

This PUCO Tariff No. 3 issued by QualStar Communications, Inc. cancels and replaces in its entirety PUCO Tariff No. 2 issued by QualStar Communications, Inc.

**QUALSTAR COMMUNICATIONS, INC.**

**REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO SPECIFIED LOCAL EXCHANGE SERVICE  
WITHIN THE STATE OF OHIO**

---

Issued: April 19, 2011

Effective: April 19, 2011

In Accordance with Case No. 11-2570-TP-ATA  
Issued by the Public Utilities Commission of Ohio  
Phillip D. Maag, President  
417 Wayne Avenue  
Defiance, Ohio 43512

---

## APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable only to the Tariffed services in the State of Ohio by QualStar Communications, Inc. ("QualStar" or "the Company"). The rates, terms and conditions for most business and residential telecommunications services are no longer included in this Tariff. The Customer may view Detariffed/Nonregulated Services not included in this Tariff on the Company's website, [www.qualstar.net](http://www.qualstar.net). The applicable requirements of the Ohio Administrative Code and the Ohio Revised Code apply to the operations of the Company.

---

Issued: April 19, 2011

Effective: April 19, 2011

In Accordance with Case No. 11-2570-TP-ATA  
Issued by the Public Utilities Commission of Ohio  
Phillip D. Maag, President  
417 Wayne Avenue  
Defiance, Ohio 43512

---

## SECTION 1 – SERVICE DESCRIPTIONS

### 1.1 Universal Emergency Number Service 9-1-1

Where requested by local government authorities, and subject to the availability of facilities, the Company will provide a universal number “911” dialing to its customers for simplified emergency access police, fire and other emergency services. 911 calls will be routed for answering to a Public Safety Answering Point (PSAP) as designated by the local government unit authorized to establish and operate such systems. The Company does not undertake to answer and forward 911 calls, but furnishes the use of its facilities to enable the local government unit or its designee to answer and respond to such calls.

The 911 calling party, by calling 911 service, gives consent for the Company to provide 911 information consisting of the name, address, telephone number, and other calling party information when available, to law enforcement agencies and other emergency service providers on a call-by-call basis for the purpose of enabling those agencies or service providers to respond to emergency calls for assistance. Database inquiries for 911 information consisting of name, address, telephone number and other information when available, will only be allowed for purposes of dispatching or responding to 911 emergency calls or integrity verification as prescribed by the applicable state codes, rules or legislation.

Customers with unlisted or non-published numbers as well as those customers who have been requested per line blocking forfeits the privacy afforded by these services on calls made to 911.

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

The monthly recurring charge for 911 is \$0.32.

The Company shall not have any liability for or be responsible for any losses, costs, expenses, claims, liabilities or damages resulting from the customer's failure to timely comply with the requirements regarding emergency 911 service; the Company shall be indemnified by customer from any losses, costs, expenses, claims, liabilities or damages, including, but not limited to, third party claims, resulting from customer's failure to comply with the requirements of this section.

The Company shall have no responsibility or liability for responding to emergency 911 or other emergency referral calls. Company will make reasonable effort to determine the nearest public safety or law enforcement authorities and then route such calls to those authorities.

---

This Tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects or malfunctions in the service, nor does the Company undertake such responsibility.

911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the data management system only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.

The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name, and address associated with the originating station location are furnished to the PSAP.

After the establishment of service, it is the PSAP's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper PSAP.

The Company assumes no liability for any infringement, or invasion of any right of privacy or any person or persons caused or claimed to be caused directly or indirectly by the use of 911 Service. Under the terms of this Tariff, the public safety agency must agree, except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct, to release, indemnify, defend and hold harmless the Company from any and all loss or claims whatsoever, whether suffered, made, instituted, or asserted by the public safety agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others. Under the terms of this Tariff, the public safety agency must also agree to release, indemnify, defend and hold harmless the Company for any infringement of invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 service features and the equipment associated therewith, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 service hereunder, and which arise out of the negligence or other wrongful act of the public safety agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

---

Issued: April 19, 2011

Effective: April 19, 2011

In Accordance with Case No. 11-2570-TP-ATA  
Issued by the Public Utilities Commission of Ohio  
Phillip D. Maag, President  
417 Wayne Avenue  
Defiance, Ohio 43512