

BUY-T-05-01

EXHIBIT B

inContact, Inc. Tariff No. 5

RECEIVED

2009 MAY 13 AM 9:20

IDAHO PUBLIC
UTILITIES COMMISSION

inContact, Inc. d/b/a UCN

TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms and conditions applicable to the Intrastate Resale Telecommunications Services provided by **inContact, Inc. d/b/a UCN** within the State of Idaho.

NOTES:

1. Idaho Tariff No. 5 of **inContact, Inc. d/b/a UCN** cancels and replaces, in its entirety, the company's Idaho Tariff No. 3, under its prior corporate name, UCN, Inc.

Issued: May 13, 2009

Effective: May 23, 2009

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

CHECK SHEET

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

<u>PAGE</u>	<u>REVISION</u>	<u>PAGE</u>	<u>REVISION</u>
1	Original*	21	Original*
2	Original*	22	Original*
3	Original*	23	Original*
4	Original*	24	Original*
5	Original*	25	Original*
6	Original*	26	Original*
7	Original*	27	Original*
8	Original*	28	Original*
9	Original*	29	Original*
10	Original*	30	Original*
11	Original*	31	Original*
12	Original*	32	Original*
13	Original*	33	Original*
14	Original*	34	Original*
15	Original*	35	Original*
16	Original*	36	Original*
17	Original*	37	Original*
18	Original*	38	Original*
19	Original*	39	Original*
20	Original*		

* - Indicates those pages included with this filing

Issued: May 13, 2009

Effective: May 23, 2009

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

TABLE OF CONTENTS

Check Sheet2

Table of Contents.....3

Symbols.....4

SECTION 1.0 - Terms and Abbreviations5

SECTION 2.0 - Rules and Regulations6

SECTION 3.0 - Description of Service & Rates13

SECTION 4.0 - Miscellaneous Services27

SECTION 5.0 - Promotions.....28

SECTION 6.0 - Contract Services29

SYMBOLS

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

(C) - Change in Rule or Regulation.

(D) - Delete or discontinue.

(I) - Change resulting in an increase to a customer's bill.

(M) - Moved from or to another tariff location.

(N) - New.

(R) - Change resulting in a reduction to a customer's bill.

(T) - Change in text or regulation.

Issued: May 13, 2009

Effective: May 23, 2009

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

SECTION 1.0 - TERMS AND ABBREVIATIONS

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

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

Carrier or Company - inContact, Inc. d/b/a UCN, unless otherwise indicated by the context.

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

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

Dedicated Access - See Special Access Origination/Termination.

Holiday - One of the following federally recognized holidays: New Year's Day (January 1), Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

IDPUC - Refers to the Idaho Public Utilities Commission.

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

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

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

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

Issued: May 13, 2009

Effective: May 23, 2009

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

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

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

2.2 Limitations

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

Issued: May 13, 2009

Effective: May 23, 2009

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

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use

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

2.4 Liabilities of the Company

- 2.4.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with IDAPA 31.41.303 regulations and any other applicable law.
- 2.4.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service, which is not the direct result of the Company's negligence.
- 2.4.5** The included tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.6 Terminal Equipment

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

2.7 Installation and Termination

Service is installed upon mutual agreement between the Subscriber and the Company. The agreement will determine terms and conditions of installation, termination of service, any applicable sales commission structure, and sales commission payment schedule. The service agreement does not alter rates specified in this tariff.

When Customers are members of the transient public, they do not contract directly with the Company for provision of service. Subscribers contract for service on behalf of themselves and/or their transient patrons. Service provided to Customers (patrons of the contracting party) is governed by the terms of this tariff schedule and the lawful terms of the billing agency. No contractual agreements are required of the Customer.

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation by Company

- A. Cancellation Without Prior Notice. Company may, immediately and without notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:
- (1). If a condition immediately dangerous or hazardous to life, physical safety, or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes;
 - (2). If company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority;
 - (3). Company's service(s) was (were) obtained, diverted or used without the authorization or knowledge of the telephone company;
 - (4). The customer provides false information to company regarding the customer's identity, address, credit-worthiness, past or current use of common carrier communications services or its planned use of service(s);
- B. Cancellation Upon Written Notice. Company may, upon five (5) days notice, discontinue the furnishing of service(s) to a customer, without incurring any liability, for any of the following reasons:
- (1). If company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect is personnel, agents, facilities or services, company may discontinue service pursuant to this sub-section if:
 - (a). The customer refuses to furnish information to company regarding the customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s);
 - (b). The customer has been given written notice by company of any past due amount, which remains unpaid in whole or in part, for any of company's other common carrier communications services to which the customer either subscribes or had subscribed or used;
 - (2). The customer uses, or attempts to use, service with the intent to avoid payment, either whole or in part, of other charges for the service stated in this tariff:

SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Cancellation (Cont'd)

- (a). Using or attempting to use the service by rearranging, tampering with, or making connections to company's service not authorized by this tariff; or
 - (b). Using tricks, schemes, false or invalid number, false credit devices, electronic devices; or
 - (c). Any other fraudulent means or devices.
- (3). Upon five (5) days written notice to the customer of any sum thirty (30) days past due; or
 - (4). Thirty (30) days after sending the customer written notice of noncompliance with any other provision of this tariff if the noncompliance is not corrected within thirty (30) day period.
- C. The discontinuance of service(s) by company pursuant to this Section does not relieve the customer of any obligation to pay company for charges due and owing for service(s) furnished up to the time of discontinuance.

2.9 Termination of Service by Subscriber

Unless otherwise specified by contractual commitment, any Subscriber may terminate service with the Company upon thirty days written notice.

2.10 Interruption of Service by the Company

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

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

