels may not be sufficient in all cases.

2. Description of Features

Three Way Calling: Permits the Customer to add a third party on an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The Customer initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on outgoing and incoming.

Call Trace: Allows Customer to key in a code that alerts the network to trace the last call received. The traced telephone number is automatically sent to the company for storage for a limited amount of time and is retrievable by legally constituted authorities upon proper request by them. By contracting the Company, the Customer can use this application to combat nuisance calls. There is a maximum of five (5) traces to any number per billing period.

Repeat Dialing: Permits the end user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached by using Continuous Redialing:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Call to 911

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 18 - Calling Features (Cont'd)

2. Description of Features, (Cont'd)

Call Return: Allows a Customer to automatically redial the last number dialed. This is accomplished by the Customer activating a code. The network periodically tests the busy/free status of the called line for up to 30 minutes until both lines are found free and then redials the call for the Customer.

This feature also allows Customers, having reached a busy number, to dial a code before hanging up. The Automatic Callback feature then continues to try the busy number for up to 30 minutes until it becomes free. Once the busy line is free the Call is automatically redialed and then Customer is notified of the connected call via a distinctive ring.

The following types of calls cannot be invoked with Call Return:

- Calls to 800 Service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Call to 911

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 18- Calling Features (Cont'd)

3. Rates and Charges

(A) Monthly Rates - Pacific Bell Areas

	Residence	Business
Call Trace		
Monthly cap	5 Traces	5 Traces
Call Return (*69)		
Monthly cap	n/a	
Repeat Dialing (*66)		
Monthly cap		
Three-Way Calling		
Monthly cap	n/a	

(B) Monthly Rates - Verizon Area

	Residence	Business
Call Trace		
Monthly cap	5 Traces	5 Traces
Call Return (*69)		
Monthly cap		
Repeat Dialing (*66)		
Monthly cap		
Three-Way Calling		
Monthly cap		

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 19 - Universal Lifeline Telephone Service

1. Description

Universal Lifeline Telephone (ULTS) Service will be offered by the Company to residential Customers ULTS includes.

- (A) Installation of a residential primary access line
- (B) Basic dial ton service
- (C) Unlimited incoming calls
- (D) Measured rate service with an allowance of 60 unlimited local calls per month
- (E) If required, one installation every 12 months of inside wire of residence primary access line, including the primary standard jack, at 50% of the nonregulated charges when the work is performed by the Company.

2. Regulations

(A) The following criteria for eligibility to ULTS:

1. The residence premise at which the service is requested is the applicant's principal place of residence.

The residence premises household (Dwelling unit) shall consist of that portion of an individual house or building or one flat or apartment occupied entirely by a single family or functioning as one domestic establishment.

A room or portion of a residence premises occupied exclusively by an individual not sharing equally as a member of the domestic establishment may be considered a separate dwelling unit (premises) for the application of ULTS.

2. There is only one exchange access line serving the residence premises.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 19 - Universal Lifeline Telephone Service (Cont'd)

2. Regulations (Cont'd)

(A) The following criteria for eligibility apply to ULTS; (cont'd)

3. For the fiscal year for which the service is provided, based on current income, the applicant's total household income does not exceed the following:

Household Size	Income Limitation
1-2	\$21,300
3	\$25,100
4	\$30,200
Each additional member	\$5,100

4. No person who is claimed as a dependent on another person's income tax return shall be eligible for ULTS.

5. The applicant's total household income is subject to verification by CPUC or by the Company.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 19 - Universal Lifeline Telephone Service (Cont'd)

2. Regulations(Cont'd)

(B) Certification

1. The applicant will self-certify eligibility for ULTS. Recertification is required annually or at anytime the qualifying criteria for recipients changes.
2. New applicants for telephone service ordering ULTS are required to return a signed self-certified form to the Company within 45 days or service will be changed to the regular tariffed rate. The full rate (excluding usage) will be retroactive to the date the ULTS rate commenced. Also, if service and labor charges were billed at the discounted ULTS rate, the amount of the discount will be backed billed. The three (3) month limitation to back billing is not applicable to the recurring and nonrecurring charges. The regular change of service charge will also be applicable. Applicants who do not return a signed self-certification form to the Company within 45 days will be subject to the normal deposit requirements.
3. The Company will mail recertification forms annually to each recipient of ULTS. If the certificate is not received by the Company within 60 days, the Company will assume that the Customer is no longer eligible. The service will be converted to the regular tariffed rate for the type and grade of service furnished. No nonrecurring charge will be applicable for the change in service.

- (C) Additional service and equipment are not included in the ULTS rate, but will be provided to ULTS Customer at applicable tariffed rates.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 19 - Universal Lifeline Telephone Service (Cont'd)

2. Regulations(Cont'd)

(D) Deposits

1. Establishment of Credit - ULTS Residence Applicants

A deposit or other form of security will not be required unless the ULTS applicant has an unpaid final residence bill over 45 days old.

(E) Regulations not found herein are as set forth in other sections of this tariff.

(F) Customers qualifying for ULTS will be entitled to one installation every 12 months of primary access line as shown in rates and charges. No carry-over credit will be given for years in which no installation at reduced rates is made.

Existing non-ULTS Customers qualifying for ULTS will be charged the ULTS change of service for change in class, type or grade of service, if applicable.

(G) Recipients of ULTS must notify the Company when they no longer qualify for ULTS or if the service no longer meets the household's needs. Upon receipt of the notification, the Company will change the service to the regular tariffed rates for the service furnished. No charge will be applicable for this change in service.

If the Company discovers that conditions exist which cause the recipient not to qualify for ULTS, the Customer will be notified that the service will be converted to regular tariffed rates, retroactive to the date the Customer can prove they became ineligible. If the Customer cannot prove when they became ineligible, the Company will bill the Customer retroactive to the last certification date. The rate billed will be the difference between the ULTS rate and the regular full rate, excluding usage, and will include nonrecurring charges, if applicable.

COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 19 - Universal Lifeline Telephone Service (Cont'd)

2. Regulations(Cont'd)

(G) (Cont'd)

The Customer will be subject to the Company's rules applicable to the establishment of credit and subject to normal deposit requirements.

No charge will be applicable for this change in service.

3. Rates and Charges

All monthly rates will be rounded to the next lower one cent (\$0.01).

(A) Basic Exchange Service

ULTS Flat or Measured Rate Service will be available at 50% of the applicable exchange's measured rate service or flat rate service as set forth in this tariff.

Flat Rate	\$5.34
Measured Rate	\$2.85

(B) Service Charge

Initial service installment of a primary access line for qualified ULTS Customers will be charged at the rate below, subject to limitations as set forth in this Rate.

ULTS Flat or Measured Service

First installation within a 12 month period	\$9.50
Each subsequent installation - within the same 12 month period at a principal place of residence with a different address from the first installation	\$16.50

(C) ULTS Measured Rate Usage Charges

Service is provided with a n allowance of 60 untimed local calls. Local messages of this designated allowance are provided at the following rate.

61 and over	\$0.08 per message
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COMPETITIVE LOCAL CARRIER

1.0 RATE SCHEDULES, (Cont'd)

Schedule 20 - Public Telephone Surcharge

1. General

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, not presubscribed to the Company, used to access Company provided service. This surcharge, which is in addition to standard tariffed usage charges and any applicable provided 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 telephone include coin-operated and coinless phones owned by local telephone companies, independent companies and intexchange carriers. The Public Pay Telephone Surcharge applies to initial completed call and my 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.

COMPETITIVE LOCAL CARRIER

2.0 RULES

No. 1 Definitions

Access Code - Denotes a uniform code assigned to the Company. The code has the form 10XXX or 10XXXXXX for direct access; 950-0XXX or 950-1XXX for calling card access.

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

ANSWER SUPERVISION - The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

AUTHORIZED USER - A person, firm, or corporation authorized by the Customer to be an end-user of the service of the Customer.

CALL - A Customer attempt for which the complete address code is provided to the service end office.

CARRIER - An entity which provides telecommunications services to the public for hire.

CENTRAL OFFICE - A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

CHANNEL - A communications path between two or more points of termination

COMMISSION - The California Public Utilities Commission.

COMMUNICATIONS SYSTEM - Denotes channels and other facilities which are capable of communications between two or more locations or between two or more pieces of terminal equipment.

COMPANY - UCN, Inc. (UCN).

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 1 Definitions (Cont'd)

CLC - Competitive Local Carrier. A common carrier that was issued a Certificate of Public Convenience and Necessity after July 24, 1995 to provide telecommunication service within geographic area.

CPUC - The California Public Utilities Commission

CUSTOMER - Any individual, partnership, association, corporation or other entity which subscribes to the services offered under this tariff.

CUSTOMER DESIGNATED PREMISES - The premises specified by the Customer for origination of termination of services.

DATE OF PRESENTATION - The postmark date on the billing envelope.

DUAL TONE MULTIFREQUENCY (DTMF) - Tone signaling, also known as touch tone signaling.

END OFFICE SWITCH - A Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

END USER - Any Customer of an intrastate telecommunication service that is not a Carrier or Common Carrier except that a Carrier shall be deemed to be an End User when such Carrier uses a telecommunication service for administrative purposes.

EXCHANGE - A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

EXCHANGE CARRIER - A carrier which offers telecommunications services to the public within an exchange area.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 1 Definitions (Cont'd)

FACILITIES - Denotes any cable, poles, conduit, carrier equipment, wire center distribution frames, central offices switching equipment, etc., utilized to provide the service offered under this tariff.

FIRM ORDER CONFIRMATION - The date the Customer confirms an order for service to be provided by the Customer.

HOLIDAYS - The Company observes the following Holidays, New Year's Day, Memorial Day, July 4, Thanksgiving, Christmas Day.

INTEREXCHANGE CARRIER (IC) - Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

INTERSTATE COMMUNICATIONS - Any communications that crosses over a state boundary. Interstate Communications includes interstate and international communications.

INTRASTATE COMMUNICATIONS - Any communications which originates and terminates within the same state and is subject to oversight by a state regulatory commission (such as the CPUC) as provided by the laws of the state involved.

JOINT USER - An individual or entity authorized by the Company and the Customer to share in the use of a Customer's Business Exchange Service.

LOCAL ACCESS AND TRANSPORT AREA (LATA) - A geographic 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 designated as a LATA in the National Exchange Carrier Association, Inc. Tariff FCC No. 4.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 1 Definitions (Cont'd)

LOCAL CALLING AREA - The Company's local calling area for basic service rates mirror the local calling area described in the dominant local exchange carrier's tariff for that region. Pacific Telesis' local calling area/zone descriptions can be found in the Pacific Bell's CAL. P.U.C. No. A5, Section 5.2.1 Verizon's local calling area/zone descriptions can be found in CAL P.U.C. No. A28, Section III-B.

MAJOR RATE INCREASE - A rate is a Call as defined above.

MESSAGE - A Message is a Call as defined above.

MINOR RATE INCREASE - A rate increase which is both less than 1% of the Company's total California intrastate revenues and less than 5% of the affected service's rates. Increase shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a Major Rate Increase.

NON PUBLISHED SERVICE - Service in which the Customer's name, address and telephone number are omitted from any telephone directory, street address directory, or in the directory assistance records available to the general public.

OFF-HOOK - The active condition of a telephone exchange line or dedicated access line.

ON-HOOK - The idle condition of a telephone exchange line or dedicated access line.

PREMISES - A building or buildings on contiguous property, not separated by a public highway or tight-of-way.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 1 Definitions (Cont'd)

SERVING WIRE CENTER - The wire center from which the Customer-designated premises normally obtains dial tone from the Company.

SPECIAL ACCESS CIRCUIT - The physical pathway for transmission or information between a dedicated originating point and a dedicated terminating point..

TRANSMISSION PATH - An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any of configuration of plant used in the telecommunications industry.

TRUNK - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

TRUNK GROUP - A set of trunks which are traffic engineered as a unit for the establishment of connection between switching systems in which all of the communications paths are interchangeable.

UCN – UCN, Inc.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 2 Description of Service

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

Customer and users may use service and facilities provided under this tariff to obtain access to services offered by other service providers. 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 (e.g., NPA 900, NXX 976, etc.).

Service is offered for local calling to Customers pursuant to the terms of this tariff. Description applicable to specific offerings are found in the Rate Schedules contained in Section of this tariff.

Service is available 24 hour per day, seven days per week and is subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment and facilities.

Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with facilities services provided by other certificated carriers.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 3 Application for Service

Service is installed by arrangement between UCN and the Customer.

- (A) A Customer desiring to obtain service, which may be initiated based on a written or oral agreement between the Company and the customer, must provide the following information: 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.

The Company shall designate an address to which the Customer shall mail or deliver all notices and other communication, except that the Company may designate a separate address on each bill for service to which Customer shall mail payment on that bill.

During the initial contact all applicants for residential service must be given information regarding the Universal Lifeline Program and its availability.

Service may be initiated based on a written or oral agreement between the Company and the Customer. In either case, prior to the agreement, the Customer shall be informed of all rates and charges or the services the Customer desires and any other rates or charges which will appear on the customer's first bill.

If the application is made verbally, the Company will, within 10 days of initiating the service order, provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the Customer's bill. The letter must be in a language other than English if the sale was in another language. Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect what the Customer pays for telecommunications service provided by the Company.

- (B) Cancellation of Application for Service

When a Customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below. The special charges described in this section will be calculated on a case by case basis.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 3 Application for Service (Cont'd)

(B) Cancellation of Application for Service: (Cont'd)

Where, prior to cancellation by the Customer, the Company incurs any expenses in stalling the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs of the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charges for the minimum period of services orders, including installation charges, and all charges other levy against the Company that would have been chargeable to the Customer had service begun (all discounted to present value to six percent).

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, let 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.

Charges are subject to the provisions of General Order No. 95-A.

(C) Cancellation of Service:

The Customers may have service discontinued upon verbal or written notice to the Company. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

Charges are subject to the provisions of General Order No. 96A.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 3 Application for Service (Cont'd)

(D) 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. Any termination shall not relieve the Customer of his or her 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 terms of the service Order shall survive termination.

(E) Termination Liability:

Unless otherwise specified in individually negotiated contracts, the termination liability for service purchased under a Term Agreement will be equal to the lesser of either.

- 1) 20% of the balance of the total billing payable during the life of the term, or
- 2) the difference between the monthly rate for the selected term plan and the monthly rate for the longest term plan that Customer could have satisfied prior to early discontinuance of service.

(F) Initiated Service

Within 10 days of initiating service, the Company shall state in writing for all new Customers all material terms and conditions that could affect the Customer pays for telecommunications services provided by the Company.

Potential Customers who are denied service for failure to establish credit or pay deposit as described in this tariff must be given the reason for the denial in writing within 10 days of service denial.

UCN, Inc.
14870 South Pony Express Road
Bluffdale, UT 84065

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COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 4 Reserved For Future Use

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 5 Special Information Required on Forms

(A) Customer Bills

The company's name shall be identified on each Customer bill. Each bill will prominently display a toll-free number for service or billing inquiries, together with an address where the Customer may write to the Company. If the Company uses a billing agent, the Company will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following:

1. When the bill shall be paid by the Customer to the Company;
2. Billing detail, including the period of service covered by the bill;
3. Late payment charges and when they will be applied;
4. How the Customer must pay the bill;
5. How to contact the Company with questions about the bill; and
6. If the Customer's bill contains charges for interLATA and instate toll calling billed by the Company on behalf of an intrexchange carrier authorized to provided those services, then the bill will include a too-free number for service or billing inquiries.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 5 Special Information Required on Forms (Cont'd)

(A) Customer Bills (Cont'd)

Each bill shall also include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of the presentation date. Should you have any questions regarding this bill, please request an explanation from UCN. If you believe you have been incorrectly billed you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch, California State Building, 505 Van Ness Avenue, San Francisco, California 94102. To avoid having service disconnected, payment of the disputed bill should be made "under protest" to the CPUC or payment arrangements should be made agreeable to the Company pending the outcome of the Commission's Consumer Affairs Branch review. The Consumer Affairs Branch shall review the basis of the billed amount, communicate the result of its review to the parties and inform you of your recourse to pursue the matter further with the Commission."

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by UCN, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12 month period."

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 6 Advanced Payment, Deposits, and Guarantors

(A) Advanced Payments

At the time an application for service is made, an applicant may be required to pay an amount equal to one month's service charge and/or the service connection and/or equipment charges which may be applicable as well as any nonrecurring charges for any required special construction. The Company will not require advance payments for usage. The advance payment made by the Customer is credited to the Customer's account on the first bill rendered.

(B) Deposits

1. Requirement: The Company may, at its sole discretion, require an applicant or an existing Customer to post a guarantee for the payment of charges as a condition to receiving service or additional services. the Company reserves the right to review an applicant's or Customer's credit history at any time to determine if a deposit is required.
2. Nondiscontinuance: Deposits will not be required by the Company based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
3. Amount: The amount of the deposit shall not exceed twice the estimated average monthly bill for the class of service for which the deposit is to be applied. In the event a customer requests service in addition to basic service, the average bill will reflect the aggregate services requested by the Customer. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 6 Advanced Payments, Deposits, and Guarantors (Cont'd)

(B) Deposits (Cont'd)

4. Refund Upon Discontinuance: Upon discontinuance or termination of service, the Company will credit the deposits to the charges stated on the final bill. The balance, if any, will be returned to the Customer within 30 days after discontinuance of service, and will include any interest on the deposit as set forth above.
5. Refund After Satisfactory Payment: After payment of all charges for 12 consecutive billing periods, within 30 days, the Company will refund the deposit to the Customer. The refund will include interest at the rate set forth above. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account. However, deposits may not receive interest if the Customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.
6. Deposit Receipt: See Rule 5.
7. Deposits Shall Not Be Required If the Applicant:
 - a. Provides a satisfactory credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, Customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
 - b. A co-signer guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
 - c. The Company cannot refuse a deposit to establish credit for service. However, it may request that the deposit be made in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit, etc.).

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 7 Notices and Communications

- (A) Notices by the Company: Unless otherwise provided by these Rules, any notice by the Company to the Customer or to the Customer's authorized representative will be given in writing either by facsimile to the Customer or to the Customer's authorized representative, or by written notice mailed to the Customer's or the authorized representative's last known address. The Company may provide verbal notice to a Customer or to an authorized representative thereof only in emergencies, where a delay may result in impaired service or a hazard to a Customer. All notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following the placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- (B) Notice by the Company Regarding Rate Information:
1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No customer notice (other than a tariff revision filed with the CPUS) shall be required for minor rate increase or rate decrease. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all Customers or which result in reduced service or increase obligations for Customers.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 7 Notices and Communications (Cont'd)

(B) Notice by the Company Regarding Rate Information: (Cont'd)

2. When the Company provides information to a consumer which is allegedly in violation of its tariffs, the consumer shall have the right to bring a complaint against the Company. If the Commission determines that the complaint is part of a pattern of misinformation or was an attempt to defraud the Customer, the Commission may impose appropriate sanctions.
3. The Company will notify Customers in writing of a change in ownership or identity of a Customer's service provider on the Customer's next monthly billing cycle.
4. Notices the Company sends to Customers, or to the COUC, shall be legible size and printed in a minimum point size of 10 and are deemed made on the date of presentation.
5. In addition, Customers shall be advised of changes to the terms and conditions of service which may result in rate increases to some or all customers or which result in reduced service or increased obligations for Customers. The Company shall provide this notice no later than the Company's next periodic billing cycle.

(C) Notice by Customer: Unless otherwise provided by these Rules, any notice by the Customer or its authorized representative may be given verbally to the Company at the company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice to the Company.

(D) 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 notice set forth herein.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 7 Notices and Communications (Cont'd)

- (E) The Company shall, upon request, provide any applicant for service or Customer the following information:
1. The CPUC identification number of its registration to operate as a telecommunication corporation within California.
 2. The address and telephone number of the CPUC to verify its authority to operate.
 3. A copy of the CPUC's Consumer Protection Regulations.
 4. A toll-free number to call for service or billing inquiries, along with an address where the Customer may write to the Company.
 5. A full disclosure of all fictitious names (i.e., d/b/a names) of the Company.
 6. The names of billing agents, if any, the Company uses in place of performing the billing function itself.
 7. Rate information as required in Rule 6 of the Consumer Protection Regulation set forth in D.95-07-054.
- (F) The Company's tariff may be viewed on the Company's website at the following location:

www.ucn.net

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 8 Rendering and Payment of Bills

- (A) Customer bills are issued monthly. The Customer will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Customer. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment. The Company will prorate monthly recurring charges based on a 30 day month.
- (B) Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in the United States currency. Payments may be made by cash, check, money order, or cashier's check.
- (C) Customer payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 30 days after the bill is rendered and is designated by the due date on the Customer's bill to timely pay the charges stated. The Company will credit payments within 24 hours of receipt. The late payment date will be prominently displayed on the Customer's bill, in accordance with Rule 9 of Appendix B of D.95-07-054 of the California Public Utilities Commission.
- (D) However, if a Customer's service has been discontinued within the past 12 months or if the Customer incurs usage charges during a billing period which are equal to at least 200% of the amount of the Customer's deposit or guarantee, payment may be demanded for usage charges by a telephone call to the Customer followed by written notification of such demand sent by first class notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or portion thereof that the bill remains unpaid, or the maximum allowed will be assessed from the date payment was due.
- (E) Bills that remain unpaid beyond the due date on the bill will incur a late payment charge of 1.5% of the outstanding unpaid balance for each month or part of a month that the bill remains unpaid after the specified due date.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 8 Rendering and Payment of Bills (Cont'd)

- (F) Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC-mandated Public Program surcharge rates (excluding (a) Universal Lifeline Telephone Service (ULTS) billings; (b) charges to other certificated carriers for services that are to be resold; (c) coin sent paid telephone calls (coin in box) and debit card calls; (d) customer-specific contracts effective before 9/15/04; (e) usage charges for coin-operated pay telephones; (f) directory advertising; and (g) one-way radio paging) and the CPUC Reimbursement Fee rate (excluding (a) directory advertising and sales; (b) terminal equipment sales; (c) inter-utility sales) to intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the Pacific Bell (d.b.a. SBC California) tariffs.
- (G) See Rule 5 for other information to be included on the bill.
- (H) A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, with the following exceptions: collect calls, credit card calls, third party billed calls, "error file" (calls which cannot be billed due to the unavailability of complete billing information to the Company). An additional exception for backbilling is permitted for a period of one and one-half years in cases involving toll fraud.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd)

No. 9 Disputed Bill Procedure

- (A) In the case of a dispute between a Customer and the Company as the correct amount of a bill rendered by the Company for service furnished to the Customer, which cannot be adjusted with mutual satisfaction, the Customer may make the following arrangements:
1. The Customer may make a written request, and the Company shall comply with the request, for an investigation and review of the disputed amount.
 2. The undisputed portion of the bill and subsequent bills, other than the disputed amount, must be paid by the "Due by" date shown on the bill. The "Due by" date shall be no sooner than 15 days of the date of presentation, pursuant to Rule 8 of Appendix B of D.95-07-054 of the Commission's Rules. If the undisputed portion of the bill and subsequent bills become delinquent as described in Rule No. 8, the service may be subject to disconnection if the Company has notified the Customer by written notice of such delinquency and impending termination.
 3. If there is still disagreement about the disputed amount after an investigation and review by a manager of the Company, the Customer may appeal to the Consumer Affairs Branch ("CAB") of the CPUC for an investigation and decision. To avoid disconnection of service, the Customer must submit the claim and, if the bill has not been paid, deposit the amount in dispute with CAB within 7 days after the date on which the Company notifies the Customer that the investigation and review have been completed and that such deposit must be made or service will be disconnected. However, the service will not be disconnected prior to the Due By Date shown on the bill. The Company may not disconnect the Customer's service for nonpayment as long as the Customer complies with these conditions.
 4. The Company shall respond within 10 business days to requests for information issued by CAB. CAB will review the Customer's claim of the disputed amount, communicate the results of its review to the Customer and the Company, and disburse the monies deposited by the Customer.
 5. After the investigation and review are completed by the Company as noted in 1., above, if the customer elects not to deposit the amount in dispute with the CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within seven (7) calendar days after the date the Company notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted.

COMPETITIVE LOCAL CARRIER

2.0 RULES, (Cont'd)

No. 9 Disputed Bill Procedure (Cont'd)

(A) (Cont'd)

6. The address of the CPUC is as follows:

California Public Utilities Commission
State Office Building
505 Van Ness Avenue, Room 2003
San Francisco, California 94102
email: consumer-affairs@cpuc.ca.gov

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 10 Discontinuance and Restoration of Service

(See also Rule No. 32 – Legal Requirements for Refusal or Discontinuance of Service)

(A) Discontinuance by Customer

1. A Customer may have service discontinued upon oral or written notice to the Company on or before the date of disconnection. Customers remain responsible for payment of all bills for services furnished.
2. If a Customer cancels his order for service before the service begins, a \$25.00 charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company. However, no charge will be levied if a Customer cancels his or her service within three (3) days of the date of the date the order was placed in person or within three (3) days of the date of the Company's written confirmation letter (see Rule 3(a)). No cancellation charge applies to orders canceled due to delays in installation of greater than 40% of the overall service order lead time that are caused by the Company.
3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.
4. Upon termination, presubscribed Customers may be held responsible for charges thereafter if the Customer has not selected an alternative local exchange carrier and service has not been transferred to the alternative carrier and such a Customer is continuing to receive service from the Company.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 10 Discontinuance and Restoration of Service (Cont'd)

- (B) The Company may discontinue service under the following circumstances:
- (i) Within written notice for nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonably court costs and attorneys fees as determined by CPUC or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) Without notice due to an order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) Without notice in the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- (C) Service may be refused or discontinued without notice in the event of illegal use or of intent to defraud the Company.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 10 Discontinuance and Restoration of Service (Cont'd)

- (D) Service will not be discontinued for nonpayment of Category III services, as defined by the California Public Utilities Commission.
- (E) The Company will continue to provide Customers access to 911 emergency service should service be discontinued by the Company and to said Customer until such time as the Customer has established service with another carrier. (Also known as "Warm Line.")
- (F) Notice for Disconnection
 - 1. Where notice is required, written notice of the pending disconnection will be rendered not less than 7 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
 - 2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service is not initially discontinued on any Saturday, Sunday, legal holiday, or any other day the Company service representatives are not available to serve Customers.

COMPETITIVE LOCAL CARRIER

2.9 RULES (Cont'd)

No. 10 Discontinuance and Restoration of Service (Cont'd)

(F) Notice for Disconnection (Cont'd)

3. Written notice will state:

- the name and address of the Customer whose account is delinquent;
- the reason for the discontinuance;
- the amount that is delinquent (if applicable);
- the date when payment or arrangements for payment are required in order to avoid termination;
- the procedure the Customer may use to initiate a complaint or to request an investigation concerning service or disputed charges as set forth in Rule 8;
- the procedure the Customer may use to request amortization of the unpaid charges;
- the telephone number of the Company representative who can provide additional information or institute arrangements for payment;
- the telephone number of the CPUC Consumer Affairs Branch where the Customer may direct inquiries;
- local service may not be discontinued for nonpayment of Category III or other unregulated competitive services.

(G) Restoration of Service

The Customer may restore service by full payment in any reasonable manner, including by person check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a charge for restoration of service after disconnection (see Section 1 – Rate Schedules, Schedule 2 – Service Charges), if however, the equipment necessary for service has been removed, a complete activation fee will apply.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 11 Request for Old Bill

The Company will charge a processing fee to a Customer who requests a copy of a bill that has already been issued to such Customer, unless the Customer informs the Company within 15 days of the issuance of the bill that the original bill was not received. If a Customer or the Customer's representative thereafter requests additional copies of bills, the following fees will apply:

Bills dated within 90 days prior to receipt of request	\$1.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers
Bills dated more than 90 days but less than 12 months	\$5.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers
Bills dated more than 12 months; less than 48 months	\$20.00 per bill, plus \$0.25 per telephone number on the bill in excess of 5 numbers

The Company will not provide a second copy of a bill that is more than 48 months old.

The Company shall charge a processing fee to any party that subpoenas or otherwise lawfully seeks to compel the provision of a copy or copies of a bill(s) in connection with any lawful investigation or lawsuit. The processing fee for any requested bill(s) is \$1.00 per bill if the invoice date is less than ninety (90) days prior to the date of the request, \$5.00 per bill if the invoice date is more than ninety (90) days and less than twelve (12) months prior to the date of the request, and \$20.00 per bill if the invoice date is more than twelve (12) months prior to the date of the request.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 12 Temporary Service

From time to time, UCN may agree to install temporary service for a Customer for demonstration purposes only. Such service will not be continued for more than 30 days. Calls placed by Customers on such temporary service will be subject to the rates and regulations provided in this tariff.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 13 Continuity of Service

(A) Allowances for Interruption in Service

Credit allowance for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications system provided by the Customer, are subject to the general liability provisions set forth in Rule 18 herein. It shall be the obligation of the Customer to notify the Company of any interruptions in service. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer, not within his control, or is not in wiring or equipment connected to the terminal of the Company.

1. Use of Another Means of Communications

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

(B) Credit for Interruptions

1. A credit allowance will be made when an interruption occurs because of a failure of any component furnished by the Company under this tariff. An interruption period begins when the Company becomes aware of the interruption. An interruption period ends when the service, facility or circuit is operative. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

2. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 13 Continuity of Service (Cont'd)

(B) Credit for Interruptions

3. A credit allowance will be given for interruptions of 30 minutes or more. Credit allowances shall be calculated as follows:

<u>Interruptions of 24 Hours of Less</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	none
30 minutes up to, but not including 3 hours	1/10 day
3 hours up to, but not including 6 hours	1/5 day
6 hours up to, but not including 9 hours	2/5 day
9 hours up to, but not including 12 hours	3/5 day
12 hours up to, but not including 15 hours	4/5 day
15 hours up to, but not including 24 hours	One day

Two or more interruptions of 15 minutes or more during any one 24-hour period shall be considered as one interruption.

Interruption over 24 hours and less than 72 hours:

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

Interruption over 72 hours

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

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 13 Continuity of Service (Cont'd)

(D) Limitation on Allowances

No credit allowance will be made for:

1. Interruptions due to the negligence of, or noncompliance with, the provisions of this tariff by the Customer, authorized user, joint user, or other common carrier providing service connected to the service of the Company;
2. Interruptions due to the negligence of any person other than the Company, including, but not limited to, the Customer or other common carriers connected to the Company's facilities;
3. Interruptions due to the failure or malfunction of non-Company equipment;
4. Interruptions of service during a period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
6. Interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangement; or
7. Interruptions of service due to circumstances or causes beyond the control of the Company.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 13 Continuity of Service (Cont'd)

(E) Temporary Suspension for Repairs

The Company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence and, if practicable, at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or Customers' service.

(F) The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D, of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 14 Extensions

Extension line service is not offered by UCN.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 15 Service Connections and Facilities on Customers' Premises

- (A) Service furnished by UCN may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by the carrier. Service furnished by UCN is not part of a joint undertaking with such carriers.
- (B) Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carrier's tariffs. Customer is responsible for taking all necessary legal steps for interconnecting his or her customer-provided terminal equipment or communications systems with carrier's facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.
- (C) Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or communications systems. Such terminal equipment shall be furnished and maintained at the expense of Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 16 Measurement of Service

When charges for calls are mileage sensitive, airline mileage is computed as described below.

Calls are measured and rounded to the higher full minute from the serving wire center of the Customer's originating location to the serving wire center of the destination of the call, regardless of Company routing. The distance between the serving wire center origination point and that of the destination point is calculated by using the "V" and "H" coordinates as defined by Bell Communications Research (BellCore) and NECA Tariff F.C.C. No. 4, in the following manner.

- Step 1 Obtain the "V" and "H" coordinates for the originating and termination wire centers.
- 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 squares obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results.
- 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 airline mileage of the call.

Formula:

$$\sqrt{\frac{(v_1v_2)^2 + (h_1h_2)^2}{10}}$$

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 17 Telephone Number Changes

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

The Company reserves all rights to the telephone numbers assigned to any Customer. The Customer may order a Customized Number where facilities permit for an additional charge.

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.

The Customer has not property right in the assigned telephone number and none can be acquired by usage or otherwise. The Company reserves the right to assign, designate, or change such numbers when reasonably necessary in the conduct of its business. Telephone numbers of Customers who discontinue service may be reassigned 30 days from the date of discontinuance of service.

A Customer who wishes to retain his or her existing telephone number when that Customer changes his or her local service provider from the Company to the incumbent local exchange carrier or to a Competitive Local Carrier and chooses to disconnect the Company's service associated with the telephone number, may negotiate with the new carrier to obtain Number Call Forwarding. See the Company's tariff.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 18 Limitation of Liability

- (A) The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- (B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- (C) Except as provided in Paragraphs (A) and (B) of this Rule, the liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in any of the services or private line, alphabetical directory listings (excluding the use of bold type), and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- (D) The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 18 Limitation of Liability (Cont'd)

(E) Directory Errors

1. The Company shall allow for errors or omissions in alphabetical telephone directories (excluding the use of bold-face type) an amount within the following limits:
 - a. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the effective life of the directory in which the error or omission occurred.
 - b. For listings and lines of information in alphabetical telephone directories furnished at additional charge set forth in the Rate Schedules of this tariff, an amount not in excess of the charge for that listing or line of information during the effective life of the directory in which the error or omission occurred.
 - c. For listings in information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the Customer for exchange service during the period the error or omission occurred.
 - d. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.
 - e. For listings in telephone directories furnished in connection with mobile telephone service, an amount not in excess of the guarantee and fixed charges for the service during the effective life of the directory in which the error or omission occurred.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 19 Limitations of Service

- (A) Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- (B) The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- (C) The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- (D) The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards.
- (E) The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 20 Use of Service

- (A) Service may be used by the Customer for any lawful purpose for which the service is technically suited.
- (B) The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process or code. All right, title and interest to such items remain, at all times, solely with the Company.
- (C) Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- (D) Any service provided under this tariff may be facilities to or shared (jointly used) with other persons at the Customer's option. Service may only be facilities or shared in accordance with the provisions of the specific service. Specifically, residential service may only be used, facilities or shared for noncommercial purposes. The Customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its Customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of the service.
- (E) Any individual or company who uses or receives service from the Company, other than the provisions of an accepted application for service and a current Customer relationship, shall be liable for the tariffed cost of the services received and may be liable for reasonable court costs and attorney fees as determined by the CPUC or the court.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 20 Use of Service (Cont'd)

(F) Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premises, including loss or damage caused by agents, employees or independent contractors of the Customer through any negligence.

(G) Unauthorized Use

1. Service shall not be used to make unlawful expressions, to impersonate another person with fraudulent or malicious intent, or to call another so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass.
2. Service shall not be used for any purpose in violation of law.
3. Service shall not be used in such a manner as to interfere unreasonably with the use of the service by one or more other Customers, or to interfere with the Company's reasonable ability to provide the service to others.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 21 Responsibilities of the Customer

- (A) The Customer is responsible for: 1) placing any necessary orders; 2) complying with tariff regulations; 3) for assuring that users comply with tariff regulations; 4) payment of charges for calls originated from the Customer's telephone lines.
- (B) The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- (C) The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at Customer's premises.
- (D) The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular, and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 21 Responsibilities of the Customer (Cont'd)

- (E) The Customer and any authorized or joint users, jointly and serially, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer, authorized user, or joint user furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control and from all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the CPUC or the court), or liability arising out of any commission or omission by the Customer, authorized user, or joint user in connection with the service. In the event that any such infringing use is enjoined, the Customer, authorized user, or joint user, at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement.

In addition and without limitation, the Customer, authorized user, or joint user shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including, but not limited to, slander, libel or infringement.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 22 Special Construction

(A) Basis for Charges

Special Construction Charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges are subject to the provisions of General Order No. 96-A. Charges will be based on the costs incurred by the Company (including return) and may include:

- (1) nonrecurring charges;
- (2) recurring charges;
- (3) termination liabilities; or
- (4) combinations of (a), (b) and (c).

(B) To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- (1) The period on which the termination liability is based is the estimated service life of the facilities provided.
- (2) The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
 - (a) Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
 1. equipment and materials provided or used;
 2. engineering, labor and supervision;
 3. transportation; and
 4. rights-of-way and/or any required easements;
 - (b) license preparation, processing and related fees;
 - (c) tariff preparation, processing and related fees;
 - (d) cost of removal and restoration, where appropriate; and
 - (e) any other identifiable costs related to the specially constructed or rearranged facilities.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 22 Special Construction (Cont'd)

(B) (Cont'd)

- (3) The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in the preceding section by a factor related to the unexpired portion of liability and the discount rate for return and contingencies. The amount determined in the preceding section shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.
- (4) Charges are subject to the provisions of General Order No. 96-A.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 23 Non-Routine Installation and/or Maintenance

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

UCN, Inc.
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Bluffdale, UT 84065

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COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 24 Reserved for Future Use

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 25 Services for the Deaf and Disabled

The Company will provide telecommunications relay access to a telephone relay center for California Relay Service. In addition, the Company will participate in the Deaf and Disabled Equipment Program. Both of these services will be provided by Pacific Bell in Pacific Bell exchanges and by Verizon of California in Verizon exchanges.

The Relay Service permits telephone communications between hearing and/or speech impaired individuals who must use a TDD or Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired Customers to use.

- (A) Only intrastate calls can be completed using the California Relay Service under the terms and conditions of this tariff.
- (B) The following calls may not be placed through the Relay Service:
 - (1) calls to informational recordings and group bridging service;
 - (2) calls to time or weather recorded messages;
 - (3) station sent paid calls from coin telephones; and
 - (4) operator-handled conference service and other teleconference calls.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 25 Services for Deaf and Disable (Cont'd)

(C) Liability

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

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 26 Emergency Telephone Number Service (911 Service)

Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency center exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. The telephone user who dials the 911 number will not be charged for the call.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 27 Toll Free Services

- (A) 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.
- (B) 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.
- (C) 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 a 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.
- (D) 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.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 28 Change of Service Providers

(A) Solicitation of Customer Authorization for Service Termination and Transfer

Solicitations by the Company, or its agents, for Customer authorization for termination of service with an existing carrier and the subsequent transfer to the Company must include current rate information on the Company and information regarding the terms and conditions of service with the Company. Such solicitation must conform with California Public Utilities Code Section 2889.5, and be legibly printed in at least 10 point type. A penalty or fine of up to \$500 may apply for each violation of this Rule.

(B) Unauthorized Service Termination and Transfer

The Company is liable for both the unauthorized termination of service with an existing carrier and the subsequent unauthorized transfer to their own service. The Company is responsible for the actions of their agents that solicit unauthorized service termination and transfers. The Company shall restore the Customer's service to the original carrier without charge to the Customer where that service has been changed on an unauthorized basis. All Company billings during the unauthorized service period shall be refunded to the applicant or customer. If the Company is found responsible for the unauthorized transfer, it will reimburse the original carrier for reestablishing service at the tariff rate of the original carrier. A penalty or fine of up to \$500 may apply for each violation of this Rule. As prescribed under PUC Code Section 2108, each day of a continuing violation shall constitute a separate and distinct offense.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 29 Privacy

The Company shall not make available to any other person or corporation, Customer information that is not public without first obtaining the Customer's consent in accordance with Public Utilities Code Sections 2891, 2891.1 and 2893. The Company will provide each new Customer, and on an annual basis for existing Customers, a description of how the Company handles the Customer's private information and a disclosure of ways in which such information might be used or transferred that would not be obvious to the Customer.

Notwithstanding the above, there are instances where the Company may be required to release certain non-public Customer information without first notifying the Customer and obtaining written consent. Consistent with the California Public Utilities Code, the Company will provide required Customer information to an emergency agency responding to a 911 call, or other call communicating an imminent threat to life or property, to a law enforcement agency in response to lawful process, to a collection agency for the purpose of collecting unpaid debts, to the CPUC pursuant to its jurisdiction, to other telephone companies, including local and long distance carriers, as necessary to provide telephone service within or between service areas, to the Federal Communications Commission or the CPUC in response to orders regarding the provision of services over the Company's facilities by parties other than the Company. In addition, except for Customers subscribing to nonpublished numbers, the Company will release information that is customarily provided in a subscriber directory or through directory assistance services. Finally, the Company may provide the names and addresses of Customers subscribing to Lifeline service to other certificated California utilities for use in outreach programs directed towards low-income subscribers.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 29 Privacy (Cont'd)

(A) Section 2891

The following section shall apply if, and when, the Company offers service to residential consumers.

- (1) The Company shall not make available to any other person or corporation, without first obtaining the residential subscriber's consent, in writing, any of the following information:
 - (a) The Customer's personal calling patterns, including any listing of the telephone or other access numbers called by the Customer, but excluding the identification of the person called, of the person calling and the telephone number from which the call was placed, subject to the restrictions in Section 2893, and also excluding billing information concerning the person calling which federal law or regulation requires the Company to provide to the person called.
 - (b) The residential Customer's credit or other personal financial information, except when the Company is ordered by the CPUC to provide this information to any electrical, gas, heat, telephone, telegraph, or water corporation, or centralized credit check system, for the purpose of determining the credit worthiness of new utility subscribers.
 - (c) The services which the residential Customer purchases from the Company or from independent suppliers of information services who use the Company's telephone or telegraph line to provide service to residential customers.
 - (d) Demographic information about individual residential Customers, or aggregate information from which individual identities and characteristics have not been removed.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 29 Privacy (Cont'd)

(A) Section 2891 (Cont'd)

- (2) Any residential Customer who gives his or her written consent for the release of one or more of the categories of personal information specified in subdivision (A) shall be informed by the Company regarding the identity of each person or corporation to whom the information has been released, upon written request. The Company shall notify every residential Customer of the provisions of this paragraph whenever consent is requested pursuant to this paragraph.
- (3) Any residential Customer who has, pursuant to paragraph (B) above, given written consent for the release of one or more of the categories of personal information specified in Paragraph (A) may rescind this consent upon submission of a written notice to the Company. The Company shall cease to make available any personal information about the Customer within 30 days following receipt of notice given pursuant to this paragraph.
- (4) Every violation of this Rule is grounds for civil suit by the aggrieved residential subscriber against the Company and its employees responsible for the violation.
- (5) For purposes of this section, "access number" means a telex, teletext, facsimile, computer modem, or any other code which is used by a residential Customer of a telephone or telegraph corporation to direct a communication to another Customer of the same or another telephone or telegraph corporation.
- (6) The Company selling or licensing lists of residential Customers shall not include the telephone number of any Customers assigned an unlisted or nonpublished access number.
- (7) A Customer may waive all or part of the protection provided by this section through written notice to the Company.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 29 Privacy (Cont'd)

(B) Section 2893

- (1) Call identification service offered by the Company, shall allow a caller to withhold display of the caller's telephone number, on an individual basis, from the telephone instrument of the individual receiving the telephone call placed by the caller.
- (2) There shall be no charge to the caller who requests that his or her telephone number be withheld from the recipient of any call placed by the caller.
- (3) The Company will notify its Customer's that their calls may be identified to the called party thirty or more days before the Company commences to participate in the offering of a call identification service.
- (4) Section 2893 does not apply to any of the following:
 - (a) An identification service which is used within the same limited system, including, but not limited to a Centrex or private branch exchange (PBX) system, as the recipient telephone.
 - (b) An identification service which is used on a public agency's emergency telephone line or on the line which receives the primary emergency telephone number (911).
 - (c) Any identification service provided in connection with legally sanctioned call tracing or tapping procedures.
 - (d) Any identification service provided in connection with any toll free (i.e., 800) or "900" access code telephone service until the Company develops the technical capability to comply with Paragraph (A) as determined by the CPUC.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 30 Directories

The Company will make printed directories available to Customers at no charge. Such directories may be supplied by the incumbent local exchange carrier or other party.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 31 Nonpublished Service

Upon a Customer's request, the Company will omit a Customer name, address and telephone number from any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such an unlisted telephone number shall be released by the Company in response to legal process or to an authorized governmental agency which complies with the rules set forth in Appendix A to CPUC Decision No. 05-06-050 92860 and 93361, established for the release of nonpublished information as set forth below.

(A) Agencies Authorized to Receive Nonpublished Information

Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.

An agency of the federal government which is lawfully authorized to:

- Conduct investigations or make arrests for violations of the criminal laws of the United States; or
- Prosecute violations of the criminal laws of the United States; or
- Enforce civil sanctions which are ancillary to criminal statutes; or
- Conduct investigations into matters involving the national security of the United States; or
- Protect federal or foreign officials; or
- Protect public health and safety; or
- Conduct emergency rescue operations.
- Any public health agency of the State of California or of a city, county, or other local government.
- County or city 911 projects.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 31 Nonpublished Service (Cont'd)

(A) Agencies Authorized to Receive Nonpublished Information (Cont'd)

- State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
- California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

(B) Procedure for Release of Nonpublished Information to Authorized Agencies

A telephone company shall only provide nonpublished information to persons within agencies who are either:

- Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or
- Health officers who are acting in their official capacity and are lawfully investigating a matter involving a service communicable disease or life threatening situation; or
- Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in the preceding; or
- Employees of a county or city 911 project when acting in an official capacity; or
- Employees of an agency listing in the preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 31 Nonpublished Service (Cont'd)

(B) Procedure for Release of Nonpublished Information to Authorized Agencies (Cont'd)

Nonpublished information shall be released by a telephone company to an authorized agency upon the agency's written request provided that the agency has previously furnished the company with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written request for the nonpublished information must be signed by the head of the agency or by a previously designated person and the request must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

Nonpublished information shall also be released by a telephone company to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephone request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the company only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the Company a letter confirming the request.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 31 Nonpublished Service (Cont'd)

(C) Notification to Customer

The telephone company shall not notify the Customer regarding the release of the Customer's nonpublished information unless the Customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

When a Customer inquires of the Company whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the Customer will receive no communications from the Company.

If the requesting agency certifies that disclosure to a Customer about the release of his or her nonpublished information to that agency could impede an ongoing criminal investigation, the telephone company shall withhold notice to the Customer for a period of one year from the date of release of the information to the agency.

The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.

If no request has been made for nondisclosure to the Customer, the Customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a Customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the Company that such information was released and which agency received the information.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 31 Nonpublished Service (Cont'd)

(D) Exception for Health Officers

No notification shall ever be made to a Customer that nonpublished information was released to an authorized public health agency provided the chief health officer or designated health officer from the agency certifies that disclosure to the Customer could violate a client's or contact's right of privacy and confidentiality.

(E) Release of Information to Interexchange Carriers

The Company will provide nonpublished information to an Interexchange Carrier who needs the information for allocation, billing or service purposes.

(F) Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone companies for at least one year. When an agency requests that notice to the Customer be withheld, the telephone company shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

(G) Unsolicited Telephone Efforts

The Company will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 32 Legal Requirements for Refusal or Discontinuance of Service

California Public Utilities Commission's Decision No. 05-06-050 91188 in Case No. 4930 requires that each communications utility operating under the jurisdiction of the CPUC include the provisions of rules set forth in Appendix B of that Decision as part of the rules in the utility's tariff schedules. Accordingly, Appendix B of Decision No. 05-06-050 91188, Case No. 4930, is quoted herein:

"Appendix B"

- (A) Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a Customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code sections 807 and 808, finding that probably cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probably cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety or welfare will result.
- (B) Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request of interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by this rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
- (C) If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of subscriber, the utility shall promptly restore such service.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 32 Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- (D) Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to public health, safety or welfare will result, and (2) the burden or persuading the Commission that the service should be refused or should not be restored.
- (E) The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice, a copy of this rule, together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
- (F) At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving of any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 32 Legal Requirements for Refusal or Discontinuance of Service (Cont'd)

- (G) Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
- (H) The term "person" as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency, and an individual.
- (I) The term "communications utility," as used herein, includes a "telephone corporation" and a "telegraph corporation" as defined in Division 1 of the California Public Utilities Code.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 33 Blocking Access to 900 and 976 Information Services

At the request of the Customer, the Company will block Customer's access to 900 and 976 pay-per-call telephone information services. The Company will inform the Customer of the availability of blocking service at the time service is initially ordered. This blocking service is available free of charge to residential customers, although the Company may impose a charge if the Customer asks for deactivation of blocking.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points

(A) Responsibilities

The Company will provide facilities, equipment, and services to its local loop demarcation point. The Company is responsible for the provisioning and maintenance of its facilities, equipment and services to the local loop demarcation point, including those located at that point.

The Customer is responsible for the completion of services beyond the Company's local loop demarcation point.

Customer requested services beyond the local loop demarcation point may be provided by the Company at the Customer's expense.

(B) Local Loop Demarcation Point

- (1) The Company's Local Loop Demarcation Point separates the Company's network responsibility for its facilities, equipment and services from that of the building owner or end-user Customer. This demarcation point designates the end of the Company's network facilities (local loop) and the beginning of the intrabuilding network cable (INC), if any, provided by the building owner.

Where a Local Loop Demarcation Point lacks sufficient power and/or space to support provisioning of new service, such service will be provisioned as close as practicable to the existing demarcation point.

- (2) The Local Loop Demarcation Point may also be referred to as the Minimum Point of Entry (MPOE) or Minimum Point of Presence (MPOP) for the purpose of defining the end of the Company's network facilities.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points (Cont'd)

(B) Local Loop Demarcation Point (Cont'd)

- (3) The Local Loop Demarcation Point is located at the MPOE/MPOP to any single or multi-story building, and includes the Company's entrance facility, except as set forth in the paragraph below. The Company will not be required to place its demarcation point on more than one floor of a multi-story building.
- (4) Exceptions
 - (a) Emergency Reporting Services (E911/911): The demarcation point is at the Company-provided terminal equipment, including the equipment.
 - (b) Disabled Services: The demarcation point is at the Company-provided equipment. The Company's responsibility includes the equipment were the equipment has been provided by the Company.
 - (c) Company-Provided Semi-Public and Public Coin Services: The demarcation point is at the equipment at the location requested by the Customer or building owner, and includes the equipment.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points (Cont'd)

(B) Local Loop Demarcation Point (Cont'd)

(4) Exceptions (Cont'd)

- (d) If a property owner desires an additional Local Loop Demarcation Point(s) at a specified location on a Customer's premises for purposes of providing service assurance, safety, security and privacy of data communications over the cable (also known as Direct Feed), the owner will be required to pay for additional network cable and network facilities through special construction arrangements. In particular, additional Local Loop Demarcation Points cannot be used to extend any cable pairs served from any Local Loop Demarcation Point from location to another location.
- (e) Fiber Optic Cable: The demarcation point is at the Company-provided Fiber Optic Terminal (FOT) equipment. The Company's responsibility includes the FOT equipment where the equipment has been provided by the Company.
- (f) Carrier Points of Presence (POP) Local Loop Demarcation Point guidelines are not applicable for access services provided to interexchange carriers, local exchange carriers, and radio carriers (both private carriers and common carriers as defined by applicable Federal Communications Commission's regulations) Point of Presence location. However, the Local Loop Demarcation Point rules do apply to all Company-provided service(s) provisioned to a Point of Presence when the service(s) is used in the capacity of an end-user of the service(s).

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points (Cont'd)

(C) INC Demarcation Point

- (1) The Intrabuilding Network Cable (INC) demarcation point separates the building owner's responsibility to provide INC from the Customer's responsibility to provide inside wire, standard jacks and customer premises equipment. This demarcation point designates the end of the INC provided by the building owner and the beginning of simple or complex inside wire provided by the Customer.
- (2) The INC demarcation point is located at the distribution terminal(s) on each floor in a multi-story building, except as set forth in Paragraph 3 below and B4 preceding.
- (3) Where there is no intrabuilding network cable or it is in a single-story building, the INC demarcation is the Company's Local Loop Demarcation Point.

(D) Inside Wire Demarcation Point

- (1) The inside Wire Demarcation Point is located where Customer premises equipment (CPE) is connected to the inside wire. This demarcation point designates the end of the inside wire and the beginning of the CPE facilities.
- (2) The Inside Wire Demarcation Point separates the inside wire vendor's responsibility from that of the CPE vendor. This demarcation point, where the Company is the vendor of choice for inside wire repair and the CPE trouble isolation begins where the Customer's inside wire connects to the INC. Where there is no INC, the Inside Wire Demarcation Point is the MPOE.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points (Cont'd)

(E) Continuous Property

(1) Continuous property is land which is:

- (a) wholly owned by a single individual or entity, regardless of whether the owner leases² all or a portion(s) of the property to another; and
- (b) which contains or will contain, multiple buildings where all portions of the property may be served without crossing a public thoroughfare³ or the property of another.

(3) There are three basic types of Continuous Properties:

- (a) Single-tenant commercial in which one owner or tenant occupies all building.
- (b) Mixed commercial and residential (e.g., building with both commercial and residential space or campus-type configurations such as colleges and military bases) in which a mixture of business and residential uses exists.

² The property retains its character as a Continuous Property regardless of whether the owner of a lessee (who wholly leases the property from the owner) sublets a portion(s) of the property to another, e.g., apartment buildings or complexes. Condominiums are also continuous property.

³ A "public thoroughfare" is a street or road or other means of passage across a property which is not subject to restrictions on ingress, egress or boundaries.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points (Cont'd)

(E) Continuous Property (Cont'd)

(2) There are three basic types of Continuous Properties (Cont'd)

- (c) Multi-tenant commercial and/or residential in which several tenants occupy a building individually on a per-floor or per-section basis.

Single family homes and properties within which a portion(s) of the land is owned by separate entities and portion(s) is owned by the entities in common⁴ do not constitute Continuous Property.

(3) Continuous Property

- (a) For Continuous Property, regardless of use, the Company's Local Loop Demarcation Point will be at the appropriate main distribution terminal as determined by negotiations between the property owner and the Company. Where an agreement cannot be reached, the Company will designate the Local Loop Demarcation Point location.
- (b) It is the property owner's responsibility to provide and maintain INC within and between buildings on a continuous property. The Company may, at the Customer's request and expense, provide INC.

⁴ Such as townhomes and homes in gated communities.

COMPETITIVE LOCAL CARRIER

2.0 RULES (Cont'd)

No. 34 Demarcation Points (Cont'd)

(E) Continuous Property (Cont'd)

- (4) Where an owner of Continuous Property requests additional Local Loop Demarcation Points or changes an existing local loop demarcation point, the owner will be required to pay for any additional network cable and facilities required through special construction agreements set forth in this tariff, except as provided in the preceding paragraph.
- (5) The INC and Inside Wire Demarcation Points are located as described above.
- (6) At the request of a property owner, a Company may waive the designation of a single Local Loop Demarcation Point for a Continuous Property if, due to the unique characteristics of the property, a hardship would be created for the property owner and/or the Company. Examples of such Continuous Property include (a) national, state and local parks, beaches, highways, harbors and similar publicly-owned property; and (b) railroad rights-of-way and extensive, privately-owned tracts of land with developed communities (e.g., the City of Irvine) and similar privately-owned property. The Company will treat land within the boundaries of privately-owned property under (b) above as Continuous Property, provided that it had the characteristics of Continuous Property, e.g., (a) it is wholly leased by a single individual or entity and (b) it contains or will contain multiple buildings.

This paragraph is not intended in any way to waive the unbundling of INC in each building.

COMPETITIVE LOCAL CARRIER

3.0 SPECIAL SERVICE ARRANGEMENTS

1 Individual Case Basis (ICB) Arrangements

(A) General Description

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer. The facilities utilized to provide these services are of a type normally used by the Telephone Company in furnishing its other services and shall be comparable with other Telephone Company services, and its engineering and maintenance practices. The requested service or arrangement is subject to the availability of the necessary Telephone Company personnel and capital resources.

(B) Rate Regulations

Rates quoted in response to requests may be different than those specified for such services in this tariff. The Customer has one-hundred and eighty (180) days after receiving the ICB rates to order the service requested at the quoted rates.

(C) Temporary Promotional Programs

The Company may establish temporary promotional programs wherein it may waive or reduce nonrecurring or recurring charges, to introduce present or potential Customers to a service not previously received by the Customer.