

**REGULATIONS AND SCHEDULES**

of

Intrastate Interexchange and Competitive Local Exchange  
Telephone Services  
Applying to End-User Communications  
Services within the  
State of Utah  
Provided by:

**INTEGRA TELECOM OF UTAH, INC.**

**THIS UTAH PRICE LIST NO. 3  
REPLACES AND SUPERSEDES  
UTAH TARIFF NO. 2 IN ITS ENTIRETY**

This Price List contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Integra Telecom of Utah, Inc. ("Company") within the State of Utah. This Price List is on file with the Utah Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 265 East 100 South, Suite 200, Salt Lake City, UT 84111.

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Issued: December 21, 2009

Issued By:

Manager, Regulatory Affairs  
Integra Telecom of Utah, Inc.  
265 East 100 South, Suite 200  
Salt Lake City, UT 84111

Effective Date: December 28, 2009

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.7. LIABILITY OF THE CUSTOMER, Continued**

2.7.2. Liability of the Customer for Unauthorized Use of the Network, Continued

B. Liability for Unauthorized Use

1. Except as provided for elsewhere in this Price List, the Customer is responsible for payment of all charges for Services provided under this Price List. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by Users or other third parties, the Customer's employees, or the public.
2. The Customer is responsible for payment of all outbound call charges arising from calls placed to a Customer's 800 service number, whether or not such calls are authorized or fraudulent, where the User gains access to the Customer's outbound calling equipment and services.
3. The Customer is liable for all costs incurred as a result of unauthorized use of the Network, including Service charges and any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages. The Company will take reasonable steps, upon verbal or written notification that fraud has occurred, or is believed to have occurred, to assist the Customer in identifying the nature and/or source of the fraud, and in terminating the fraudulent use of the Customer's service. The Company will also assist the Customer in facilitating changes in phone number, and assist the Customer in identifying perpetrator(s) of the fraud for purposes of pursuing civil remedies.
4. The Customer is responsible for payment of any charges related to the suspension and/or termination of Service, and any charges for reconnection of Service, incurred as a result of unauthorized use of the Network.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. CUSTOMER RESPONSIBILITIES, Continued**

- 2.9.7. In accordance with the “filed tariff doctrine,” as established by judicial and regulatory decisions and precedents, Customer shall pay all charges due and owing irrespective of any claims of loss, liability, set off, damages, or other claims against Company to which Customer may claim to be entitled, the duty to pay such charges shall arise upon the demand for payment by Company and shall not be delayed or deferred by the commencement of any legal or equitable action by either Customer or Company in connection with such charges incurred under this Price List.
- 2.9.8. The Customer is responsible for damage to or loss of the Company’s facilities or equipment caused by the acts or omissions of the Customer or of any User; or by the noncompliance by the Customer or any User, with these regulations; or by fire or theft or other casualty on the Customer Premises or the premises of any User, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- 2.9.9. The Customer is responsible for providing, at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- 2.9.10. The Customer is responsible for obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Services to the Customer from the cable building entrance or property line to the location of the building equipment space. Any and all costs associated with the obtaining and maintaining rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.