



Transcript Exhibit(s)

Docket #(s): T-03793A-99-0608

T-03549A-99-0608

Exhibit #: A1, A2, A3, S1, S2.

NEW APPLICATION

Lance J.M. Steinhart

Attorney At Law
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Suite 285
Duluth, Georgia 30097

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AZ CORP COMMISSION

OCT 26 11 56 AM '99

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October 25, 1999

VIA OVERNIGHT DELIVERY

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

DOCKET NO. T-03793A-99-0608

Re: MVX Communications, LLC

Dear Sir/Madam:

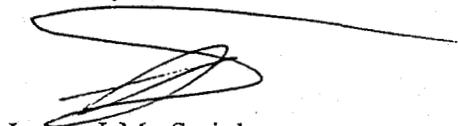
Please accept this letter as notification that MVX Communications, LLC ("MVX"), a Nevada limited liability company, has reincorporated in the State of California. MVX was merged with and into MVX.Com Communications, Inc., a California corporation, pursuant to an Agreement and Plan of Merger effective May 5, 1999.

MVX was granted a Certificate of Public Convenience and Necessity for authority to provide competitive intrastate toll services in Docket No. T-03549A-98-0201 by Decision No. 61989 entered on October 8, 1999. Pursuant to the transaction, the company will continue to operate as "MVX". The transaction will not result in a change in the manner in which MVX provides services to its Arizona customers, in that it will continue to provide service under the rates, terms and conditions it currently offers to its customers.

The company hereby requests that the Commission transfer its CPCN to MVX.com Communications, Inc.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self addressed, postage prepaid envelope. If you have any questions or if I may provide you with additional information, please do not hesitate to contact me. Thank you for your assistance.

Sincerely,



Lance J.M. Steinhart
Attorney for MVX Communications, LLC

cc: Jeff Richards
Kevin Moshier



BEFORE THE ARIZONA CORPORATION COMMISSION

CARL J. KUNASEK
CHAIRMAN
JIM IRVIN
COMMISSIONER
WILLIAM A. MUNDELL
COMMISSIONER

001 08 1999

DOCKETED BY *ad*

IN THE MATTER OF THE APPLICATION OF
MVX COMMUNICATIONS, LLC FOR A
CERTIFICATE OF CONVENIENCE AND
NECESSITY TO PROVIDE COMPETITIVE
INTRASTATE TELECOMMUNICATIONS
SERVICES AS A RESELLER.

DOCKET NO. T-03549A-98-0201

DECISION NO. 61989

ORDER

Open Meeting
October 6 and 7, 1999
Phoenix, Arizona

BY THE COMMISSION:

Having considered the entire record herein and being fully advised in the premises, the Commission finds, concludes, and orders that:

FINDINGS OF FACT

1. On April 20, 1998, MVX Communications, LLC ("Applicant") filed with the Commission an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive resold intrastate toll telecommunications services in Arizona.
2. In Decision No. 58926 (December 22, 1994), the Commission found that resold telecommunications providers ("resellers") were public service corporations subject to the jurisdiction of the Commission.
3. In Decision No. 59124 (June 23, 1995), the Commission adopted A.A.C. R14-2-1101 through R14-2-1115 to regulate resellers.
4. Applicant is a Nevada limited liability company authorized to do business in Arizona since 1998.
5. Applicant is a switchless reseller and plans to resell services provided by IXC Communications Services, Inc. and PNG Telecommunications, Inc.
6. On February 12, 1999, the Commission's Utilities Division Staff ("Staff") filed a Staff

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1 Report.

2 7. In the Staff Report, Staff stated that Applicant had provided financial statements dated
3 February 11, 1998, which indicated Applicant was a start-up with a net income of \$9,920 on revenues
4 of \$201,560 for the month of January 1998. Applicant had assets totaling \$1.32 million, liabilities of
5 \$47,894, retained earnings of \$9,920 and total equity of \$1.27 million. Based on the financial
6 information provided, Staff believes that Applicant does not appear to have sufficient financial
7 resources to make necessary plant additions or incur operating losses. Accordingly, Staff
8 recommended as a condition of certification that pursuant to A.A.C. R14-2-1105.D, Applicant
9 maintain for a minimum of one year, an escrow account equal to the total amount of any
10 prepayments, advances and deposits that Applicant may collect from its customers. In the alternative,
11 Applicant could file a letter stating that it does not currently charge customers any prepayments,
12 advances or deposits, and does not intend to do so in the future. If at some future date Applicant
13 desired to charge customers any prepayments, advances or deposits, it must file information with
14 Staff that demonstrates Applicant's financial viability. Staff would review the information and
15 provide Applicant its decision concerning financial viability within 30 days of receipt of the
16 information. Staff believes that if Applicant experiences financial difficulty, there should be minimal
17 impact to its customers. Customers are able to dial another reseller or facilities-based provider, and
18 may permanently switch to another company without forfeiting any prepayment, advance or deposit.

19 8. The Staff Report stated that Applicant has no market power and the reasonableness of
20 its rates would be evaluated in a market with numerous competitors.

21 9. Staff recommended that:

22 (a) Applicant's application for a Certificate should be approved without a hearing
23 subject to A.A.C. R14-2-1106.B;

24 (b) Applicant's intrastate toll service offerings should be classified as competitive
 pursuant to A.A.C. R14-2-1108;

25 (c) Applicant's competitive services should be priced at the effective rates set
26 forth in Applicant's tariffs and the maximum rates for these services should be the
27 maximum rates proposed by Applicant in its tariffs. The minimum rates for applicant's
 competitive services should be Applicant's long run incremental costs of providing
 those services as set forth in A.A.C. R14-2-1109; and

28 (d) Applicant should be required to comply with the Commission's rules and

1,000

1 modify its tariffs to conform with the rules if it is determined there is a conflict
2 between Applicant's tariffs and the Commission's rules.

3 10. By Procedural Order dated April 1, 1999, the Commission set a deadline of May 20,
4 1999, for filing exceptions to the Staff Report; requesting that a hearing be set; or requesting
5 intervention as interested parties.

6 11. No exceptions were filed to the Staff Report, nor did any party request that a hearing
7 be set.

8 12. On April 7, 1999, Applicant filed a letter with the Commission, indicating that it does
9 not currently, and does not intend in the future, to charge its customers for any prepayments,
10 advances or deposits.

11 **CONCLUSIONS OF LAW**

12 1. Applicant is a public service corporation within the meaning of Article XV of the
13 Arizona Constitution and A.R.S. §§ 40-281 and 40-282.

14 2. The Commission has jurisdiction over Applicant and the subject matter of the
15 application.

16 3. Notice of the application was given in accordance with the law.

17 4. Applicant's provision of resold intrastate toll services is in the public interest.

18 5. As conditioned herein, Applicant is a fit and proper entity to receive a Certificate for
19 providing competitive intrastate toll services as a reseller in Arizona.

20 6. Staff's recommendations in Findings of Fact Nos. 7 and 9 are reasonable and should
21 be adopted.

22 **ORDER**

23 IT IS THEREFORE ORDERED that the Application of MVX Communications, LLC for a
24 Certificate of Convenience and Necessity for authority to provide competitive intrastate toll services
25 shall be, and the same is hereby granted, except that MVX Communications, LLC shall not be
26 authorized to charge customers any prepayments, advances or deposits. In the future if MVX
27 Communications, LLC desires to initiate such charges, including, but not limited to prepaid calling
28 cards, it must file information with the Commission that demonstrates the company's financial
viability or establish an escrow account equal to the amount of any prepayments, advances or

1 1000

1 deposits. Staff shall review the information provided and file its recommendation concerning
2 financial viability within thirty days of receipt of the financial information, for Commission approval.

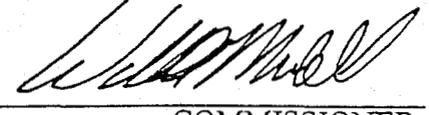
3 IT IS FURTHER ORDERED that MVX Communications, LLC shall comply with the Staff
4 recommendations set forth in Findings of Fact No. 9.

5 IT IS FURTHER ORDERED that this Decision shall become effective immediately.

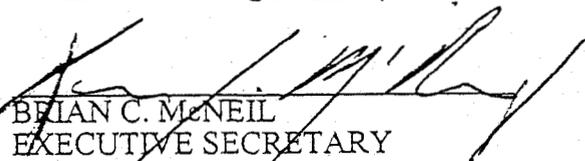
6 BY ORDER OF THE ARIZONA CORPORATION COMMISSION.

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8 
9 CHAIRMAN

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12 COMMISSIONER

13 
14 COMMISSIONER

15 IN WITNESS WHEREOF, I, BRIAN C. McNEIL, Executive
16 Secretary of the Arizona Corporation Commission, have
17 hereunto set my hand and caused the official seal of the
18 Commission to be affixed at the Capitol, in the City of Phoenix,
19 this 8th day of October, 1999.

20 
21 BRIAN C. McNEIL
22 EXECUTIVE SECRETARY

23
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28
29 DISSENT _____
30 JR:dap

1 SERVICE LIST FOR:

MVX COMMUNICATIONS, LLC

2 DOCKET NO.

T-03549A-98-0201

3 Lance J.M. Steinhart
4 6455 East Johns Crossing
5 Suite 285
6 Duluth, Georgia 30097
7 Attorney for Applicant

8 Chris Stockhoff, VP Operations
9 MVX Communications, LLC
10 100 Rowland Way, Suite 145
11 Novato, CA 94945

12 Paul Bullis, Chief Counsel
13 Legal Division
14 Arizona Corporation Commission
15 1200 West Washington Street
16 Phoenix, Arizona 85007

17 Deborah Scott, Director
18 Utilities Division
19 Arizona Corporation Commission
20 1200 West Washington Street
21 Phoenix, Arizona 85007

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May 3, 2001

VIA FEDERAL EXPRESS

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

Re: MVX.COM Communications, Inc.; Original Docket No. T-03793A-99-0608
Local Exchange Service
Name Change to QuantumShift Communications, Inc.

Dear Sir/Madam:

Enclosed please find for filing an original and ten (10) copies of MVX.COM Communications, Inc.'s initial tariff reflecting its new name, QuantumShift Communications, Inc., along with the company's Certificate of Authority issued by the Corporations Division.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

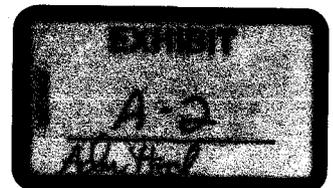
Respectfully submitted,



Tony Cooke
Director of Government Affairs
for QuantumShift Communications, Inc.
f/k/a MVX.COM Communications, Inc.

Enclosures

cc: Dick van Aggelen



AZ. CORP. COMMISSION
DELIVERED

DO NOT PUBLISH
THIS SECTION

1. The corporate name must contain the corporate ending term which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you are the holder or assignee of a tradename or trademark, attach Declaration of Tradename Holder form. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to endure. If perpetual succession, so indicate in this section. Do not leave blank, or state not applicable.

5. The statutory agent address cannot be a P.O. Box. It must be a physical address in Arizona. Include City, State and Zip code

NOV 02 2000 APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS
IN ARIZONA

FILED BY Jeri Little
DATE 11/02/2000 F-0877620-1
The name of the corporation is: MVX.COM Communications, Inc.

A(n) California Corporation
(State, Province or Country)

We are a foreign corporation applying for authority to transact business in the state of Arizona.

We are a foreign corporation currently authorized to transact business in Arizona and must now file this Application for New Authority pursuant to A.R.S. § 10-1504 because we have changed the following in our domicile jurisdiction:

- Our actual corporate name (or the name under which we originally obtained authority in Arizona).
- The period of our duration.
- The state, province or country of our incorporation.

1. The exact name of the foreign corporation is:
QuantumShift Communications, Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

(FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is:

California

3. The foreign corporation was incorporated on the 17th day of February, 1999 and the period of its duration is: perpetual.

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

101 Rowland Way, Suite 300

Novato, CA 94945

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

National Registered Agents, Inc.

815 N. First Avenue, Suite 4

Phoenix, AZ 85003

DO NOT PUBLISH THIS SECTION

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:

5.b. Indicate to which address the Annual Report should be mailed.

5.b. The Annual Report and general correspondence should be mailed to the address specified above in section 4 or 5a _____.

6. If the purpose of your corporation has any limitations with regard to this section, so indicate. If not, state no limitations.

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations if any:

None

7. The names and usual business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

See attached list. _____ [title]

Name:
Address:
City, State, Zip:

Name:
Address:
City, State, Zip:

_____ [title]

Name:
Address:
City, State, Zip:

_____ [title]

8. The total number of authorized shares cannot be "zero" or "N/A". Include authorized, not issued shares in this section.

8. The foreign corporation is authorized to issue 1,000,000 shares, itemized as follows: (Attach additional sheets if necessary.)

1,000,000 shares of common [class or series] stock at no par value no par value or par value of \$ _____ per share.
_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.
_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.

**List of Officers for
QuantumShift Communications, Inc.
f/k/a MVX.COM Communications, Inc.**

Officers:

Scott Schaefer
President
101 Rowland Way
Suite 300
Novato, CA 94945

Dick Van Aggelen
Secretary/Asst. Treasurer
101 Rowland Way
Suite 300
Novato, CA 94945

Kenneth Holmes
CFO/Asst. Secretary
101 Rowland Way
Suite 300
Novato, CA 94945

Directors:

Thomas Rice
101 Rowland Way
Suite 300
Novato, CA 94945

DO NOT PUBLISH THIS SECTION

9. The total number of issued shares cannot be "N/A".

The Application must be accompanied by the following: A Certificate of Disclosure, executed within 30 days of delivery to the Commission, by a duly authorized officer

Attach a certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, §8) and a certificate of existence or document of similar import duly authenticated (within 60 days) by the official having custody of corporate records in the state, province or country under whose laws we are incorporated.

The agent may consent to the appointment by either executing the consent, attaching a cover letter, or if paying by check, executing the check.

9. The foreign corporation has issued 100,000 shares, itemized as follows:
100,000 shares of common [class or series] stock at no par value no par value or par value of \$ _____ per share.
_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.
_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is:
to provide telecommunications services

DATED this 20th day of OCTOBER, 192000
MXV.COM Communications, Inc.

[Name of Corporation]
Executed by [Signature]
Mr SCOTT SCHAEFER, PRESIDENT
[print name] [title]
PHONE 415-893-7180 FAX _____
[optional] [optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 1st day of November, 192000

Signing on behalf of National Registered Agents, Inc.
[Signature]
Signature
Sue Brodtmann, asst. sec.
[Print Name]

**RULES, REGULATIONS, AND
SCHEDULE OF RATES AND CHARGES
APPLICABLE TO END USERS**

LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

**FURNISHED BY
QUANTUMSHIFT COMMUNICATIONS, INC.
WITHIN THE STATE OF ARIZONA**

Issued: May 4, 2001
Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

Effective: June 4, 2001

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Issued: May 4, 2001
Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

Effective: June 4, 2001

CHECK SHEET

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

Page Number	Revision								
1	Original	31	Original	61	Original				
2	Original	32	Original	62	Original				
3	Original	33	Original	63	Original				
4	Original	34	Original	64	Original				
5	Original	35	Original	65	Original				
6	Original	36	Original	66	Original				
7	Original	37	Original	67	Original				
8	Original	38	Original	68	Original				
9	Original	39	Original	69	Original				
10	Original	40	Original	70	Original				
11	Original	41	Original	71	Original				
12	Original	42	Original	72	Original				
13	Original	43	Original	73	Original				
14	Original	44	Original	74	Original				
15	Original	45	Original	75	Original				
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28	Original	58	Original						
29	Original	59	Original						
30	Original	60	Original						

Issued: May 4, 2001
Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

Effective: June 4, 2001

EXPLANATION OF SYMBOLS

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

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

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the local exchange telecommunications services provided by QuantumShift Communications, Inc. to customers within the state of Arizona.

Issued: May 4, 2001
Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

Effective: June 4, 2001

SECTION 1.0 - DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

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

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

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

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

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Commission - Arizona Corporation Commission.

Company or Carrier - QuantumShift Communications, Inc., unless otherwise clearly indicated by the context.

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

Deposit - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

SECTION 1.0 - DEFINITIONS

DID Trunk - A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the Company operator.

Dial Pulse (or "DP") - The pulse type employed by rotary dial station sets.

Dual Tone Multi-Frequency (or "DTMF") - The pulse type employed by tone dial station sets.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid for by another Customer.

End Office - With respect to each NPA-NXX code prefix assigned to the Company, the location of the Company's "end office" for purposes of this tariff shall be the point of interconnection associated with that NPA-NXX code in the Local Exchange Routing Guide ("LERG"), issued by Bellcore.

Hearing Impaired - Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

Hunting - Routes a call to an idle station line in a prearranged group when the called station line is busy.

In-Only - A service attribute that restricts outward dial access and routes incoming calls to a designated answer point.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

SECTION 1.0 - DEFINITIONS

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

LEC - Local Exchange Company

Minimum Point of Presence ("MPOP") - The main telephone closet in the Customer's building.

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

Multi-Frequency or ("MF") - An inter-machine pulse type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

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

Other Telephone Company - An Exchange Telephone Company, other than the Company.

PBX - Private Branch Exchange

Premises - A building or buildings on contiguous property.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Residence or Residential - A class of service furnished to a Customer at a place of dwelling where the actual or obvious use is for domestic purposes.

Issued: May 4, 2001
Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

Effective: June 4, 2001

SECTION 1.0 - DEFINITIONS

Service commencement Date - The first day following the date on which the Company notifies the Customer that the requested service is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order of this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

Service Order - The written request for services executed by the Customer and the Company in the format devised by the Company. The signing of a Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

Telecommunications Company or Provider - Used throughout this tariff to mean QuantumShift Communications, Inc. unless clearly indicated otherwise by the text.

TBD - To Be Determined.

Two Way - A service attribute that includes outward dial capabilities for outbound calls and can also be used to carry inbound calls to a central point for further processing.

Usage Based Charges - Charges for minutes or messages traversing over local exchange facilities.

User or End User - A Customer, Joint User, or any other person authorized by a Customer to use service provider under this tariff.

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Arizona, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- (A) Service is provided on the basis of a minimum period of at least six months, 24 hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- (B) Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- (C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- (D) Service may be terminated upon written notice to the Customer if:
 - (1) the Customer is using the service in violation of this tariff; or
 - (2) the Customer is using the service in violation of the law.
- (E) This tariff shall be interpreted and governed by the laws of the State of Arizona without regard for its choice of laws provision.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- (F) Any Other Telephone Company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- (G) To the extent that either the Company or any Other Telephone Company exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the Other Telephone Company shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- (H) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability

- (A) Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- (B) Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- (C) The liability of the Company for errors in billing that 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.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (D) The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- (1) Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - (2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - (3) Any unlawful or unauthorized use of the Company's facilities and services;
 - (4) Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of company-provided facilities or services;
 - (5) Breach in the privacy or security of communications transmitted over the Company's facilities;

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

(D) (cont'd)

- (6) Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth in paragraph (A) of this Subsection 2.1.4.
- (7) Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- (8) Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- (9) Any non-completion of calls due to network busy conditions;
- (10) Any calls not actually attempted to be completed during any period that service is unavailable;
- (11) And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Limitations on Liability (Cont'd.)

- (E) The Company does not guarantee nor make any warranty with respect to installations provided by its for use in an explosive atmosphere.
- (F) The Company makes no warranties or representations, EXPRESS OR IMPLIED, either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.
- (G) Failure by the Company to assert its rights pursuant to one provision of this tariff does not preclude the Company from asserting its rights under other provisions.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect may Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.6 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- (B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided by the Customer.
- (C) Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- (D) Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with the service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- (E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
 - (1) the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (2) the reception of signals by Customer-provided equipment; or
 - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction or facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- (A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- (B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- (C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- (D) in a quantity greater than that which the company would normally construct;
- (E) on an expedited basis;
- (F) on a temporary basis until permanent facilities are available;
- (G) involving abnormal costs; or
- (H) in advance of its normal construction.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.1 Undertaking of the Company, (Cont'd.)

2.1.9 Ownership of Facilities

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

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Arizona Commission's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers, which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this tariff will apply.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer

2.3.1 General (cont'd.)

- (E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- (F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in an Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- (G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- (H) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.3 Obligations of the Customer (Cont'd.)

2.3.2 Liability of the Customer

- (A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- (B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other 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.
- (C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this 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 to 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.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designated primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

2.4.2 Station Equipment

- (A) Terminal equipment of the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.
- (B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.3 Interconnection of Facilities

- (A) Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Commission to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- (B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- (C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- (D) Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.4 Customer Equipment and Channels (Cont'd.)

2.4.4 Inspections

- (A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- (B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.
- (C) If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

Reserved for future use.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.5 Customer Deposits and Advance Payments (Cont'd.)

2.5.2 Deposits

Reserved for future use.

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SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements

2.6.1 Payment for Services

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Arizona gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Arizona Administrative Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Arizona, or both, and are charged to a subscriber's telephone number or account in Arizona.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- (A) Non-recurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- (B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.
- (C) When service does not begin on the first day of the month, or end of the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.2 Billing and Collection of Charges (Cont'd.)

- (D) Billing of the Customer by the Company will begin on the Service Commencement Date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- (E) If any portion of the payment is not received by the Company within 30 days of receipt of this bill, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- (F) the Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007
- (G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in Section 8.6.2.

SECTION 2.0 - RULES AND REGULATIONS (CONT'D)

2.6 Payment Arrangements (Cont'd.)

2.6.3 Discontinuance of Service for Cause

The Company may discontinue service for the following reasons provided in this Section 2.6.3. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

- (A) Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability. No basic residential service shall be disconnected for nonpayment until at least 29 days from the date of the bill and only following proper written notification.
- (B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, discontinue or suspend service without incurring any liability if such violation continues during that period.
- (C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- (D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- (E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.3 Discontinuance of Service for Cause

- (F) Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- (G) Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.
- (H) Without notice in the event of tampering with the equipment or services furnished by the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.4 Notice to Company for Cancellation of Service

Customers desiring to terminate service shall provide the Company thirty (30) days notice of desire to terminate service. If special construction is involved, the required notice shall be written.

2.6.5 Cancellation of Application for Service

- (A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- (B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- (C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- (D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.6 Payment Arrangements, (Continued)

2.6.6 Changes in Services Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

2.6.7 Bad Check Charge

A service charge of \$20.00 will be assessed for all checks returned by a bank or other financial institution for: Insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

2.7 Allowances for Interruptions in Service

2.7.1 General

- (A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- (B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.1 General (Continued)

- (C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- (D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

2.7.2 Limitations of Allowances

No credit allowance will be made for any interruption in service:

- (A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- (B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- (C) Due to circumstances or causes beyond the reasonable control of the Company;
- (D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruptions in Service, (Continued)

2.7.2 Limitations of Allowances

- (E) A service will not be deemed to be interrupted if a Customer continues voluntarily make use of the service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- (F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- (H) That was not reported to the Company within thirty (30) days of the date that service was affected.

2.7.3 Use of Another Means of Communications

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

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service

- (A) Credits for interruptions in service that is provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.
- (B) For calculating credit allowances, every month is considered to have thirty (30) days.
- (C) A credit allowance will be given for interruption of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.4 Application of Credits for Interruptions in Service, (Continued)

(D) Interruptions of 24 Hours or Less

Length of Interruption	Amount of Service to be Credited
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

(E) Interruptions Over 24 Hours and Less Than 72 Hours

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

(F) Interruptions Over 72 Hours

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

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.7 Allowances for Interruption in Service, (Continued)

2.7.5 Limitations on Allowances

No credit allowance will be made for:

- (A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- (B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- (C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and
- (G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

2.7.6 Cancellation For Service Interruption

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen(16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.8 Cancellation of Service/Termination Liability

If a Customer cancels a service order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Company breaches the terms in the service contract, Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

2.8.1 Termination Liability

Customer's termination liability for cancellation of service shall be equal to:

- (A) all unpaid non-recurring charges reasonably expended by Company to establish service to Customer, plus;
- (B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
- (C) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the *Wall Street Journal* on the third business day following the date of cancellation;
- (D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.9 Reserved for Future Use

2.10 Use of Customer's Service by Others

2.10.1 Resale and Sharing

There are no prohibitions or limitations on the resale of services. Prices for services appear in the price sheet attached to this tariff. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Commission regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

2.10.2 Joint Use Arrangements

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

2.11 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

SECTION 2.0 - RULES AND REGULATIONS, (CONTINUED)

2.12 Notices and Communications

- 2.12.2 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 Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.12.3 The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.12.4 Except as otherwise stated in this tariff, 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 placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.12.5 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.

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

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

3.2 Rate Classes

Charges for local services provided by the Company may be based, in part, on the Rate Class associated with the Customers End Office. The Rate Class is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Arizona Commission reclassifies an exchange from one Rate Class to another, the reclassification will also apply to customers who purchase services under this tariff. Local calling areas and Rate Class assignments are equivalent to those areas and classes specified in Qwest Communications' Arizona General Subscriber Service Tariff (GSST).

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

Non-recurring charges apply to processing Service Orders for new service, for changes in service, and for changes in the Customer's primary interexchange carrier (PIC) code.

	<u>Business</u>
Line Connection Charge	
First Line	\$56.00
Each Additional Line	\$56.00
Line Change Charge	
First Line	\$27.50
Each Additional Line	\$27.50

4.2 Maintenance Visit Charges

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for installing new service, effecting changes in service or resolving troubles reported by the Customer when the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer premises and end when work is completed. The rates for Maintenance of Service vary by time per Customer request.

<u>Duration of time, per technician</u>	<u>Business</u>
Initial 15 minute increment	\$60.00
Each Additional 15 minute increment	\$25.00

4.3 Restoration of Service

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Business</u>
Per occasion	\$45.00

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS

5.1 General

5.1.1 Services Offered

The following Network Services are available to residence/business Customers and for resale by other carriers certificated by the Arizona Commission:

Standard Residence Line Service
Standard Business Line Service
PBX Trunk Service
Direct Inward Dial (DID) Service
Optional Calling Features

The following services are available to residence/business Customers and are not offered on a resale basis as of the effective date of this page.

Listing Services (including Non Published and Non Listed Services)
Directory Assistance
Miscellaneous Services (including Vanity Numbers and Number Portability)

5.1.2 Application of Rates and Charges

All services offered in this tariff are subject to service order and change charges where the Customer requests new services or changes in existing services, as well as indicated Non-Recurring and Monthly Recurring Charges. Charges for local calling services may be assessed on a measured rate basis and are additional to monthly recurring charges shown for Business or Residence lines, PBX Trunks, DID Trunks and Digital/DS1 service.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS, (CONT'D)

5.1 General (Continued)

5.1.3 Emergency Services Calling Plan

Access (at no additional charge) to the local operator or emergency services bureau by dialing 0- or 9-1-1 is offered at no charge to the Customer.

Message toll telephone calls, to governmental emergency service agencies as set forth in (A) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (B) following are offered at no charge to Customers:

Governmental fire fighting, Arizona State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.

An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency services agency in order to seek assistance for such an emergency.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.2 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.2.1 Calls are measured in durational increments identified for each service. All calls, which are fractions of a measurement increment, are rounded-up to the next whole unit.
- 5.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.2.5 All times refer to local time.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.3 Distance Calculations

Where charges for a service are specified based upon distance, the following rules apply:

5.3.1 Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is not telephone number associated with an access line on the Company's network (such as a dedicated 800 or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

5.3.2 The airline distance between any two rate centers is determined as follows:

Step 1: Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.

Step 2: Computer the difference between he "V" coordinate of the two rate centers; and the difference between the two "H" coordinates.

Step 3: Square each difference obtained in step (b) above.

Step 4: Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.

Step 5: Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.

Step 6: Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

5.3.3 The formula for distance calculations is:

$$(V_1 - V_2)^2 + (H_1 - H_2)^2$$

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SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.4 Rate Periods for Time of Day Sensitive Services

5.4.1 For time of day, usage sensitive services, the following rate periods apply unless otherwise specified in this tariff.

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*							
5:00 PM TO 11:00 PM*							
11:00 PM TO 8:00 AM*							

DAYTIME RATE PERIOD

EVENING RATE PERIOD

EVE

NIGHT/WEEKEND RATE PERIOD

*Up to but not including.

5.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

5.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.5 Standard Residence Line

A Standard Residence Line provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Residence Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.6 Standard Business Line

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. An optional per line Hunting feature is available for multi-line Customers which routes a call to an idle station line in a prearranged group when the called station line is busy.

5.7 PBX Trunk Service

Basic PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Basic PBX Trunk is provided with touch-tone signaling and may be configured into a hunt group at no additional charge with other Company-provided Basic PBX Trunks. The signal is an analog signal at the DS0 level.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.8 Reserved for Future Use

5.9 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are routed directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.10 Reserved for Future Use

5.11 Optional Calling Features

The features listed in Section 5.11.1 are offered by the Company to Residential and Business Customers. Refer to Price Lists in Sections 6 and 7 of this tariff for specific features offered with each type of local exchange service.

5.11.1 Features Descriptions

- (A) **Flexible Call Forwarding:** Provides end-user control for call forwarding capabilities via dial-accessed voice prompt menus. Customers may forward calls to a primary local or long distance. The end-user may specify a secondary location for routing of go unanswered at the forward-to location or reach a busy signal. This secondary location may be another telephone number, pager or voice messaging service. Other capabilities included with this feature include:

Speed Forwarding;
Priority Screening;
Ring Control; and
Timed Forwarding.

It is the responsibility of the Customer to subscribe to the telephone number, pager or voice messaging service used as the secondary location.

- (B) **Flexible Call Forwarding with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (C) **Flexible Call Forwarding Plus:** Provides all of the functionality of Enhanced Call Forwarding. Also includes an additional telephone number with directory listing and distinctive ringing for calls placed to the additional number. Enhanced Call Forwarding Plus allows parties to reach the end-user's location when FCF is active and all calls to the end-users main telephone number would normally forward. Calls to the additional number do not forward even when Enhanced Call Forwarding is active.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (D) **Flexible Call Forwarding Plus with Audio Calling Name:** Provides all of the functionality of Enhanced Call Forwarding Plus including the additional telephone number with listing and distinctive ringing. Also permits the end-user to receive the Directory Name of the party's whose call was forwarded to primary number. In some situations, the end-user may hear the calling party's city and state or telephone number, depending on available call data.
- (E) **Call Forwarding Variable:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code from his/her exchange line along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature.
- (F) **Call Forwarding Variable, Remote Access:** Permits the end-user to automatically forward (transfer) all incoming calls to another telephone number, and to restore it to normal operation at their discretion. The end-user must dial an activation code along with the forward-to number in order to turn the feature on. A separate code is dialed by the end-user to deactivate the feature. Feature activation may be performed from the end-user's exchange line or remotely from some other line. Remote access requires the end-user to (1) dial a special access number 2) enter their seven-digit telephone number and 3) enter a personal identification number prior to forwarding their calls.
- (G) **Call Forwarding Don't Answer, Basic:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order.
- (H) **Call Forwarding Don't Answer w/Ring Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The forward-to number is fixed by the service order. However, the end-user has the ability to change the time interval before forwarding occurs at his/her discretion.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (I) **Call Forwarding Don't Answer w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (J) **Call Forwarding Busy Line, Basic:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order.
- (K) **Call Forwarding Busy Line w/Customer Control:** Permits the forwarding of incoming calls when the end-user's line is busy. The forwarded number is fixed by the end-user service order. However, the end-user has the ability to turn the feature on or off at his/her discretion.
- (L) **Call Waiting - Basic:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting end-user to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activate by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (M) **Call Waiting - Deluxe:** Allows the end-user to control the treatment applied to incoming calls while the Customer is off-hook on an existing call. This feature includes the capabilities of Call Waiting Basic plus additional call treatment options. Treatment options offered with Call Waiting Deluxe include:

Answer the waiting call and placing the first party on hold;
Answer the waiting call and disconnecting from the first party;
Direct the waiting caller to hold via a recording
Forward the waiting caller to another location (e.g., voice mailbox or telephone answering service)

Full utilization of Call Waiting Deluxe requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE. The end-user must have Caller ID Basic or Deluxe for display of calling party identification information for waiting calls. The end-user must have a Call Forwarding don't Answer feature active in order to forward a waiting call to another location.

- (N) **Call Waiting - Deluxe with Conferencing:** Provides all of the functionality of Call Waiting Deluxe. Also permits the end-user to conference a waiting call with an existing call (first party) and, if desired, subsequently drop either leg of the conferenced call.
- (O) **Caller ID - Basic:** Permits the end-user to view a Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (P) **Caller ID - Deluxe:** Permits the end-user to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on a specialized CPE not provided by the Company. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary CPE. In some situations, the calling party's city and state may be displayed rather than a Directory Name, depending on available call data.
- (Q) **Anonymous Call Rejection:** Permits the end-user to automatically reject incoming calls when the call originates from a telephone number which has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement then terminated. The feature may be turned on or off by the end-user by dialing the appropriate feature control code. Anonymous Call Rejection is offered as a stand-alone feature or as an add-on to Caller ID Deluxe.
- (R) **Call Block:** Allows the end-user to automatically block incoming calls from up to six end-user pre-selected telephone numbers programmed into the feature's screening list. Callers whose numbers have been blocked will hear a recorded message stating that their call has been blocked. The end-user controls when the feature is active, and can add or remove calling numbers from the feature's screening list.
- (S) **Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will redial the number automatically and continue to check the number every 45 seconds for up to 30 minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (T) **Call Selector:** Allows a Customer to assign a maximum of 15 telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.
- (U) **Call Tracing:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.
- (V) **Calling Number Delivery Blocking:** Prevents the delivery, display and announcement of the end-user's Directory Number and Directory Name on all calls dialed from an exchange service equipped with this option. When active, the end-user's telephone name and number will not appear on the called party's Caller ID CPE or be disclosed in another way. The feature is available on a per call or per line basis. With per call Calling Number Delivery Blocking, it is necessary for the end-user to dial an activation code prior to placing the call. With the per line version of the feature, all calls are placed with the end-user's number blocked. Per line end-users must dial an activation code prior to utilization.
- (W) **Message Waiting Indication:** Provides the end-user with an audible (stutter dial tone) or visual (lamp or other CPE display) indication that messages are waiting to be retrieved. Message Waiting Indication can only be activated/deactivated by a voice mailbox or other voice messaging service provided by the Company or third party. It is the responsibility of the Customer to subscribe to a compatible voice messaging service. Visual Message Waiting Indication requires specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

- (X) **Multiple Directory Number Distinctive Ringing:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern; other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.
- (Y) **Preferred Call Forwarding:** Permits the end-user to automatically forward to another number calls received from up to six end-user pre-selected telephone numbers programmed into the features screening list. The end-user controls when the feature is active, the forward-to-number and can add or remove calling numbers from the feature's screening list.
- (Z) **Repeat Dialing:** Permits the end-user to have calls automatically redialed when the first attempt reaches a busy number. The line is checked every 45 seconds for up to 30 minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated. The following types of calls cannot be reached using Repeat Dialing:

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

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.11 Optional Calling Features, (continued)

5.11.1 Feature Descriptions, (continued)

(AA) **Speed Calling:** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed calling list without assistance from the Company.

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

SECTION 5.0 - NETWORK SERVICES DESCRIPTIONS (CONTINUED)

5.12 Listing Services

For each Customer of Company-provided Exchange Service(s), the Company shall arrange for the listing of the Customer's main billing telephone number in the directory(ies) published by the dominant Local Exchange Carrier in the area at no additional charge. At a Customer's option, the Company will arrange for additional listings for an additional charge.

5.12.1 Non-Published Service

This optional service provides for suppression of printed and recorded directory listings. A Customer's name and number do not appear in printed directories or Directory Assistance Bureau records.

5.12.2 Non-Listed Service

This optional service provides for suppression of printed directory listings only. Parties may still obtain the Customer's number by calling the Directory Assistance Bureau.

5.13 Directory Assistance

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of 2 listings per each call to Directory Assistance.

5.14 Miscellaneous Services

5.14.1 Presubscription Services

This service provides for the Presubscription of local exchange lines provided by the Company to the intraLATA and interLATA long distance carrier(s) selected by the Customer.

5.14.2 Pay Per Call Blocking/Unblocking

This service provides the option of blocking, or subsequent unblocking, all 900 and 976 calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

SECTION 6.0 - RESERVED FOR FUTURE USE

Issued: May 4, 2001
Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
88 Rowland Way
Novato, CA 94945

Effective: June 4, 2001

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST

7.1 General

Services provided in this tariff section are available on a Resale Service basis. Local Resale Services are provided through the use of resold switching and transport facilities obtained from Other Telephone Companies.

The rates, terms and conditions set forth in the section are applicable where the Company provides specified local exchange services to Customers through resale of local exchange services.

All rates set forth in this Section are subject to change and may be changed by the Company pursuant to notice requirements established by the Arizona Commission. The rates, terms and conditions set forth in this Section are applicable as of the effective date hereof.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Business Local Exchange Service

Standard Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel, which can be used to place or receive one call at a time. Standard Business Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other station equipment. An optional per line Hunting feature is available for multi-line Customers which routes a call to the next idle line in a prearranged group when the called line is busy.

Local exchange service lines and trunks are provided on a single party (individual) basis only. No multi-party lines are provided. Service is available on a flat rate, measured rate or message rate basis depending on the service plan selected by the Customer. Not all service plans will be available in all areas.

Recurring charges for Standard Business Local Exchange Service are billed monthly in advance. Usage charges, if applicable are billed in arrears. Usage charges may apply for calls placed from the Customer's line. No usage charges will apply to calls received by the Customer. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Business Local Exchange Service, (Continued)

7.2.1 Monthly Recurring Charges

The following charges apply to Standard Business Local Exchange Service lines per month. Rates and charges include Touchtone Service for each line. The rates and charges below apply to service provided on a month-to-month basis.

RATE CLASS	Non-Recurring Charge	SERVICE TYPE	
		Flat Rate	Measured Rate
One MB Individual Line	\$56.00	\$17.68	\$15.35
One MB Multiline Key	\$56.00	\$17.68	\$15.35
RATE CLASS	Non-Recurring Charge	Monthly Charge	
Centrex Small Business - Flat Rate Service (Maximum 50 lines)	\$56.00	\$46.95	

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.2 Standard Business Local Exchange Service, (Continued)

7.2.3 Usage Sensitive Charges and Allowances

(A) Flat Rate Service

No measured or message charges apply to calls placed or received from Flat Rate service lines. Customers receive unlimited calling within their local calling area.

(B) Measured Service

Customers subscribing to Measured Service will receive a monthly usage allowance of zero (0) outgoing calls. This allowance is applied to local calls placed from the Customer's line. Local usage in excess of the allowance will be billed in arrears. Local usage is billed on a per call basis.

	DAY	DAY	EVENING	EVENING	NIGHT	NIGHT
Mileage Band	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.	1 st Min.	Add'l Min.
Band A (Intra-wire)	\$0.02	\$0.02	\$0.013	\$0.013	\$0.008	\$0.008
Band B (0-25)	\$0.04	\$0.04	\$0.026	\$0.026	\$0.016	\$0.016
Band C (25+)	\$0.07	\$0.07	\$0.0455	\$0.0455	\$0.028	\$0.028

(C) Arizona Universal Service Surcharge

Customers subscribing to Local Exchange Service will pay an Arizona Universal Service Surcharge per local exchange access line per month.

Per line, per month \$0.02

(D) Hunting (a/k/a Rotary or Grouping)

The following charges apply to Business Local Exchange lines equipped with Hunting.

Non-recurring charge \$13.00
Recurring charge \$3.00 per line

7.3 Reserved for future use

7.4 Reserved for future use

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.5 Business PBX Trunk Service

PBX Trunk service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place one call at a time. Trunks are provided for connection of Customer-provided private branch exchanges (PBX) or other station equipment to the public switched telecommunications network.

PBX Trunks are available to Business Customers as Inward, Outward or Two-Way combination trunks where services and facilities permit.

Each PBX Trunk is provided with Touchtone signaling at no additional charge. An optional per trunk Hunting feature is available for Customers which routes a call to the next idle trunk in a prearranged group (see Section 7.2).

PBX Trunks may also be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges (see Section 7.6).

7.5.1 Digital PBX Trunk Service (2 way, 4 wire)

Non-recurring charge	\$66.00 per trunk
Monthly recurring charge	\$77.51 per month, per trunk

7.5.2 Digital PBX Trunk Service (2 way, 2 wire)

Non-recurring charge	\$56.00 per trunk
Monthly recurring charge	\$38.20 per month, per trunk

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.6 Direct Inward Dialing (DID) Service

Direct Inward Dialing ("DID") permits calls incoming to a PBX system or other Customer Premises Equipment to be routed to a specific station without the assistance of an attendant. DID calls are route directly to the station associated with the called number. DID service as offered by the Company provides the necessary trunks, telephone numbers, and out-pulsing of digits to enable DID service at a Customer's location. DID service requires special PBX software and hardware not provided by the Company. Such hardware and software is the responsibility of the Customer.

The following charges apply to Customers subscribing to DID service provided by the Company. These charges are in addition to recurring and non-recurring charges for PBX Trunks as shown in Section 7.5 of this tariff. The Customer will be charged for the number of DID numbers utilized out of the available 20 numbers.

	Installation Charge	Monthly Recurring
Establish Trunk Group and Provide 20 DID Numbers	\$84.00	\$53.00
Each Additional DID Number	\$5.00	\$1.50
DID Trunk Termination: Per Trunk	\$57.00	\$45.00
Dual Tone Multifrequency Pulsing Option, Per Trunk	N/A	\$TBD
Automatic Intercept Service, Per Number Referred	\$TBD	N/A

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.7 Reserved For Future Use

7.8 Optional Calling Features

The features in this section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability. Certain features may not be available with all classes of service. Transmission levels for calls forwarded or calls placed or received using optional calling features may not be acceptable for all some uses in some cases.

7.8.1 Features Offered on a Usage Sensitive Basis

The following features are available to all local exchange Business line Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed the Per Feature Activation Charge shown in the following table each time a feature is used by the Customer. Customers may subscribe to these features on a monthly basis at their option to obtain unlimited use of these features for a fixed monthly charge.

Optional Calling Features	Business
Three-Way Calling	\$0.75
Call Return	\$0.75
Repeat Dialing	\$0.75
Calling Trace, Per Call	\$2.00

Denial of per call activation for Three-Way Calling, Call Return and Repeat Dialing from any line or trunk is available to Customers upon request at no additional charge.

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

7.8.2 Features Offered on a Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Optional Calling Feature	Non-Recurring Charge	Business Recurring Charge
Speed Calling - 8 Number	\$13.00	\$3.00
Speed Calling - 30 Number	\$13.00	\$4.50
Call Forwarding Variable	\$13.00	\$4.80
Call Forwarding - Busy Line (External)	\$13.00	\$3.00
Call Forwarding - Busy Line (Expanded)	\$13.00	\$3.00
Call Forwarding - Busy Line (Overflow)	\$13.00	\$8.00
Call Forwarding - Busy Line (Programmable)	\$13.00	\$8.00
Call Forwarding - Don't Answer	\$13.00	\$4.00
Call Forwarding - Don't Answer (Expanded)	\$13.00	\$4.00
Call Forwarding - Don't Answer (Programmable)	\$13.00	\$4.50
Call Forwarding - Busy Line Ext. / Don't Answer	\$13.00	\$5.50
Call Forwarding - Busy Line Exp. / Don't Answer	\$13.00	\$5.50
Call Forwarding - Busy Line Over./Don't Answer	\$13.00	\$11.50
Three Way Calling	\$13.00	\$4.00
Call Manager Connection (CMC)	\$13.00	\$19.95
CMC with Call Waiting	\$13.00	\$19.95
CMC with Qwest Receptionist	\$13.00	\$19.95
Call Rejection	\$13.00	\$4.50
Call Waiting	\$13.00	\$7.50
Abbreviated Access - One Digit (Shared List)	\$13.00	\$0.50
Abbreviated Access - Two Digits (Shared List)	\$13.00	\$0.50
Abbreviated Access - One Digit - Shared List	\$13.00	\$20.00
Abbreviated Access - Two Digits - Shared List	\$13.00	\$30.00
Caller ID - Number	\$13.00	\$7.50
Caller ID - Name & Number	\$13.00	\$7.95
Caller ID - With Privacy +	\$13.00	\$10.95
Call Transfer	\$13.00	\$6.00

SECTION 7.0 - LOCAL RESALE SERVICES PRICE LIST (CONTINUED)

7.8 Optional Calling Features, (Continued)

Optional Calling Feature	Non-Recurring Charge	Business Recurring Charge
Selective Call Forwarding	\$13.00	\$3.50
Continuous Redial	\$13.00	\$3.50
Dial Call Waiting	\$13.00	\$2.15
Directed Call Pickup	\$13.00	\$1.00
Directed Call Pickup w/ Barge In	\$13.00	\$1.00
Distinctive Alert	\$13.00	\$1.00
Hot Line	\$13.00	\$2.00
Warm Line	\$13.00	\$2.50
Last Call Return	\$13.00	\$3.00
Priority Call	\$13.00	\$3.50
Remote Call Forwarding	\$13.00	\$7.75
Scheduled Forwarding	\$13.00	\$8.75
Receptionist w/ Number only	\$13.00	\$15.00
Receptionist w/ Name & Number	\$13.00	\$15.45
Receptionist w/ Caller ID w/ Privacy +	\$13.00	\$18.45
Do Not Disturb	\$13.00	\$3.95
Dial Lock	\$13.00	\$3.95
Wireless Extension	\$13.00	\$4.95
Custom Ringing - First Number	\$13.00	\$7.45
Custom Ringing - Second Number	\$13.00	\$5.25
Custom Ringing - Third Number	\$13.00	\$5.25
Special Call Acceptance	\$13.00	\$1.00
Vanity Telephone Number	\$250.00	\$10.00
Optional Feature Packages	Non-Recurring Charge	Recurring Charge
One MB Feature Package 1 - Call Waiting, Call Forwarding Variable, Three Way Calling, Caller ID Name & Number, Continuous Redial, Priority Ring and Call Waiting	\$13.00	\$19.95
One MB Feature Package 2 - Call Waiting, Call Forwarding Variable and Three Way Calling	\$13.00	\$13.00
One MB Feature Package 3 - Call Waiting, Call Forwarding Variable, Speed Calling - 8 Number and Three Way Calling	\$13.00	\$13.00

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Issued by:

Dick van Aggelen, Regulatory Manager
QuantumShift Communications, Inc.
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SECTION 8.0 - DIRECTORY ASSISTANCE & LISTING SERVICES

8.1 Directory Assistance Services

8.1.1 Directory Assistance

A Directory Assistance charge applies per local directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number. No charge applies for the first call per month per residence line.

Each Local Directory Assistance Call	\$0.60
Charged to a Calling Card or Credit Card	\$1.50

8.1.2 National Directory Assistance

A Directory Assistance charge applies per national directory assistance call. The Customer may make two (2) requests for a telephone number per call. The Directory Assistance Charge applies regardless of whether the Directory Assistance operator is able to supply the requested number.

Each National Directory Assistance Call	\$0.85
---	--------

8.1.3 Directory Listings

	<u>Non-Recurring Charge</u>	<u>Recurring Charge</u>
Initial Directory Listing	\$0.00	\$0.00
Additional Listing(s)	\$22.00	\$3.00
Non-Published Listing	\$22.00	\$1.80
Nonlisted	\$22.00	\$1.45

SECTION 9.0 - ADVANCED SERVICES

9.1 ISDN Service

ISDN BRI and PRI Services and Features	Non-Recurring Charge	Recurring Charge
ISDN BRI - Flat Rate Service	\$110.00	\$69.00
ISDN BRI - Additional Call Appearances	\$10.00	\$1.00
ISDN BRI - Additional Primary Directory Numbers	\$10.00	\$12.00
ISDN BRI - Additional Secondary Directory Numbers	\$10.00	\$1.00
ISDN BRI - Additional Shared Call Appearances	\$10.00	\$1.00
ISDN BRI - Additional Logical Channels	\$10.00	\$0.00
ISDN BRI - Call Forwarding - Busy Line	\$10.00	\$0.00
ISDN BRI - Call Forwarding - Don't Answer	\$10.00	\$0.00
ISDN BRI - Call Forwarding - Variable	\$10.00	\$0.00
ISDN BRI - Call Pickup	\$10.00	\$0.00
ISDN BRI - Caller ID	\$10.00	\$0.00
ISDN BRI - Calling Name ID	\$10.00	\$2.50
ISDN BRI - Call Rejection	\$10.00	\$3.50
ISDN BRI - Continuous Redial	\$10.00	\$2.50
ISDN BRI - Last Call Return	\$10.00	\$2.00
ISDN BRI - Priority Call	\$10.00	\$2.00
ISDN BRI - Selective Call Forwarding	\$10.00	\$2.50
ISDN BRI - Six Way Conference	\$10.00	\$1.00
ISDN BRI - Speed Calling - 8 code capacity	\$10.00	\$1.00
ISDN PRI	\$3125.00	\$1860.00
ISDN PRI - ANI Delivery	\$175.00	\$20.00
ISDN PRI - Circuit Switched Data Connection 23B only	\$1265.00	\$583.00
ISDN PRI - Circuit Switched Data Connection 24B only	\$1340.00	\$608.00

9.2 DS-1 Service

DS-1 Services and Features	Non-Recurring Charge	Recurring Charge
DS-1 Facility and Equipment	\$900.00	\$150.00
DS-1 - Inbound only with DID service	\$39.00/channel	\$57.75
DS-1 - Outbound only with Answer Supervision	\$39.00/channel	\$57.75
DS-1 - Inbound/Outbound with DID and Ans. Supervision	\$39.00/channel	\$57.75
DS-1 - Inbound/Outbound Data	\$39.00/channel	\$57.75

SECTION 10.0 - RESERVED FOR FUTURE USE

10.1 Reserved For Future Use

SECTION 11.0 - MISCELLANEOUS SERVICES

11.1 Carrier Presubscription

11.1.1 General

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier which the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls, Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

11.1.2 Presubscription Options - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

- Option A:** Customer select the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.
- Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.
- Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.
- Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription.
- Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customer's primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.
- Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.3 Rules and Regulations

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 11.4.5 below:

11.1.4 Presubscription Procedures

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90-day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate an intraLATA or interLATA presubscription change at any time, subject to the charges specified in 11.4.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

SECTION 11.0 - MISCELLANEOUS SERVICES (CONTINUED)

11.1 Carrier Presubscription, (Continued)

11.1.5 Presubscription Charges

(A) Application of Charges

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 11.4.4 above, for any change thereafter, a Presubscription Change Charge, as set forth below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

(B) Nonrecurring Charges

Per business line, trunk, or port

Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

SECTION 12.0 - EXCHANGE AREAS

12.1 Exchange Areas

EXCHANGE

Agua Fria
Bisbee
Cameron
Cave Creek
Circle City
Cottonwood
Eloy
Fort McDowell
Globe
Hayden
Joseph City
Marana
Miami
Nogales
Paradise Valley
Phoenix
Robles
San Manuel
Sierra Vista
Tombstone
Vail
Wickenburg
Winslow

EXCHANGE

Ash Fork
Black Canyon
Camp Verde
Chandler
Coolidge
Deer Valley
Flagstaff
Gila Bend
Grand Canyon
Higley
Kanab
Maricopa
Munds Park
North Phoenix
Patagonia
Pima
Safford
Scottsdale
Superior
Tubac
Wellton
Willcox
Yarnell

EXCHANGE

Benson
Buckeye
Casa Grande
Chino Valley
Coronado
Douglas
Florence
Glendale
Green Valley
Humboldt
Litchfield Park
Mesa - Tempe
New River
Page
Payson
Prescott
San Carlos
Sedona
Superstition
Tucson
Whitlow
Williams
Yuma

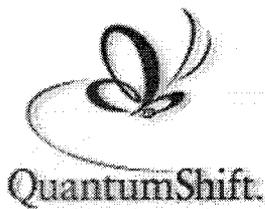
SECTION 13.0 - PROMOTIONAL OFFERINGS

13.1 Special Promotions

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges) designed to attract new subscribers or to increase subscriber awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Carrier's tariff as an addendum to the Carrier's price lists.

13.2 Contract Rates / Individual Case Basis (ICB) Arrangements

In lieu of the rates otherwise set forth in this tariff, rates and charges, including minimum usage, installation, special construction and recurring charges for Carrier's services may be established at negotiated rates on an individual case basis (ICB). ICB rates, terms and conditions will be set forth in individual Customer contracts. However, unless otherwise specified, the terms, conditions, obligations and regulation set forth in this tariff shall be incorporated into, and be part of, said contract, and shall be binding on Carrier and Customer. Specialized rates or charges will be made available to similarly situated customers on a non-discriminatory basis.

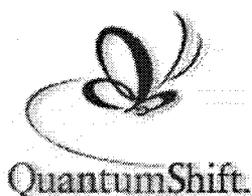


QUANTUMSHIFT, INC. AND SUBSIDIARIES

Consolidated Balance Sheet
(Unaudited)

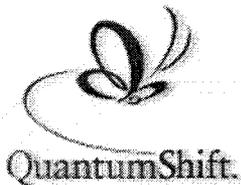
	<u>December 31, 2001</u>
Assets	
Current assets:	
Cash and cash equivalents	\$ 14,341,494
Receivables, net of allowances of \$533,944	6,191,116
Notes receivable	2,150,000
Prepaid expenses and other current assets	1,119,676
Total current assets	<u>23,802,286</u>
Property and equipment, net	6,656,867
Restricted cash	2,594,504
Other assets	314,923
Total assets	<u>\$ 33,368,580</u>
Liabilities and Stockholders' Equity	
Current liabilities:	
Accounts payable	\$ 4,962,186
Accrued liabilities	3,961,581
Current portion of notes payable	271,367
Current portion of capital lease obligations	745,177
Total current liabilities	<u>9,940,311</u>
Deferred revenue	5,120,752
Notes payable	32,734,375
Capital lease obligations	771,262
Total liabilities	<u>48,566,700</u>
Stockholders' equity:	
Common stock, \$.001 par value; 135,000,000 shares authorized; 23,782,710 shares issued and outstanding	23,783
Preferred stock, Series A, \$.001 par value; 30,000,000 shares authorized; 19,483,707 shares issued and outstanding	19,484
Preferred stock, Series B, \$.001 par value; 24,204,131 shares authorized; 23,700,006 shares issued and outstanding	23,700
Preferred stock, Series C, \$.001 par value; 26,500,000 shares authorized; 23,955,519 shares issued and outstanding	23,956
Additional paid-in capital	102,447,476
Unearned stock compensation	(493,902)
Notes receivable from stockholders	(3,327,738)
Accumulated other comprehensive loss	(80)
Retained deficit	(113,914,799)
Total stockholders' equity	<u>(15,198,120)</u>
	<u>\$ 33,368,580</u>





QUANTUMSHIFT, INC. AND SUBSIDIARIES
Consolidated Statement of Operations
For the Periods Ending December 31, 2001
(Unaudited)

	<u>December</u>	<u>Q4</u>	<u>YTD</u>
REVENUE:			
License/subscription	\$ 604,696	\$ 1,781,329	\$ 6,154,682
Professional services	156,250	402,787	2,016,306
Communication services	1,581,727	4,960,511	16,908,449
Bill consolidation	6,143	25,206	302,781
TOTAL REVENUE	2,348,816	7,169,833	25,382,218
COST OF REVENUE:			
Professional services	108,112	193,483	586,064
Communication services	1,272,271	3,753,509	12,971,950
TOTAL COST OF REVENUE	1,380,383	3,946,992	13,558,014
Gross Margin	968,433	3,222,841	11,824,204
Gross Margin %	41.23%	44.95%	46.58%
OPERATING EXPENSES:			
Research and development	1,754,376	3,137,586	13,730,835
Sales and marketing	1,414,864	4,433,881	23,312,616
Operations	751,390	2,354,088	8,648,622
General and administrative	586,298	2,114,603	9,678,785
Stock Compensation	47,520	142,560	809,184
TOTAL OPERATING EXPENSES	4,554,448	12,182,718	56,180,042
OPERATING LOSS	(3,586,015)	(8,959,877)	(44,355,838)
OTHER INCOME (EXPENSE), NET	(275,461)	(651,030)	(355,895)
NET LOSS BEFORE TAXES	(3,861,476)	(9,610,907)	(44,711,733)
Tax expenses	2,000	6,000	22,050
NET LOSS	\$ (3,863,476)	\$ (9,616,907)	\$ (44,733,783)



QUANTUMSHIFT, INC. AND SUBSIDIARIES
Consolidated Statement of Cash Flows
For the Periods Ending December 31, 2001
(Unaudited)

	December	Y-T-D
<u>Cash flows from operating activities:</u>		
Net Loss	\$ (3,863,476)	\$ (44,733,783)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	1,597,667	7,916,739
Loss on disposal of property and equipment	79,034	81,302
Gain on short-term investment	(80)	(36,766)
Stock based compensation	47,520	809,184
Changes in operating assets and liabilities:		
Receivables	(552,176)	69,344
Prepaid expenses and other current assets	48,611	(112,009)
Other assets	27,056	(60,404)
Accounts payable	343,761	753,825
Accrued liabilities	(203,876)	(550,703)
Deferred revenue	15,248	2,466,824
Net cash used in operating activities	(2,460,711)	(33,396,447)
 <u>Cash flows from investing activities:</u>		
Proceeds from maturities and sales of short-term investments	-	18,794,358
Proceeds from disposal of property and equipment	61,600	64,750
Purchases of property and equipment	(250,272)	(2,813,582)
Notes receivable	-	(35,000)
Restricted cash	-	526,800
Acquisition, net cash acquired	-	660
Net cash provided by (used in) investing activities	(188,672)	16,537,986
 <u>Cash flows from financing activities:</u>		
Proceeds from notes payable	-	33,520,714
Repurchase of options, net	(10,353)	(19,684)
Repayment of capital leases	(70,129)	(1,025,145)
Repayment of notes payable	(17,729)	(1,304,275)
Proceeds from repayment of notes from stockholders	-	28,345
Net cash provided by (used in) financing activities	(98,211)	31,199,955
Net increase (decrease) in cash and cash equivalents	(2,747,595)	14,341,494
Cash and cash equivalents, beginning of period	17,089,088	-
Cash and cash equivalents, end of period	\$ 14,341,494	\$ 14,341,494
 NON - CASH ACTIVITIES		
Supplemental disclosures of cash flow information:		
Non-cash investing and financing activities:		
Fair value of assets acquired		\$ 4,278,221
Less: Liabilities assumed		1,103,009
Issuance of common stock		3,175,871
Acquisition, net cash acquired		\$ 660

FILE COPY

MEMORANDUM RECEIVED

LEGAL

2001 DEC 24 A 11: 18

TO: Docket Control
FROM: Ernest G. Johnson ^{EGJ}
Director
Utilities Division

AZ CORP COMMISSION RECEIVED
DOCUMENT CONTROL

DEC 24 2001

LEGAL DIV.
ARIZ. CORPORATION COMMISSION

DATE: December 24, 2001

RE: STAFF REPORT FOR MVX COMMUNICATIONS, LLC'S APPLICATION TO TRANSFER ITS CERTIFICATE OF CONVENIENCE AND NECESSITY TO MVX.COM COMMUNICATIONS, INC. (DOCKET NO. T-03793A-99-0608)

Attached is the Staff Report for MVX Communications, LLC's application for approval to transfer its Certificate of Convenience and Necessity to MVX.Com Communications, Inc. Staff recommends approval. Staff further recommends that a hearing should be held in this matter.

EGJ:LAJ:nms

Originator: Linda A. Jaress

Attachment: Original and Ten Copies



Service List for: MVX Communications, LLC
Docket No. T-03793A-99-0608

ALL SERVICE LISTS SHOULD INCLUDE THE FOLLOWING:

Lance J. M. Steinhart
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Christopher C. Kempley
Chief, Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Ernest G. Johnson
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Lyn Farmer
Chief, Hearing Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

**STAFF REPORT
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION**

MVX COMMUNICATIONS, LLC

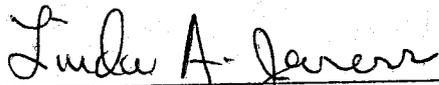
DOCKET NO. T-03793A-99-0608

**APPLICATION FOR APPROVAL
TO TRANSFER ITS CC&N TO
MVX.COM COMMUNICATIONS, INC.**

DECEMBER, 2001

STAFF ACKNOWLEDGMENT

The Staff Report for MVX Communications, LLC, Docket No. T-03793A-99-0608 was the responsibility of Linda A. Jaress.

A handwritten signature in cursive script that reads "Linda A. Jaress". The signature is written in black ink and is positioned above a horizontal line.

Linda A. Jaress
Executive Consultant III

**EXECUTIVE SUMMARY
MVX COMMUNICATIONS, LLC
DOCKET NO. T-03793A-99-0608**

MVX Communication, LLC requests approval to transfer its Certificate of Convenience and Necessity to provide intrastate toll service to MVX.Com Communications, Inc., an affiliate who holds a Certificate of Convenience and Necessity to provide local telecommunications service. The combined companies provide service to 18 customers in Arizona. The two companies merged on May 5, 1999 and the merged company changed its name to QuantumShift Communications, Inc.

Staff recommends retroactive approval of the merger and approval of the transfer of the Certificate of Convenience and Necessity. Due to the large net loss experienced by the combined company, Staff also recommends that QuantumShift Communications, Inc. be ordered to establish an escrow account or post a bond sufficient to equal sixty days of revenue from Arizona customers. Staff recommends that the Commission find that if QuantumShift Communications, Inc. does not comply with R14-2-1107 when discontinuing local service, the account or bond will be forfeited.

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Introduction

On October 26, 1999, MVX Communications, LLC ("MVX LLC") filed a letter requesting that the Arizona Corporation Commission ("Commission") transfer its Certificate of Convenience and Necessity ("CC&N") to MVX.Com Communications, Inc ("MVX.Com"). On June 4, 2001, MVX.Com received Commission approval to change its name to QuantumShift Communications, Inc. ("QuantumShift").

MVX LLC received a CC&N to provide competitive intrastate toll service in Decision No. 61989, dated October 8, 1999. On June 9, 2000, in Decision No. 62640, MVX.Com received a CC&N to provide competitive local exchange resold telecommunications services.

The letter requesting the CC&N transfer also indicated that the two companies had merged pursuant to an Agreement of Merger effective May 5, 1999.

Customer Complaints

The Commission's Consumer Services database indicates there were no complaints regarding MVX.Com, MVX LLC or QuantumShift in the past year.

Purpose of the Transfer

The purpose of the transfer was to effect an organizational change whereby the two affiliated companies would combine operations resulting in one company holding a CC&N to provide both local service and intrastate toll service.

A.R.S. Section 40-285

A.R.S. Section 40-285 requires Arizona public service corporations to receive Commission approval to consummate a merger with another Arizona public service corporation. MVX LLC and MVX.Com did not seek Commission approval before their merger, although both were Arizona public service corporations at the time of the merger. Because there are no complaints on file against these companies and it appears that no harm was caused to Arizona customers by the merger, Staff recommends the Commission approve the merger retroactively.

QuantumShift

QuantumShift, the privately-held surviving company, provides various voice, data and wireless telecommunications services across the United States. It also provides consulting services to businesses relating to the management of telecommunications technology, service and billing with the goal of reducing the client's telecommunications expenses.

QuantumShift's December 31, 2000 financial statements reflect a net loss for the year of \$33.8 million on revenues of \$9.3 million. In a press release issued on December 5, 2001, the company indicated it recently raised over \$32.0 million in funding in its third round of institutional funding. The press release also said that "With the revenue growth so far in 2001, QuantumShift is on schedule to reach cash flow profitability in the second half of 2002".

QuantumShift currently provides local exchange and interexchange service to eighteen customers in Arizona.

Decision Nos. 61989 and 62640

Decision Nos. 61989 and 62640 granted MVX LLC and MVX.Com their CC&Ns to provide long distance service and local service, respectively. Decision No. 61989 required MVX LLC to file information with the Commission that demonstrates financial viability or establish an escrow account before it is authorized to charge its intrastate toll customers any prepayments, advances or deposits. Decision No. 62640 contains similar language regarding prepayments, advances or deposits for MVX.Com. According to a company representative, QuantumShift has not collected, nor does it plan to collect any deposits from Arizona customers.

Conclusions and Recommendations

Because the merged company has the combined experience of its predecessors providing telecommunications services and the Commission has not received any complaints regarding the companies at issue, Staff recommends approval of the transfer of the CC&N and retroactive approval of the merger.

However, Staff is concerned about QuantumShift's financial health as indicated by its net loss for year 2000. Therefore, to motivate QuantumShift to provide a reasonable opportunity for its customers to find another service provider in the event QuantumShift discontinues service, Staff further recommends the Commission order QuantumShift to establish an escrow account or post a bond equal to 60 days of revenue from Arizona customers and file documentation of the bond or account with the Commission within 30 days of the Order of this matter.

Staff further recommends that the Commission find that if QuantumShift does not comply with R14-2-1107 when discontinuing local service, the account or bond will be forfeited.

Staff recommends a hearing be held on this matter.

MEMORANDUM

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2002 MAR 15 P 4: 26

AZ CORP COMMISSION
DOCUMENT CONTROL

TO: Docket Control

FROM: Ernest G. Johnson *EGJ/for*
Director
Utilities Division

DATE: March 15, 2002

RE: AMENDMENT TO STAFF REPORT FOR MVX COMMUNICATIONS, LLC'S APPLICATION TO TRANSFER ITS CERTIFICATE OF CONVENIENCE AND NECESSITY TO MVX.COM COMMUNICATIONS, INC. (DOCKET NO. T-03793A-99-0608)

Attached is an amendment to the Staff Report for MVX Communications, LLC'S application for approval to transfer its Certificate of Convenience and Necessity to MVX.Com Communications, Inc. The amendment includes a discussion of the fair value of the MVX Communications, Inc. ("QuantumShift") property required by the Procedural Order in this matter filed February 12, 2002.

EGJ:LAJ:jbc

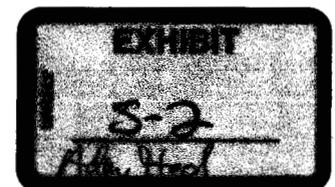
Originator: Linda A. Jaress

Attachment: Original and Ten Copies

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MAR 18 2002

LEGAL DIV.
ARIZ. CORPORATION COMMISSION



Service List for: MVX Communications, LLC
Docket No. T-03793A-99-0608

MVX Communications, LLC
Lance J. M. Steinhart
1720 Windward Concourse
Suite 250
Alpharetta, Georgia 30005

Christopher C. Kempley
Chief, Legal Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Ernest G. Johnson
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

Lyn Farmer
Director, Hearing Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

**STAFF REPORT
UTILITIES DIVISION
ARIZONA CORPORATION COMMISSION**

MVX COMMUNICATIONS. LLC

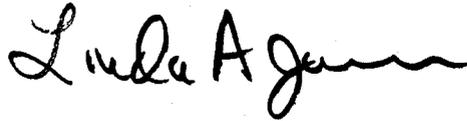
DOCKET NO. T-03793A-99-0608

**APPLICATION OF MVX COMMUNICATIONS, INC. FOR APPROVAL
TO TRANSFER ITS CC&N TO
MVX.COM COMMUNICATIONS, INC.**

March, 2002

STAFF ACKNOWLEDGMENT

The Amendment to the Staff Report for MVX Communications, LLC, Docket No. T-03793A-99-0608 was the responsibility of Linda A. Jaress.

A handwritten signature in black ink, reading "Linda A. Jaress". The signature is written in a cursive style with a long, sweeping underline.

Linda A. Jaress
Executive Consultant III

**EXECUTIVE SUMMARY
MVX COMMUNICATIONS, LLC
DOCKET NO. T-03793A-99-0608**

MVX Communication, LLC requests approval to transfer its Certificate of Convenience and Necessity to provide intrastate toll service to MVX.Com Communications, Inc., an affiliate who holds a Certificate of Convenience and Necessity to provide local telecommunications service. Staff filed its Staff Report on the matter on December 24, 2001, recommending approval.

On February 12, 2002, the Administrative Law Judge issued a Procedural Order requiring the Applicants to publish notice and file an Affidavit of Publication in this docket no later than March 8, 2002. The applicant has not done so.

The Procedural Order also required Staff to "...file an amendment to its Staff Report that includes a recommended fair value finding and a recommendation on the rates MVX.COM proposes to charge after the proposed transfer."

Staff obtained information from the Company and has determined that its fair value rate base is zero. Accordingly, the Company's fair value rate base is too small to be useful in a fair value analysis. In addition, the rates to be ultimately charged by the Company will be heavily influenced by the market for its services. Therefore, while Staff considered the fair value rate base information submitted by the company, it did not accord that information substantial weight in its analysis.

Staff has also determined that a bond from QuantumShift is not necessary because its proposed tariff does not require deposits or advance payments.

On October 26, 1999, MVX Communications, LLC ("MVX LLC") filed a letter requesting that the Commission transfer its Certificate of Convenience and Necessity ("CC&N") to MVX.COM Communications, Inc ("MVX.COM"). On June 4, 2001, MVX.COM received Commission approval to change its name to QuantumShift Communications, Inc. ("QuantumShift").

MVX LLC received a CC&N to provide competitive intrastate toll service in Decision No. 61989, dated October 8, 1999. In Decision No. 62640, dated June 9, 2000, MVX.COM received a CC&N to provide competitive local exchange resold telecommunications services.

The letter requesting the CC&N transfer also indicated that the two companies had merged pursuant to an Agreement of Merger effective May 5, 1999.

On February 12, 2002, the Administrative Law Judge issued a Procedural Order requiring Staff to "...file an amendment to its Staff Report that includes a recommended fair value finding and a recommendation on the rates MVX.COM proposes to charge after the proposed transfer."

Staff obtained information from the Company and has determined that QuantumShift's fair value rate base is zero. Accordingly, the Company's fair value rate base is too small to be useful in a fair value analysis. In addition, the rates to be ultimately charged by the Company will be heavily influenced by the market for its services. If the rates charge by QuantumShift are not just and reasonable, customers will defect to a provider whose rates are just and reasonable. Therefore, while Staff considered the fair value rate base information submitted by QuantumShift, it did not accord that information substantial weight in its analysis. Thus, Staff believes the rates adopted by QuantumShift are just and reasonable.

Staff has also determined that a bond from QuantumShift is not necessary because its proposed tariff does not require deposits or advance payments.

None of the information provided in this amendment to the Staff Report of December 24, 2001, has caused Staff to change any of its recommendations in the Staff Report of December 24, 2001.

Lance J.M. Steinhart, P.C.
Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

DIRECTO

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2002 MAR 11 A 10:50

Also Admitted in New York
and Maryland

Arizona Corporation
Telephone: (770) 292-9200
Facsimile: (770) 292-9208
ARIZONA CORPORATION

March 8, 2002

VIA FEDERAL EXPRESS

Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona 85007

COMMISSION
RECEIVED
MAR 11 2002

Director of Utilities

Re: MVX.COM Communications, Inc.; Original Docket No. T-03793A-99-0608
Local Exchange Service
Name Change to QuantumShift Communications, Inc. (QuantumShift)

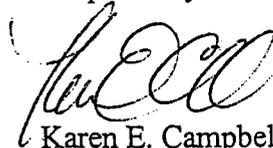
Dear Sir/Madam:

Enclosed please find for filing an original and ten (10) copies of QuantumShift's responses to the Commission's request for information in the Company's Application for a name change in Docket No. T-03793A-99-0608.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you for your attention to this matter.

Respectfully submitted,



Karen E. Campbell
Regulatory Specialist for
Lance J.M. Steinhart
Attorney for QuantumShift Communications, Inc.
f/k/a MVX.COM Communications, Inc.

Enclosures

cc: Linda A. Jaress, Executive Consultant
Jenna Brown

1. Provide the total revenue for the latest twelve months available generated by the provision of telecommunications service to Arizona customers adjusted to reflect the maximum rates that Quantumshift (MVX Communications) has requested in its tariff. This adjusted total revenue figure could be calculated as the number of units sold times the maximum charge per unit.

The total revenue for the period January 1, 2001 to December 31, 2001 is \$132,065.36.

2. Provide the total actual operating expenses incurred in the provision of telecommunications services to Arizona customers during the same twelve-month period.

The Company has not incurred any expenses in the provision of telecommunications service to Arizona customers during the past twelve months.

3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets used in the provision of telecommunications services to Arizona customers at the end of the same twelve-month period. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.

The Company does not have any jurisdictional assets in the State of Arizona.

4. If the actual value of all assets is zero, please specifically state this in your response.

Not applicable (see response to #3)

5. If the fair value of all assets is different than the net book value, also provide the corresponding fair value amounts.

Not applicable (see response to #3)