

Ohio PUC Tariff No. 2

1st Revised Sheet No. 1

QuantumShift Communications, Inc.

Cancels Original Sheet No. 1

*This Ohio PUC Tariff No. 2, issued by QuantumShift Communications, Inc.,
Cancels and Replaces Ohio Tariff No. 1 in its entirety.*

QUANTUMSHIFT COMMUNICATIONS, INC.

12657 Alcosta Blvd. Suite 418
San Ramon, CA 94583
(937) 226-6896

COMMON CARRIER SERVICE

(T)

Applying to Intrastate Common Carrier
Communications Services Between and Among
Points in the State of Ohio

(T)

CONTAINING RULES AND REGULATIONS

GOVERNING SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of local exchange telecommunications services provided by QuantumShift Communications, Inc. ("QuantumShift"). Copies may be inspected during normal business hours at the Company's principal place of business: 12657 Alcosta Blvd., Ste. 418, San Ramon, California 94583. The Company's regulatory contact for ongoing Commission inquiries is Jenna Brown, Director of Regulatory Affairs at (415) 209-7044. This Tariff may also be viewed on QuantumShift's web site, <http://www.vcomsolutions.com/regulatory>.

(T)

Issued: September 14, 2015

Effective Date: September 14, 2015

Issued By:

Jenna Brown
Director of Regulatory Affairs
QuantumShift Communications, Inc.
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Ohio PUC Tariff No. 2

1st Revised Sheet No. 2

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CHECK SHEET

Sheets 1 through 44 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>	
1	**1 st Revised	30	*Original	(T)
2	**1 st Revised	31	*Original	(T)
3	*Original	32	*Original	
4	*Original	33	*Original	
5	*Original	34	*Original	
6	**1 st Revised	35	*Original	(T)
7	*Original	36	*Original	
8	*Original	37	*Original	
9	*Original	38	*Original	
10	*Original	39	*Original	
11	*Original	40	*Original	
12	**1 st Revised	41	*Original	(T)
13	*Original	42	*Original	
14	*Original	43	*Original	
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17	*Original			
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*Original Page

**Revised Page

Issued: September 14, 2015

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Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a customer's bill
- (S) To signify reissued material.
- (T) To signify a change in **text** but no change to rate or charge

Issued: November 22, 2011
Issued By:

Effective Date: November 22, 2011

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the top center of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the top center of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.1.
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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Ohio PUC Tariff No. 2

1st Revised Sheet No. 6

QuantumShift Communications, Inc.

Cancels Original Sheet No. 6

APPLICATION OF TARIFF

This Tariff contains the rates applicable to the provision of intrastate local exchange telecommunications services by QuantumShift Communications, Inc. ("QuantumShift") between various locations within the State of Ohio. (T)

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

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

The Company's services are available to business customers.

Issued: September 14, 2015
Issued By:

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Effective Date: September 14, 2015

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**Access Line:**

A line which connects a customer to the central (switching point) office of an exchange through which local and long distance calls can be made.

Advanced Payment:

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

Agency:

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

Application:

A request made orally or in writing for telephone service.

Authorization Code:

A numerical code assigned to a Customer to enable the Company to identify the origin of the Customer so it may rate and bill the call.

Authorized User:

A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange service or is placed in a position by the Customer, either through acts or omissions, to use local exchange service.

Business Service:

A service which conforms to one or more of the following criteria:

- A. used primarily for paid commercial, professional or institutional activity; or
- B. the service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. the service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. the service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**Calls:**

The term "calls" means telephone messages attempted by Customers or Users.

Carrier or Common Carrier:

Any individual, partnership, association, corporation or other entity engaged in intrastate communication for hire by wire or radio between two or more exchanges.

Commission:

The Public Utilities Commission of Ohio (PUCO).

Company:

QuantumShift Communications, Inc. ("QuantumShift")

Contract:

Refers to the agreement between a customer and QuantumShift under which service and facilities are furnished in accordance with the applicable provisions of the Tariffs.

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with Tariff regulation.

Disconnect or Disconnection:

The termination of a circuit connection between the Originating Station and the Called Station or the Company's operator.

Emergency Service (Enhanced 911):

Allows customers to reach appropriate emergency services, including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Safety Answering Point (PSAP).

E911 Service Area

The geographic area in which the government agency will respond to all E911 calls and dispatch appropriate emergency assistance.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**End User:**

Any customer of telecommunications service that is not a carrier, except that a carrier shall be deemed to be an "end user" to the extent that such carrier uses a telecommunications service for administrative purposes, without making such service available to others, directly or indirectly.

Exchange:

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Exchange Access Line:

A central office line furnished for direct or indirect access to the exchange system.

Exchange Service:

The provision to the subscriber of access to the exchange system for the purpose of sending and receiving calls. This access is achieved through the provision of a central office line (exchange access line) between the central office and the subscriber's premises.

Extended Area Service:

Interexchange telephone service furnished at flat rate between one or more exchange areas.

Incumbent Local Exchange Carrier (ILEC):

AT&T Ohio

Initial Service Period:

The minimum length of time for which a customer is obligated to pay for service, facilities, and equipment, whether or not retained by the customer for such minimum length of time.

Interconnection:

The method by which telecommunications facilities of the Company are arranged to transmit to, or receive information from, Customer-provided equipment.

Interruption:

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)**LATA:**

Local Access and Transport Area ("LATA"). A geographic area established for the provision and administration of communications service. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area:

The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a long distance charge.

Local Exchange Carrier (LEC):

A company which furnishes exchange telecommunications service.

Local Exchange Service:

Telephone communication within Exchange Areas in accordance with the provision of QuantumShift's Tariff.

Local Message:

A completed communication between customer's stations located within the same Exchange Area.

Local Service Area:

The area within which telephone service is furnished under a specific schedule of rates without the application of specific charges for each message.

Minimum Contract Period:

The minimum length of time for which a customer is obligated to pay for service, facilities and equipment, whether or not retained by the customer for such minimum length of time.

Monthly Recurring Charge:

A regular charge applied on a monthly basis for the services applied for under this Tariff.

Network:

The Company's facilities, equipment, and services provided under this Tariff.

Issued: November 22, 2011

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Non-Recurring Charge:

A one-time charge associated with certain installations, change or transfer of services, either in lieu of or in addition to monthly recurring charges.

Premises:

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

Service(s):

All telecommunications services and other services related thereto provided by the Company to Customers or End Users.

Station:

Each telephone on a line where no telephone associated with the line is provided on the same premises and in the same building; the first termination in station key equipment or a jack for use with a portable telephone.

Subscriber:

See "Customer" definition.

Suspension:

Interruption of services for any number of reasons, including, but not limited to nonpayment.

Tariff:

The rates, charges, rules and regulations adopted and filed by QuantumShift Communications, Inc. with the Public Utilities Commission of Ohio.

User:

Any person or entity that obtains the Company's services provided under this Tariff, regardless of whether such person or entity is so authorized by the Customer.

Ohio PUC Tariff No. 2

1st Revised Sheet No. 12

QuantumShift Communications, Inc.

Cancels Original Sheet No. 12

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF COMPANY

- 2.1.1. Company's local exchange services are furnished for telecommunications originating and/or terminating in any area within the State of Ohio.
- 2.1.2. The Company undertakes to provide the services in this tariff on the terms and conditions and at the rates and charges set forth herein. The services in this tariff are provided on a facilities-based and resale basis. AT&T Ohio is the underlying incumbent local exchange carrier. (T)
- 2.1.3. Company resells or otherwise provides access, switching, transport and termination services provided by exchange and interexchange carriers.
- 2.1.4. Provision of the Company's services is dependent upon the availability of suitable facilities for services. The facilities used to provide a particular service are chosen by the Company and are not represented to be suitable for any one service. The Company reserves the right to change underlying facilities, at the Company's sole option, provided there is no degradation to the services.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week and an 800 number will be provided giving customers access to customer service and repair.
- 2.1.6. This Tariff shall be interpreted and governed by the laws of the State of Ohio without regard for the State's choice of laws provision.

Issued: September 14, 2015

Effective Date: September 14, 2015

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to disconnect service without notice pursuant to Commission rules, under the following circumstances:
- 2.2.2.1. in the event of tampering with the company's equipment;
- 2.2.2.2 in the event of a condition determined to be hazardous to the customer, to other customers of the company, to the company's equipment, the public, or to employees of the company; or
- 2.2.2.3. in the event of a customer's use of equipment in such a manner as to adversely affect the company's equipment or the company's service to others.
- 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. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 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.
- 2.2.6. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.7. 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.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.2. LIMITATIONS (Cont'd)**

- 2.2.8. Company may limit communications over its facilities during emergencies, which may result in a shortage of facilities.
- 2.2.9. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.
- 2.2.10. The Company reserves the right to discontinue service when necessitated by conditions beyond its control or when the Customer's use of the service is in violation of the provisions of this Tariff, QuantumShift's policies and procedures, or in violation of state law, unless prohibited by Commission rules, regulations or Ohio State law.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited. Services are designed primarily for business or commercial use.
- 2.3.2. Customers may transmit or receive information or signals via the Company's facilities. Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A Customer may transmit any form of signal that is compatible with Company's equipment, but Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.
- 2.3.3. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier, shared tenant or multi-tenant provider. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service. This provision does not prohibit any other joint use arrangement permitted by Commission rules and/or Ohio State law.
- 2.3.4. 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.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3. USE (Cont'd)**

- 2.3.5. The Company strictly prohibits use of the Company's services without payment or by an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.
- 2.3.6. A Customer may extend service capable of two-way communications to the location of another business Customer for the purpose of performing clerical services, which include the answering and originating of telephone calls. All regulations governing the use of service and the charges normally associated with the provision of service are applicable.
- 2.3.7. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.8. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.9. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service, and such person(s) shall be the authorized person(s) on the account for services for the purpose of changing services or any activity or notice on the account or relative to the services.

2.4. APPLICATION FOR SERVICE

- 2.4.1. A Customer desiring to obtain Service may be required to complete the appropriate service order form or service agreement, and submit the service order in compliance with Company subscription requirements as may be established from time to time.
- 2.4.2. The name(s) of the Customer(s) desiring to use the Service must be set forth in the application or service agreement.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4. APPLICATION FOR SERVICE (Cont'd)**

- 2.4.3. Company reserves the right to refuse an application or service agreement under the following circumstances:
- 2.4.3.1. When such service will adversely affect the service to other existing customers;
 - 2.4.3.2. Where the applicant has not complied with state, county, or municipal rules and/or regulations concerning the rendition of service;
 - 2.4.3.3. Where the installation is considered hazardous or of such nature that satisfactory service cannot be given;
 - 2.4.3.4. Where an applicant has not secured all necessary rights of way, easements and permits;
 - 2.4.3.5. Where the applicant has an overdue, unpaid obligation to the Company for the same class of service at the same or different location until the obligation is paid or arrangements satisfactory to the Company
 - 2.4.3.6. Where the applicant has failed to provide accurate and verifiable information necessary to establish the identify of the applicant until verifiable information is provided; or
 - 2.4.3.7. Where an applicant is shown to have obtained or retained service from the Company by fraudulent means, including but not limited to false statements of credit references or employment; false statement of premises address; use of an alias or false name with intent to deceive.
- 2.4.4. Request for Service under this Tariff will authorize Company to conduct a credit search on the Customer. Company reserves the right to require deposits on the basis of credit history and to refuse further Service due to late payment or nonpayment by the Customer.
- 2.4.5. Company may require an applicant for Service, who intends to use Company's offerings for resale and/or for shared use, to file a letter with Company confirming that the applicant's use of Company's offerings complies with relevant laws and Commission regulations, policies, orders, and decisions.

Issued: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITY OF THE COMPANY**

- 2.5.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission occurring in the course of furnishing service or other facilities, and not caused by the negligence of the Customer, commences upon activation of service. Such liability will not be limited by gross misconduct of the Company. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have thirty (30) days. Credit for interruptions is described in more detail in Section 2.11.6 of this Tariff.
- 2.5.2. Company shall not be liable for, and the Company shall be indemnified, defended and held harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for:
- 2.5.2.1. Acts, omissions, or negligence of other companies when their facilities are used in connection with Company's facilities to provide service, or for the unavailability or any delays in the furnishing of any services or facilities, which are provided by other companies;
- 2.5.2.2. Failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, order by request of the United States Government, or any other government including state and local governments having any jurisdiction over QuantumShift or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over Company;
- 2.5.2.3. Act or omission of any other entity furnishing to the Customer facilities or equipment used with the Service furnished hereunder; nor shall Company be liable for any damages or losses due in whole or in part to the fault or negligence of the Customer or due in whole or in part to the failure of Customer-provided equipment or facilities;

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITY OF THE COMPANY (Cont'd)**

- 2.5.2.4. Any charges or costs incurred by Customer for use of another carrier's services whether caused by failure of Company's equipment or service or otherwise;
- 2.5.2.5. Company is not responsible for publication of any directories. No liability for damages arising from errors and/or omissions of directory listings, or listings obtained from the directory assistance operator shall attach to Company.
- 2.5.2.6. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising directly or indirectly from the material, data, information or other content transmitted over Company facilities or the use thereof, claims for infringement of patents arising from combining facilities furnished by Company with, or using the facilities in connection with, apparatus and systems of the Customer and all other claims arising out of any act or omission of the Customer in connection with facilities provided by Company.
- 2.5.2.7. Any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or Service provided by the Company;
- 2.5.2.8. Any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, delayed installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence;

Issued: November 17, 2011

Effective Date: November 17, 2011

Issued By:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITY OF THE COMPANY (Cont'd)**

- 2.5.2.9. Any act or omission of: (1) the Customer, (2) any other entity furnishing Service, equipment or facilities for use in conjunction with Services or facilities provided by the Company, or (3) common carriers or warehousemen;
- 2.5.2.10. Any unlawful or unauthorized use of the Company's facilities and Services;
- 2.5.2.11. Breach in the privacy or security of communications transmitted over the Company's facilities;
- 2.5.2.12. Any intentional, wrongful act of a Company employee when such act is not within the scope of the employee's responsibilities for the Company and/or is not authorized by the Company;
- 2.5.2.13. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- 2.5.2.14. Any non-completion of calls due to network busy conditions;
- 2.5.2.15. Service, facilities, or equipment, which the Company does not furnish.
- 2.5.2.16. Any and all other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.5.3. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.5.4. The Company shall not be liable for any damages, including usage charges that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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(415) 209-7044

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITY OF THE COMPANY (Cont'd)**

- 2.5.5. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and Service has been discontinued, to a refund of the amount erroneously billed.
- 2.5.6. Unless otherwise provided by Ohio state law or Commission rules, any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented to the Company verbally or with written documentation.
- 2.5.7. The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.
- 2.5.8. The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. Such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- 2.5.9. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITY OF THE COMPANY (Cont'd)**

- 2.5.10. IN NO EVENT WILL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE SERVICES OR THE USE OF OR INABILITY TO USE PRODUCT OR EQUIPMENT EVEN IF THE COMPANY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In no event shall the Company's or its suppliers' liability to the Customer, whether in contract, tort (including negligence), or otherwise, exceed the price of the Services or equipment paid by the Customer. The foregoing limitations shall apply even if the standard of the Company's warranty or its suppliers fails of its essential purpose.
- 2.5.11. With respect to Directory Listing Service:
- 2.5.11.1. Company does not publish a directory or other similar listing of its Customers. However, Company will arrange for Customers, other than Customers requesting non-published service, to be listed in the directories and directory assistance records of the applicable incumbent local exchange carrier in accordance with the incumbent's listing service, subject to availability of such listing service to Company's Customers.
- 2.5.11.2. Company's liability arising from errors or omissions in directory listings for which there is a charge will be shall not exceed, on a monthly basis, the total of the charges for each charge listing for the line or lines in question.
- 2.5.11.3. The Subscriber assumes full responsibility for his use of any name as a directory listing, and agrees to hold the Company free and harmless from any claims, loss, damage or liability which may result from the use of such listing. The Company will not undertake to determine the legal, contractual or other right to the use of a name to be listed in any directory.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.5. LIABILITY OF THE COMPANY (Cont'd)**

2.5.11. (Cont'd)

2.5.11.4. As part of providing any private listing or semi-private listing Services, Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.

2.5.11.5. When a Customer with a non-published telephone number places a call to the Emergency 911 Service, Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service. By subscribing to Service under this Tariff, the Customer agrees to the release of such information under the above provision.

2.5.12. The Company's liability and the exclusive remedy of the Customer for damages arising out of or related to the Services will be solely limited to an amount no greater than the amounts paid by Customer to the Company during the term of the services. This limitation does not apply where the Company missed appointments, installations or repairs.

2.5.13. Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

2.5.14. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequential damages claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER**

2.6.1. General Liabilities of the Customer

- 2.6.1.1. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- 2.6.1.2. To the extent caused by any negligent or intentional act of the Customer as described in 2.6.1.1. preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- 2.6.1.3. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.
- 2.6.1.4. The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligent or willful acts of the Customer, Users, or others, by improper use of the Services, or by use of equipment provided by the Customer, Users, or others.
- 2.6.1.5. The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)**

2.6.2 Liability of the Customer for Unauthorized Use of the Network

2.6.2.1 Unauthorized Use of the Network

- A. Unauthorized use of the Network occurs when: (1) a person or entity that does not have actual, apparent, or implied authority to use the Network, obtains the Company's Services provided under this Tariff; or (2) a person or entity that otherwise has actual, apparent, or implied authority to use the Network, makes fraudulent use of the Network to obtain the Company's Services provided under this Tariff, or uses specific services that are not authorized.
- B. The following activities constitute fraudulent use:
1. Using the Network to transmit a message, locate a person, or otherwise give or obtain information, without payment for the service;
 2. Using or attempting to use the Network with the intent to avoid payment, either in whole or in part, of any of the Company's Tariffed charges by either rearranging, tampering with, or making connections not authorized by this Tariff to any service components used to furnish the Company's Services or using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices;
 3. Toll free callers using the Network with the intent of gaining access to a Customer's outbound calling capabilities on an unauthorized basis; and
 4. Using fraudulent means or devices, tricks, schemes, false or invalid numbers, false credit devices or electronic devices to defraud or mislead callers.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)**

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

2.6.2.1 Unauthorized Use of the Network (Cont'd)

- C. Customers are advised that use of telecommunications equipment and Services, including that provided under this Tariff, carries a risk of various forms of telecommunications fraud (including, but not limited to, toll, account numbers, security or authorization codes, etc.). Customers should take all necessary steps to restrict access to their facilities, including the equipment and services provided hereunder, and to detect and prevent unauthorized use of the equipment and services provided by the Company under this Tariff. Furthermore, Customers must notify the Company in writing of unauthorized use or charges appearing on the Customer's bill. All charges shall be deemed correct and authorized if such notice is not received by the Company.

2.6.2.2. Liability for Unauthorized Use

- A. Except as provided for elsewhere in this Tariff, the Customer is responsible for payment of all charges for Services provided under this Tariff. 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.
- B. The Customer is responsible for payment of all 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.

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6. LIABILITY OF THE CUSTOMER (Cont'd)**

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

2.6.2.1 Unauthorized Use of the Network (Cont'd)

- C. 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.
- D. 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.

2.7. PROVISION OF EQUIPMENT AND FACILITIES

2.7.1. The Company will use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon prior written consent by the Company.

2.7.2. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provided and/or provisioned equipment is connected to the facilities furnished under this Tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this Tariff. Beyond this responsibility, the Company will not be responsible for:

- 2.7.3.1. the transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
- 2.7.3.2. the reception of signals by Customer-provided equipment; or
- 2.7.3.3. network control signaling when performed by Customer-provided network control signaling equipment.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.7. PROVISION OF EQUIPMENT AND FACILITIES (Cont'd)**

- 2.7.3. At the request of the Customer, installation or maintenance may be performed outside of the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material or other costs incurred by or charged by the Company will apply. If installation or maintenance is started during regular business hours, but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays and/or night hours, additional charges may apply.
- 2.7.4. Company shall not be responsible to the Customer or any other person or entity if changes in the criteria or in any of Company's facilities, operations or procedures render Customer provided facilities obsolete or cause Customer-provided facilities to require modification or alteration, or otherwise affect the use or performance of Customer-provided facilities. Where it is reasonably foreseeable to Company that such changes may affect Customer-provided facilities, Company shall provide reasonable notice.
- 2.7.5. Unless otherwise specified in this Tariff, the Company will provide facilities for Services to the Demarcation Point on the property where the Customer is served. Customer or property owner is responsible for the installation, functionality, operation, and maintenance of all facilities on the Customer side of the Demarcation Point.
- 2.7.6. Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company guarantees that service will be installed within five (5) business days, Company is liable for any delays past that point and shall give appropriate credits.
- 2.7.7. Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided to the Customer.
- 2.7.8. Facilities furnished by Company remain the property of Company until transferred or abandoned.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8. ESTABLISHMENT OF CREDIT**

2.8.1. The Company, in order to ensure payment of its charges for Service or for loss of or damage to Company property, may require Applicants and Customers to establish and maintain credit. The establishment or re-establishment of credit as provided in this Section does not relieve an applicant or Customer from compliance with other provisions of this Tariff as to the payment of bills and in no way modifies the Sections regarding disconnection and termination of Service for failure to pay bills due for Service furnished.

2.8.2. Company may require any applicant or Customer to establish credit in one of the following ways, consistent with Ohio statutes and rules:

2.8.2.1. Customers must provide information pertinent to the applicant's or Customer's credit standing that meets the Company's criteria for satisfactory credit.

2.8.3 Termination Liability

Inclusion of early termination liability by the Company in its Tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the Company as approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

2.9. DEPOSITS

2.9.1. The Company generally does not require deposits, but reserves the right to require a deposit to guarantee payment of charges.

2.9.2. Interest on Deposits

Interest shall be paid on deposits at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses but at least annually, by direct payment, or as a credit on bills. Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

QuantumShift Communications, Inc.

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.10. PAYMENTS AND BILLING

2.10.1. General Payment Regulations

- 2.10.1.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer pursuant to Section 2.14., or when the Company disconnects service pursuant to this Tariff.
- 2.10.1.2. The Customer is responsible for the payment of all charges for services furnished to the Customer once service is activated.
- 2.10.1.3. Charges for service are based on actual usage, and are billed monthly in arrears. Billing for local services will be rendered monthly in advance.
- 2.10.1.4. Customer will be billed and is responsible for payment of applicable local, state and federal taxes assessed in connection with the services used.
- 2.10.1.5. Billing will be payable upon receipt and deemed past due if not paid by the Payment Due Date (a minimum of nineteen (19) days from the date of mailing) as set forth on the invoice.

2.10.2. Reserved for Future Use

Issued: November 17, 2011

Effective Date: November 17, 2011

Issued By:

Jenna Brown
Director of Regulatory Affairs
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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. PAYMENTS AND BILLING (Cont'd)**

2.10.3. Overpayments

2.10.3.1. The Company shall refund overpayments to the Customer retroactive to such time as the overpayment was applied or to the time such overpayment can be documented either by the Company or the Customer.

2.10.3.2. If agreed to by the Customer, credit for the overpayment will be provided on the next regular Company bill.

2.10.4. Back Billing

2.10.4.1. Any person or entity which uses, appropriates or secures the use of services from Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Company and which uses are inconsistent with the stated uses, intents, and purposes of this Tariff or any restriction, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Company's services actually made by Customer.

2.10.4.2. The Company reserves the right to back bill the Customer for charges not previously billed to the Customer because of Company error. The Company may back bill for charges incurred during the previous eighteen (18) months and/or consistent with Ohio state law or Commission rules and regulations.

2.10.5. Customer Complaints and Billing Disputes

2.10.5.1. A Customer or prospective customer may initiate a complaint or dispute with the Company on any relevant matter by telephone, at (937) 226-6896, in person or in writing directed to the Customer Service Manager, QuantumShift Communications, Inc., 12657 Alcosta Blvd., Ste. 418, San Ramon, CA 94583. Company's response to the complaint will generally be in the same form used by the Customer. If the Customer is not satisfied or the problem is not resolved, the Customer may contact the Public Utilities Commission of Ohio.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. PAYMENTS AND BILLING (Cont'd)**

2.10.5. Customer Complaints and Billing Disputes (Cont'd)

2.10.5.2. The Company will treat any Customer complaint or dispute in a manner consistent with Ohio statutes and regulations; specifically:

- A. The Company will promptly investigate disputes and complaints, promptly report the results to the Customer, and promptly take corrective action, if necessary;
- B. The Company will inform Customers that remain dissatisfied with the Company's initial decision or explanation that the Customer has the right to have the problem considered and acted upon by a supervisor. Company personnel will inform the Customer of the name and telephone number of the supervisor; and
- C. The Company will inform Customers that remain dissatisfied after a supervisor's review of the dispute that the Customer may apply to the Commission for resolution.

2.10.5.3. In the event the Customer disputes any charges billed by the Company, Customer must make payment of all undisputed amounts or the Service will be subject to disconnection if Company has notified Customer by written notice of such delinquency and impending termination. Customer should submit to Company verbally or in writing and provide an itemized statement identifying the disputed charges and reasonably explaining the basis of the dispute.

2.10.5.4. Company shall resolve billing disputes in a timely manner and determine whether any billing adjustment should be made to the Customer's account. In making such determination, Company will consider all relevant and credible information provided by Customer as well as other information reasonably available to Company.

Issued: November 22, 2011

Effective Date: November 22, 2011

Issued By:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10. PAYMENTS AND BILLING (Cont'd)**

2.10.5. Customer Complaints and Billing Disputes (Cont'd)

2.10.5.5. If objection to the Company's bill is not received by the Company, the items and charges appearing thereon shall be determined to be correct and binding upon the Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records.

2.10.5.6. The Customer may pay the disputed portion of the bill, subject to reimbursement.

2.10.5.7. If you have a complaint that is not resolved after you have called QuantumShift, or for general utility information, customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 or for TTY at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov.

2.10.6.8. The address of the Commission is:

Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

2.11. INTERRUPTION OF SERVICE

2.11.1. The Company will follow the Commission's rules in the case of major outage and/or service interruption.

2.11.2. For the purpose of applying this provision, the word "interruption" will mean the inability to complete calls either incoming or outgoing or both due to equipment malfunction or human errors. "Interruption" does not include, and no allowance will be given for, service difficulties such as slow dial tone, circuits busy or other network and/or switching capacity shortages.

2.11.3. All reported interruptions of service will be restored within one (1) working day, excluding Sundays and holidays, except those caused by emergency situations, unavoidable catastrophes.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.11. INTERRUPTION OF SERVICE (Cont'd)**

- 2.11.4. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, to the failure of channels, equipment and/or communications equipment provided by the Customer or to circumstances beyond the Company's control, including force majeure. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.11.5. No credit allowances will be allowed for an interruption of services for continuous duration of less than twenty-four (24) hours, and then for every full twenty-four (24) hours thereafter;
- 2.11.6. If an out-of-service condition exceeds twenty-four hours but is less than forty-eight hours, the Company will credit Customer's bill for at least the pro rata portion of the monthly charge(s) for all regulated local services rendered inoperative during the interruption. Credit for out-of-service conditions lasting longer will be provided as follows:

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

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

(3) The Company will provide a Customer who experiences an out-of-service condition of at least ninety-six hours a credit equal to at least one month's charges for any regulated local services rendered inoperative.

2.12. RESTORATION OF SERVICE

- 2.12.1. The use and restoration of service in emergencies shall be in accordance with Ohio rules.
- 2.12.2. When a Customer's service has been disconnected in accordance with this Tariff and applicable Commission rules and regulations, and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service. If service has been temporarily suspended, 911 access will remain available for fourteen calendar days after which service will be completely disconnected and a new installation charge will be applicable.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.13. CANCELLATION BY CUSTOMER**

- 2.13.1. The Customer may discontinue service via phone with the proper identification or in writing.
- 2.13.2. Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction.
- 2.13.3. Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies;
1. The total costs of installing and removing such facilities; or
 2. The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges.
- 2.13.4. Pursuant to Ohio rules, the Company may discontinue service to the Customer without notice or without further notice for the following reasons:
- 2.13.1.1. An emergency may threaten the health or safety of a person, or the local service provider's distribution system. If service is disconnected, the company shall act promptly to restore service as soon as possible;
 - 2.13.1.2. A subscriber's use of telecommunications equipment adversely affects the company's equipment, its service to others, or the safety of the Company's employees or subscribers; or
 - 2.13.1.3. A subscriber tampers with facilities or equipment owned by the telecommunications provider.

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.14. CANCELLATION BY COMPANY**

- 2.14.2. The Company will restore service that has been disconnected once the Customer has corrected the underlying reason for the disconnection. The Company may require a deposit for restoration of service in accordance with section 2.9 of this Tariff.
- 2.14.3. The Company, after providing the Customer with 14 days proper notice, will discontinue service if and only if the following reasons are met:
- 2.14.3.1. if the Company determines that the Customer has used Customer-owned-equipment that adversely affects the Company's service to its other customers;
 - 2.14.3.2. if the Company determines the Customer has not paid regulated charges or has not paid a deposit as provided in this Tariff with this Company, except for non-payment of charges incurred from information delivery services or disputed third-party billed charges;
 - 2.14.3.3. if the Company is unable to substantiate the identity of the individual requesting service; provided that the Company will allow a person to substantiate his/her/its identity with at least a current Ohio State driver's license or with another piece of picture identification from a list of four Company approved forms of identification. The Company will provide a cost free means to substantiate identification.
 - 2.14.3.4. if the Company determines that the Customer has received service from the company by providing false information, including false statements of credit references or employment, false statement of premises address, use of an alias or false name with the intent to deceive the Company, or rotation of service among roommates or persons living together for the purpose of avoiding the debts of one or more person;
- 2.14.4. Except as provided in Section 2.15.1, the Company will mail to the Customer, via first class mail, written notification of discontinued service at least seven (7) calendar days prior to discontinuance or disconnection of service, which will contain the following:
- 2.14.4.1. a discontinuation date that is not less than seven (7) calendar days after the postmark date for which the notice is mailed;
 - 2.14.4.2. the amount(s) owing for service that is subject to discontinuation or restriction;
 - 2.14.4.3. a statement that clearly indicates the amount the Customer must pay in order to maintain basic service or restricted service, regardless of the full amount owed by the Customer;
 - 2.14.4.4. instructions on how to correct the problem to avoid discontinuation of service;

Issued: November 22, 2011

Effective Date: November 22, 2011

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.14. CANCELLATION BY COMPANY (Cont'd)**

- 2.14.4.5. information about any discontinuation or restoration charges that may be assessed;
- 2.14.4.6 a statement that reads, "If you have a complaint in regard to this disconnection notice that cannot be resolved after you have called QuantumShift, or for general utility information, customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 or for TTY at 1-800-686-1570 from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov."
- 2.14.4.7. a statement that local service may not be refused or disconnected to any applicant or subscriber for any of the following reasons:
 - (1) Failure to pay for service furnished to a former subscriber unless the former subscriber and the new applicant for service continue to be members of the same household;
 - (2) Failure to pay any amount which is in bona fide dispute. The company may not disconnect service if the subscriber pays either the undisputed portion of the bill or where the disputed amount is in question, the subscriber pays the amount paid for the same billing period in the previous year; or
 - (3) Failure to pay any non-regulated service charges.
- 2.14.5 The Company will not discontinue service while a customer billing dispute is pending before the Commission provided that the Customer pays all amounts of any bill due that is not in dispute.

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.15. NOTICES AND COMMUNICATIONS**

- 2.15.1. The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for services shall be mailed.
- 2.15.2. All notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit 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.
- 2.15.3. The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.16. INTERCONNECTION

- 2.16.1. Company reserves the right to interconnect its services with those of any other Common Carrier or alternate service provider and to utilize such services concurrently with its own facilities for the provision of Service(s) offered in this Tariff.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.17. EMERGENCY CALLING**

Access to 911 and E911 service is offered solely as an aid in handling assistance calls in connection with fire, police, medical, and other emergencies. The Company is not responsible, in the absence of gross negligence or willful misconduct, for any losses, claims, demands, suits, or any liability, whether suffered, made, instituted, or asserted by the Customer or by any other party or person, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such facilities. By dialing 911, the Customer agrees to release, indemnify, defend, and hold harmless the Company from any and all loss or claims, whatsoever, whether suffered, made, instituted, or asserted by the destruction of any property, whether owned by the Customer or others. 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.

The Company is not responsible for any infringement or invasion of the right of privacy of any person or persons, caused, or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 service features and the equipment associated therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing the 911 service.

The provision of 911 Service by the Company shall not be interpreted, construed, or regarded as being for the benefit of or creating any Company obligation, either expressed or implied, toward any third person or legal entity other than the customer. The company's entire liability to any person for interruption or failure of 911 Service shall be limited to the terms specified in this Tariff or by statute.

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SECTION 3 – LOCAL EXCHANGE SERVICE**3.1. DESCRIPTION OF SERVICE**

- 3.1.1. Local Exchange Service may be offered to Customers in locations that Company determines are feasible, and for which it receives the necessary approvals from the Commission or other state regulatory bodies. Company may offer such services via one or more of the following: resale or leased facilities.
- 3.1.2. Local Exchange Service is telephone service that allows Customers to originate calls from the Customer location to locations within the Customer's local calling area. In addition the Customer may originate long distance calls that are routed to appropriate long distance carrier. The Customer may also receive calls that originate either within local service area or from other locations worldwide.
- 3.1.3. The Company provides services through a resale arrangement with the local exchange carrier or alternative carriers. The Company also provides access to interexchange Service by resale of service from interexchange carriers. A Customer may presubscribe to the carrier of their choice for interLATA and intraLATA calling, or Customer may access a provider on an *ad hoc* basis by dialing the Provider's Carrier Identification Code (10XXX).
- 3.1.4. Local Service provides the Customer with touch tone, voice-grade telecommunications services that can be used to place or receive calls. The Customer may place calls to any local calling station in the local calling area. Additionally, subject to availability, the Customer may access certain features, including, operator services, directory assistance, enhanced 911 (where available to Company), custom calling features, including voice mail (where available) and telecommunications relay services. The Customer may also place calls to toll-free numbers where equipment allows.
- 3.1.5. Timing of calls begins when the called station is answered, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. The Company does not bill for incomplete calls.
- 3.1.6. Calls to information service providers (900/976) will be automatically blocked on a per line basis. The Customer may have the blocking removed pursuant to FCC rules.

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SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)**3.2. APPLICATION OF RATES**

- 3.2.1. The rates for Local Exchange Service are subject to the conditions set forth herein and the Rules and Regulations governing provision of service in Section 2 of this Tariff.
- 3.2.2. The Local Exchange Service Rates are for service only and do not include any terminal equipment beyond the point of demarcation.
- 3.2.3. The rates applicable to Local Exchange Service are composed of a Line Access Rate component.
- 3.2.4. In addition to service offered with this Local Exchange Service Section, QuantumShift shall also offer individually priced services subject to individual based case (ICB) contracts. Individually priced services shall be established in a non-discriminatory manner.

3.3. LOCATION OF SERVICE

- 3.3.1 The Company will be providing service to Ohio customers located in the incumbent local exchange and calling areas listed in AT&T Ohio's Guidebook. The Company's description of service areas in no way compels the Company to provide a service in an area where facilities or other extenuating factors limit the Company's ability to provide service.

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SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)**3.4. RESOLD BUSINESS LINE SERVICE – RATES****3.4.1. Resold Business Line Service:**

Resold Business Line Service offers the Customer a choice of billing options. Term plans are also available.

Billing Option 1 - Customers receive a lower monthly recurring line charge in exchange for a term plan.

	Monthly Recurring Charge	Per Call Charge
Term Plan		
Month to Month	\$40.00	\$.08
One Year	\$36.00	\$.08
Two Year	\$33.00	\$.08
Three Year	\$31.00	\$.08

Billing Option 2 - Customers receive a lower incremental charge in exchange for a term plan.

	Monthly Recurring Charge	Incremental Charge*
Term Plan		
Month to Month	\$36.00	\$.026
One Year	\$36.00	\$.024
Two Year	\$36.00	\$.022
Three Year	\$36.00	\$.019

*Billing is in six second increments with an 18 second minimum.

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SECTION 3 – LOCAL EXCHANGE SERVICE (Cont'd)**3.5 CARRIER-TO-CARRIER SERVICES**

As a LEC that provides local service through its own facilities or in combination with its own facilities, all of the Company's resale service offerings are available for resale to any other LEC on a non-discriminatory basis, at the retail rates in this tariff or by contract.

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SECTION 4 – MISCELLANEOUS SERVICES**4.1. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. ICB rates will be offered to the Customer's in writing and on a non-discriminatory basis, and will be filed with the Commission for approval.

4.2. PROMOTIONAL OFFERINGS

The Company will provide notification to the Commission of its intent to offer promotional services and rates. The Company may offer existing services on a promotional basis that provides special rates, terms, or conditions of service. The waiver of any monthly recurring charges shall be limited to ninety (90) days on a per customer basis. Promotions filed with the Commission will be effective on the day of filing.

Issued: November 22, 2011
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Effective Date: November 22, 2011

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