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Suite 220
Van Nuys, CA 91411-2512

Cal. P.U.C. Schedule 2-T
1st Revised Title Sheet
Replaces Original Title Sheet

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Competitive Local Carrier

Tariff Schedule Applicable to
REGULATION AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE TELEPHONE SERVICE
WITHIN THE STATE OF CALIFORNIA

of

AIRESPRING, INC.

U-6692-C

Applying to local exchange telecommunications services between point located within the State of California and containing rates, rules and regulations governing service.

Competitive Local Carrier

TARIFF CHECK SHEET

Current sheets in this tariff are as follows:

Sheet	Revision		Sheet	Revision		Sheet	Revision
Title	1 st Rev.		26	1 st Rev.		52	1 st Rev.
1	4 th Rev.	*	27	1 st Rev.		53	2 nd Rev.
2	1 st Rev.		28	1 st Rev.		54	2 nd Rev.
3	1 st Rev.		29	1 st Rev.		55	2 nd Rev.
4	1 st Rev.		30	1 st Rev.		56	2 nd Rev.
5	2 nd Rev.		31	1 st Rev.		57	2 nd Rev.
6	1 st Rev.		32	1 st Rev.		58	2 nd Rev.
7	1 st Rev.		33	1 st Rev.		59	2 nd Rev.
8	1 st Rev.		34	1 st Rev.		60	1 st Rev.
9	1 st Rev.		35	1 st Rev.		61	1 st Rev.
10	1 st Rev.		36	1 st Rev.		62	1 st Rev.
11	1 st Rev.		37	1 st Rev.		62.1	Original
12	2 nd Rev.		38	1 st Rev.		62.2	Original
13	2 nd Rev.		39	1 st Rev.		62.3	Original
14	2 nd Rev.		40	1 st Rev.		62.4	Original
15	1 st Rev.		41	1 st Rev.		62.5	Original
16	2 nd Rev.		42	1 st Rev.		62.6	Original
17	2 nd Rev.		43	1 st Rev.		62.7	Original
18	2 nd Rev.		44	1 st Rev.		63	1 st Rev.
19	2 nd Rev.		45	1 st Rev.		64	1 st Rev.
20	2 nd Rev.		46	1 st Rev.		65	Original
21	2 nd Rev.		47	2 nd Rev.	*	66	Original
22	2 nd Rev.		48	2 nd Rev.	*	67	Original
23	1 st Rev.		49	2 nd Rev.	*	68	Original
24	1 st Rev.		50	2 nd Rev.	*	69	Original
25	1 st Rev.		51	2 nd Rev.	*		

* - indicates sheets amended with this filing.

Advice Letter # 12
 Issued: April 1, 2011
 By:

Avi Lonstein, President
 Airespring, Inc.
 6060 Sepulveda Blvd.
 Van Nuys, California 91411

Effective: April 4, 2011

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Preliminary Statement

This tariff sets forth the rates and rules applicable to the provision of competitive local exchange service to customers located in exchange areas served by Pacific Bell and Verizon. The Company concurs in the demarcation tariff of Pacific Bell.

The Company has been authorized by the California Public Utilities Commission (“CPUC”) to provide competitive local exchange services.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the CPUC. Customers can call 1-888-899-2789 to order, change, or cancel services.

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Application of Tariff

This tariff sets forth the service offering, rates, terms and conditions applicable to the furnishing of resold local exchange services within the existing Pacific Bell and Verizon exchanges in the State of California by Airespring, Inc. (hereinafter “Company”). This tariff is on file with the Public Utilities Commission of California (“Commission”), and copies can be inspected, during normal business hours, at the Company’s principal place of business or by calling 1-888-389-2899 (toll free).

Availability of the Company’s Tariff

Complete copies of the Company’s advice letters and current tariff(s) are maintained at the Company’s business offices located at:

Airespring, Inc.
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411-2512
Ph. 1-888-389-2899 (toll free)

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The tariff is also available for public inspection at the California Public Utilities Commission, 505 Van Ness Ave., San Francisco, CA 94102. Airespring, Inc., Schedule Cal. P.U.C. No. 2-T.

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Exchange Boundaries and Rate Centers

The Company will concur in the exchange boundaries and rate centers of Pacific Bell California and Verizon in each company’s respective franchise area.

Competitive Local Carrier

Availability of 911 Service

911 Service will be furnished to all customers at no charge.

Demarcation Points

The Company hereby concurs in the Demarcation Tariffs of Pacific Bell and Verizon for service provided in each carrier's respective territory.

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Explanation of Symbols

- (C)** To signify changed listing, rule or condition which may affect rates or charges.
(C) (R) a change reducing rates
(C) (I) a change increasing rates
- (D)** To signify discontinued material, including listing, rate, rule or condition.
- (I)** To signify an increase, whether major or minor.
- (L)** To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N)** To signify new material including listing, rate, rule or condition.
- (R)** To signify reduction.
- (T)** To signify change in wording of text, but no change in rate, rule or condition.

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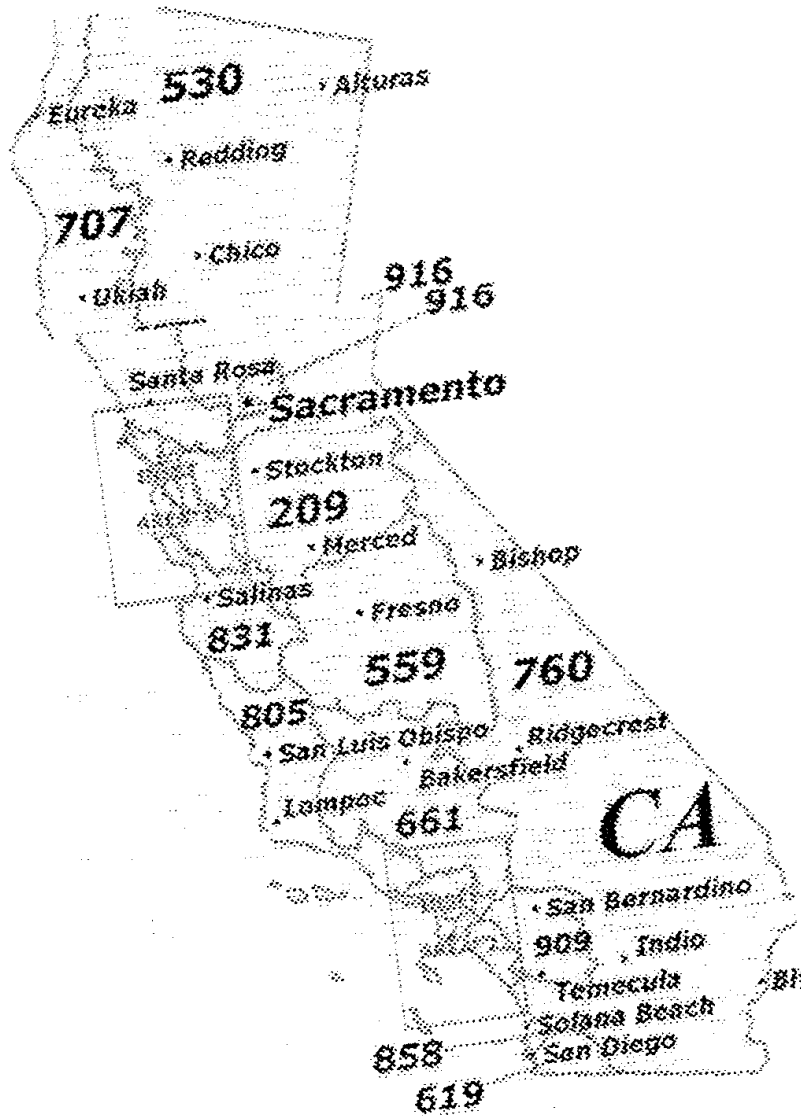
TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to the next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

Competitive Local Carrier

SERVICE AREA MAP

The Company will provide local intraLATA and interLATA services within the service territories of Pacific Bell and Verizon as set forth on the map below. (T)



Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions

Advance Payment - Payment of all or part of a charge required before the start of service.

Agent - A business representative, whose function is to bring about, modify, affect, accept, performance of, or terminate contractual obligations between a CLC and applicants or customers.

Applicant for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Company to provide telecommunication service.

Authorized User - A person that either is authorized by the Customer to use local exchange telephone service at Customer's residence or other location, or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Authorization Code - A numerical code, one or more of which are assigned to Customer to enable Company to identify use of service on his or her account and to bill Customer accordingly for such service. Multiple authorization codes may be assigned to Customer to identify individual users or groups of users on his or her account.

Commission - California Public Utilities Commission unless content indicates otherwise.

Company - Airespring, Inc.

Competitive Local Carrier (CLC) - Denotes a common carrier that is issued the appropriate Certificate to provide local exchange telecommunications service.

Completed Call or Telephonic Communication - A call, or other telephonic communication, originated by a person or mechanical/electrical device from a number to another number which is answered by a person or mechanical/electrical device. The numbers may be located any distance apart within California; and the communication may consist of voice, data, the combination of both, or other transmission via a wire or wireless medium; and may be for any duration of time.

Consumer Affairs Branch (CAB) - The Consumer Affairs Branch of the California Public Utilities Commission.

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

Date of Presentation - Postmark date on billing envelope.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions, (cont'd.)

Demarcation Point - The premises wire demarcation point begins where the Customer's inside wire connects to the intrabuilding network cable (INC). Where there is no INC, the demarcation point is the point of entry at Company's entrance facility. This demarcation point separates the responsibility of the end user from that of a vendor or Company's vendor of choice for premises wire repair and Customer Provided Equipment trouble isolation.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

Exchange Carrier - The furnishing of service from telephone communication within local service areas in accordance with the provisions of this tariff.

Exchange Service - The furnishing of service for telephone communication within local service areas in accordance with the provisions of this Tariff.

Formal Complaint - A formal charge that a carrier has violated the Public Utilities Code or some order or regulation of the Commission. The complaint must be in writing, in accordance with the Commission's Rules of Practice and Procedure an made under oath. The proceeding ordinarily requires public hearing and a Commission decision.

Incumbent Local Exchange Carrier (ILEC) - Any certificated local exchange company who held a Certificate of Convenience and Necessity before September 1, 1995.

Individual Case Basis - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Informal Complaint - Informal request for assistance made to the Commission's Consumer Affairs Branch (CAB) with supporting documentation concerning a carrier's service, rates or other matters. CAB staff investigates and tries to arrive at an informal adjustment without public hearing or Commission order. Informal complaint files are not available for public inspection.

LATA - A local access 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 for the provision and administration of communications services.

Local Calling - A completed call or telephone communication between a calling Station and any other Station within the local service area of the calling Station.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions, (cont'd.)

Local Service - Service which provides for exchange telephone communication within the local service area at rates and under regulations as provided in this Tariff.

Local Service Area - That area within which a Customer to exchange service can make telephone calls at exchange rates. A local service area may be made up of one or more central office areas or exchange areas.

Minor Rate Increase - Minor increases are those which are both less than 1% of the CLC's total California intrastate revenues and less than 5% of the affected service's rates. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service exceeds either parameter above, then the filing shall be treated as a major increase.

Major Rate Increase - Major increases are increases which are greater than the increases described as Minor Rate Increases (see above).

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for processing and installation, for which the Customer becomes liable at the time the Service Order is executed.

Premises - Customer premises is all space in the same building occupied by a Customer and all space occupied by the same Customer in different buildings or continuous property.

(Premises) Inside Wire - Inside (premises) wire (simple wire) refers to all non system inside (premises) telephone wire on the Customer's side of the inside wire demarcation point but does not include Customer premises equipment.

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

Service Commencement Date - The first day following the date on which the Company notifies the Customer that the requested service or facility 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 or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 1 Definitions, (cont'd.)

Service Order - The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof 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. Service Order may also be referred to as Customer Service Agreement.

Services - The Company's local and interexchange telecommunications services offered to the Customer within the State of California.

Speed Dial - Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station - Telephone equipment from or to which calls are placed.

Trunk - A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User - A Customer or any other person authorized by the Customer to use Services provided under this tariff.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 2 Initiation of Service

1. During the initial contact, the Company will give information regarding the Universal Lifeline program and its availability to all applicants for residential service.
2. Service may be initiated based on a written or oral agreement between the Company and the customer. In either case, prior to the agreement, the customer shall be informed of all rates and charges which will appear on the customer's bill. The letter must be in a language other than English if the sale was in another language.
3. If the agreement is oral, within 10 days of initiating the service order, the Company will provide a confirmation letter setting forth a brief description of the services ordered and itemizing all charges which will appear on the customer's bill. The letter will be written in the same language as the sale was made.
4. Within 10 days of initiating service, the Company shall state in writing for all new customers all material terms and conditions that could affect what the customer pays for telecommunications services provided by the CLC.
5. Potential customers who are denied service for failure to establish credit or pay deposits as described in Rule 12 must be given the reason for the denial in writing within 10 days of service denial.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 3 Special Information Required on Forms

(A) Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free telephone number for service or billing inquiries, together with any address where the customer may write to the Company. If the Company uses a billing agent, the name of the billing agent will also be included. Each bill for service will contain notations concerning the following areas:

- (1) When the bill is due and payable;
- (2) Billing detail, including the period of service covered by the bill;
- (3) When a late payment charge will be applied;
- (4) How to pay the bill;
- (5) Network access for interstate calling;
- (6) In addition to the above, each bill shall include the following statement:

“This bill is now due and payable; it becomes subject to a late payment charge if not paid within 15 calendar days of presentation date. Should you question this bill, please request an explanation from Airespring, Inc.”

“If you believe you have been billed incorrectly you may file a complaint with the California Public Utilities Commission, Consumer Affairs Branch. To avoid having service disconnected, payment of the disputed bill should be made “under protest” to the CPUC or payment arrangements should be made agreeable to the CLC pending the outcome of the Commission’s Consumer Affairs Branch review. the Consumer Affairs Branch shall review the basis of the billed amount, communicate the results of its review to the parties and inform you of your recourse to pursue the matter further with the Commission.”

(B) Deposit Receipts

Each deposit receipt shall contain the following provisions:

“This deposit, less the amount of any unpaid bills for service furnished by the Company shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period.”

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 4 Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits shall not be required if the applicant:

- A. The applicant provides a credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, "can-be-reached" number, name of employer, employer's address, customer's driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit cannot be denied for failure to provide social security number.
- B. A co-signer or guarantor may be used providing the co-signer or guarantor has acceptable credit history with the Company or another acceptable local exchange carrier.
- C. The Company will not refuse a deposit to establish credit for service. However, it may request that the deposit be in cash or other acceptable form of payment (e.g., money order, cashier's check, letter of credit, etc.)

Rule No. 5 Deposits

The Company does not collect generally require deposits for prepaid services. The Company may, however, require any customer to post a deposit for payment of charges as a condition of receiving service or additional services. The Company reserves the right to review an applicant's or customer's credit history at any time to determine if a deposit is required.

The amount of any deposit shall not exceed twice the estimated average monthly bill for the class of service for which the customer applies. In the event a customer requests services in addition to basic service, the average bill will reflect the aggregate services requested by the customer.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest on deposits will be set at the 3-month commercial paper rate published by the Federal Reserve Board, except no interest will be paid if the Customer has received a minimum of two discontinuance of service notices in a 12-month period. The fact that a deposit has been made neither relieves the Customer from complying with the Company's regulations on the prompt payment of bills on presentation nor constitutes a waiver or modification of the regulations of the Company providing for the discontinuance of service for nonpayment of any sums due the Company for services rendered.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 6 Notices

(A) Rate Information:

1. Rate information and information regarding the terms and conditions of service will be provided in writing upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to the Customer and postmarked at least 30 days prior to the effective date of the change. No Customer notice shall be required for minor rate increases or rate decreases. Customers shall be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
2. If the Company provides information to a customer which is allegedly in violation of its tariffs, the consumer may bring a complaint against the Company.

(B) Discontinuance of Service Notices:

- (1) Any notice by the Customer or its authorized representative may be given verbally to the Company at the Company's business office (in person or telephonically) or by written notice mailed to the Company's business office. Cancellation of service by the Customer may be given verbally or by written notice.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 6 Notices (contd.)

(B) Discontinuance of Service Notices: (contd.)

- (2) Notice by CLC - Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than seven (7) calendar days prior to termination. Each notice shall include all of the following information:
1. The name and address of the customer whose account is delinquent.
 2. The amount that is delinquent.
 3. The date when payment or arrangements for payment are required in order to avoid termination.
 4. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or charges.
 5. The procedure the customer may use to request amortization of the unpaid charges.
 6. The telephone number of a representative of the CLC, who can provide additional information or institute arrangements for payment.
 7. The telephone number of the commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
 8. Local service may not be discontinued for nonpayment of unregulated competitive services.

(C) Change in Ownership or Identity Notice - The Company shall notify its customers in writing of a change in ownership or identity of the customer's service provider on the customers' next monthly bill.

(D) Rules for Notices - Notices sent by the Company to customers, or to the Commission, shall be legible in size and print and are deemed made on the date of presentation.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 7 Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges during the billing period shall be billed in addition to prorated amounts.

Rule No. 8 Disputed Bills

In case of a billing dispute between the customer and the Company as to the correct amount of a bill, which cannot be adjusted with mutual satisfaction, the customer can make the following arrangement:

- A. First, the customer may make a request, and the Company will comply with the request, for an investigation and review of the disputed amount.
- B. The undisputed portion of the bill must be paid by the Due By Date (No sooner than 15 days of the date of presentation) shown on the bill or the service will be subject to disconnection if the Company has notified the customers by written notice of such delinquency and impending termination.
- C. If there is still disagreement after the investigation and review by a manager of the Company, the customer may appeal to the Consumer Affairs Branch (CAB) for its investigation and decision. To avoid disconnection of service, the customer must submit the claim, and, if the bill has not been paid, deposit the amount in dispute with the CAB within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such deposit must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill. Checks or other forms of remittance used for this purpose should be made payable to the California Public Utilities Commission
- D. The Company may not disconnect the customer's service for nonpayment as long as the customer complies with (B) and (C) above.
- E. The Company shall respond to CAB's requests for information within 10 business days.
- F. CAB will review the claim of the disputed amount, communicate the results of its review to the customer and Company and make disbursement of the deposited amount. If before completion of the CAB's review, additional bills become due that the customer wishes to dispute, the customer must also deposit with the CAB the additional amounts claimed by the Company to be due for such additional bills before they become past due and failure to do so will warrant discontinuance of service.
- G. After the investigation and review are completed by the Company as noted in (A) above, if the customer elects not to deposit the amount in dispute with CAB, such amount becomes due and payable at once. In order to avoid disconnection of service, such amount must be paid within 7 calendar days after the date the Company notifies the customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the service will not be disconnected prior to the Due By Date shown on the bill.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 9 Bills Past Due

Bills are due and payable on the date of presentation. A late payment charge may be applied if payment is not received by the utility on or before the late payment date which will be prominently displayed on the customer's bill. The late payment date will be at least 15 days after the date of presentation on the billing envelope. the Company shall credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.

Rule No. 10 Discontinuance and Restoration of Service

(A) Discontinuance by Customers:

1. Customers may discontinue service by giving the Company written or verbal notice as specified in this tariff. The Customers is responsible for payment of all charges incurred for the period during which service is rendered. In addition, if termination occurs prior to the end of a current contract term, the customer may be liable for a termination fee.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Customer.

(B) Discontinuance by the Company:

1. The Company may discontinue service under the following circumstances:
 - i. A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - ii. Failure to post a required deposit or guarantee.
 - iii. In the event that the customer supplied false or inaccurate information of a material nature in order to obtain service.
 - iv. Any violation of the conditions governing the furnishing of service.
 - v. 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.
 - vi. Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 10 Discontinuance and Restoration of Service (contd.)

(B) Discontinuance by the Company: (continued)

2. The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability in the event of:
 - i. Action taken to prevent or to protect against fraud or to otherwise protect the Company's personnel, agents, facilities, or services.
 - ii. The Customer provides false information to the Company regarding the Customer's identity, address, or use of service(s).
 - iii. The customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - a. Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - b. Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - c. Any other fraudulent means or devices; or
 - iv. Use of the service in such a manner as to interfere with the service of other users; or
 - v. Use of service for unlawful purposes.
3. The discontinuance of service(s) by the Company pursuant to this Section does not relieve the customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to discontinuance.
4. Service may be discontinued during business hours on or after the date specified in the written notice of discontinuance, which date will be at least 7 days after such notice is given. Service will not be discontinued on any Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.
5. The Company will continue to provide customers access to 911 emergency service at no charge to any residential customer whose service is discontinued under this Rule until such time as service is rendered by another carrier.
6. Basic Service will not be disconnected for non-payment of anything other than residential and single line business Flat Rate and/or Measured Rate Service.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 10 Discontinuance and Restoration of Service (contd.)

(C) Restoration of Service:

The Company will restore service to a customer upon further payment of all amounts due and the customer's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with this tariff.

Rule No. 11 Change of Service Provider

- (A) Solicitation of Customer Authorization for Service Termination and Transfer - Solicitations by the Company or other carriers, or their agents, of customer authorization for termination of service with an existing carrier and the subsequent transfer to a new carrier must include current rate information on the new carrier and information regarding the terms and conditions of service with the new carrier. such solicitations must conform to Public Utilities Code Section 2889.5. All such solicitations must be legible and printed in a minimum point size type of at least 10 points. A penalty or fine up to \$500 may apply for each violation of this rule.
- (B) Unauthorized Service Termination and Transfer - The Company or other carrier, as applicable, will be held liable for both the unauthorized termination of service with an existing carrier and the subsequent transfer to its own service. The Company and other carriers are responsible for the actions of their respective agents that solicit unauthorized service termination and transfers. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall restore the customer's service to the original carrier without charge to the customer. All billings during the unauthorized service period shall be refunded to the applicant or customer. A penalty or fine up to \$500 payable to the Commission may apply to each violation of this rule. As prescribed under Public Utilities Code Section 2108, each day of continuing violation shall constitute a separate and distinct offense. If the Company or other carrier engages in such unauthorized activity, the Company or other carrier, as applicable, shall reimburse the original carrier for reestablishing service at the tariff rate of the original carrier.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 12 Failure to Establish Credit or Pay Deposit

The Company may refuse service if credit is not established satisfactory to the Company and may deny or disconnect service if a deposit is not paid as required in Rule 5.

Rule No. 13 Limitation of Liability

- (A) The provisions of this section of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of laws by the Company.
- (B) In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event exceed, \$10,000.00.
- (C) The Company will not provide a credit allowance for interruption of service caused by the Customer's facilities, equipment or systems.
- (D) Except as provided in Paragraphs (A) through (C) of this Rule, the liability of the Company for damages arising out of mistakes, omission, interruptions, delays, errors or defects in any of the services or private line, and all other services shall in no event exceed an amount equal to the pro rata charges to the Customer for the periods during which the services or facilities area affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect of any one service or facility affects or diminishes the value of any other service, said liability shall include such diminution, but in no event shall exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- (E) Temporary Suspension for Repairs

The company shall have the right to make necessary repairs or changes in its facilities at any time and will have the right to suspend or interrupt service temporarily for the purpose of making the necessary repairs or changes in its system. When such suspension or interruption of service for any appreciable period is necessary, the Company will give the Customers who may be affected as reasonable notice thereof as circumstances will permit, and will prosecute the work with reasonable diligence, and if practicable at times that will cause the least inconvenience.

When the Company is repairing or changing its facilities, it shall take appropriate precautions to avoid unnecessary interruptions of conversations or a Customer's service.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 13 Limitation of Liability (contd.)

(F) Errors in Transmitting, Receiving or Delivering Oral Messages by Telephone

The Company shall not be liable for errors in transmitting, receiving, or delivering oral messages by telephone over the lines of the Company and connecting utilities.

(G) Errors in Information Furnished by Directory Assistance Operators

Subject to the provisions of Section C of this rule, the Company shall allow a credit for errors in the provision of telephone numbers or other information furnished by the Company's Directory Assistance Operators in an amount not in excess of the charge for a call to Directory Assistance dialed direct to the Company's operator.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 14 Privacy

The Company will, in accordance with the provisions below, furnish customers with a written description of how it handles customer's private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the customer. This information will be provided at the time service is initiated and annually thereafter.

(A) Privacy of Personal Information

The Company is subject to Public Utilities Code Section 2891, which prohibits the Company from making any of the following information concerning residential customers available to third persons:

1. personal calling patterns, excluding caller identification information that is passed in accordance with the provisions of Public Utilities Code Section 2893 or billing information that federal law or regulation requires the Company to pass to the person who is called by the customer;
2. credit or other personal financial information, except for information that is provided pursuant to Commission order requiring the provision of such information to other public utilities, or a centralized credit check system, for purposes of determining credit worthiness of new utility customers;
3. the services provided to the customer, including information services provided by third parties over the Company's lines;
4. individual demographic information, or aggregate information from which individual identities and characteristics have not been removed.

Any residential customer who gives written consent for the release of one or more of the foregoing categories of personal information will, upon written request, be informed by the Company of the identity of the person or corporation to whom any such information has been released. The Company will notify each residential customer who is requested to consent to the release of such information of the provisions of this paragraph. Consent for the release of such information may be rescinded by the customer upon 30 days' written notice to the Company.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 14 Privacy (contd.)

(A) Privacy of Personal Information (continued)

Information subject to the protection from disclosure under the Public Utilities Code Section 2891 does not include:

1. information provided by the customer for inclusion in directories of customers;
2. information customarily provided through directory services;
3. postal Zip Code information;
4. information provided under the supervision of the Commission to a collection agency by the Company exclusively for the collection of unpaid debts;
5. information provided to an emergency service agency responding to a 911 call or any other call communicating an imminent threat to life or property;
6. information provided to a law enforcement agency in response to lawful process;
7. information that is required by the Commission pursuant to its jurisdiction and control over the Company;
8. information that is transmitted between the Company and other telephone corporations in order to furnish service between or in their service areas; or
9. information that is required to be provided by the Company pursuant to rules and orders of the Commission or the Federal Communications Commission regarding the provision of information services to third parties.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 14 Privacy (contd.)

(B) Subscriber Lists

The Company is subject to Public Utilities Code Section 2891.1, which prohibits the Company from including unlisted or unpublished telephone numbers assigned to residential customers in any list of telephone numbers that is sold or licensed by the Company, unless the customer requests otherwise by written notice to the Company. However, the Company may provide such telephone numbers in the following cases:

1. to a collection agency, to the extent such disclosures are supervised by the Commission, exclusively for the collection of unpaid debts;
2. to any law enforcement agency, fire protection agency, public health agency, public environmental agency, city or county emergency team operating under contract with, and at the direction of one or more of these agencies, for the exclusive purpose of responding to a 911 call or communicating an imminent threat to life or property.
3. in response to lawful process issued under state or federal law;
4. to a telephone corporation providing service between service areas for the purpose of providing such service to the customer, or to third parties for the purpose of providing billing services; and
5. to the Commission pursuant to its jurisdiction and control over the Company.

(C) Disclosure of Telephone Numbers During 800 and 900 Calls

The Company will provide an annual written notice to all customers that use of 800, 888, and 900 numbers may result in disclosure of the customer's telephone number to the called party.

Rule No. 15 Blocking Access to 900 and 976 Information Services

At the request of the customer, the Company will block that customer's access to 900 and 976 pay-per-call telephone information services. The Company will inform their customers of the availability of this service at the time service is ordered. This blocking service will be made available free of charge to residential customers.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 16 Scope of Services

The Company undertakes to furnish intrastate telecommunications services within the state of California under the terms of this tariff as a reseller. Service is available 24 hours a day, seven days a week.

The Company is responsible under this tariff only for the services or facilities provided herein. Should customers use such services or facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

Rule No. 17 Shortage of Equipment or Facilities

The Company reserves the right to limit or 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.

The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier(s) or other providers to the Company for resale.

Rule No. 18 Terms and Conditions

- (A) All payment for service are due in advance on the date specified by the Company. All calculations of dates set forth in this tariff shall be based on calendar days. Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.
- (B) At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party. any termination shall not relieve the customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- (C) This tariff shall be interpreted under and governed by the laws of the State of California.
- (D) Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- (E) The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to charge such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 19 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 routing and preventive maintenance. Generally, such activities are not specific to an individual Customer, but affect many 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 outage resulting from cable damage, notification to the customer may not be possible.

Rule No. 20 Provision of Equipment and Facilities

- (A) The Company shall use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of an compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- (B) The Company shall use reasonable efforts to maintain facilities that it furnishes to the customer. The customer may not, nor may the customer permit others except the Incumbent Local Exchange Carrier to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon written consent of the Company.
- (C) 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 offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - 1. the 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.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 21 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 the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

Rule No. 22 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents or contractors or the Incumbent Local Exchange Carrier, as applicable.

Rule No. 23 Prohibited Uses

- (A) The services the Company offers shall not be used for any unlawful purposes or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits. Services also may not be used for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized regulated common carrier. This provision does not prohibit an arrangement between the customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.
- (B) The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

Rule No. 24 Obligations of the Customer

- (A) General

The Customer shall be responsible for:

1. placing orders for service. When placing an order for service, the customer must provide:
 - a. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - b. the name(s), telephone number(s), and address(es) of the customer contact person(s).
2. the payment of all applicable charges pursuant to this tariff.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 24 Obligations of the Customer (contd.)

(B) Claims

With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorney's fees as determined by a court of competent jurisdiction or the California Public Utilities Commission for:

1. any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees; or
2. any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer, including, with limitation, use of the Company's services and facilities in a manner not contemplated by the agreement between the customer and the Company.
3. A customer may be liable for reasonable attorneys' fees and other costs as determined by the Commission or by a court of competent jurisdiction.

Rule No. 25 Customer Equipment and Channels

(A) Inspections - Upon reasonable 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 herein for the installation, operation, and maintenance of any customer-provided facilities and equipment to any Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.

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. The Company will, upon request 24 hours in advance, provide the customer with a statement of technical parameters that the customer's equipment must meet.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 26 Payment Arrangements

The customer is responsible for payment of all charges for service and facilities furnished by the Company to the customer or authorized Users. Objections must be received by the Company within two years after the due date, or the charges shall be deemed correct. Should the customer pay the charges under protest, the customer may have an additional 10 days to dispute same in writing. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, or in connection with any other cost incurred by the other entity and imposed on the Company, those charges may be passed on to the customer.

Rule No. 27 Taxes and Surcharges

The customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assess in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those customers residing in the affected jurisdictions. It shall be the responsibility of the customer to pay any such taxes that subsequently become applicable retroactively.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 27 Taxes and Surcharges (contd.)

(B) Surcharges: The following specific surcharges may be imposed depending upon the applicability of the surcharges to the services provided within this tariff. All surcharges listed have been mandated by orders of the Public Utilities Commission:

	Rate	
1. Universal Lifeline Telephone Service Trust Committee Fund Surcharge This surcharge will be applied as mandated by PU Code,§879, Resolution T-16688. This Surcharge applies to all intrastate services except those excluded by D.94-09-065, as modified by D.95-02-050.	1.100%	(C)
2. California Relay Service and Communications Devices Fund Surcharge This surcharge will be applied as mandated by Resolutions T-16663. This Surcharge applies to all intrastate services except those excluded by D.94-09-065, as modified by D.95-02-050.	0.300%	(C)
3. Surcharge to fund CPUC Reimbursement Fee (PUCURA) This user fee provided in PU Code, §§431-435 which is a percentage of gross revenue (Resolution M-4807).	0.11%	
4. California High Cost Fund-A The surcharge applies to all intrastate services except those excluded by D.94-09-065, as modified by D.95-02-050 to fund the CHCF-A (PU Code §739.3; D.96-10-066,pp. 3-4, App. B, Rule 1.C)	0.170%	(C)
5. California High Cost Fund-B The surcharge applies to all intrastate services except those excluded by D.94-09-065, as modified by D.95-02-050 to fund the CHCF-B (D.96-10-066, p. 191, App. B, Rule 6.F, Resolution T-16554)	2.20%	(C)
6. California Teleconnect Fund The surcharge applies to all intrastate services except those excluded by D.94-09-065, as modified by D.95-02-050 to fund the California Teleconnect Fund (D.96-10-066, p. 88, App. B, Rule 8.G, Resolution T-16584).	0.160%	(C)

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 28 Billing and Collection of Charges

- (A) All payments for service are paid in advance and are due thirty (30) days from the date of installation and on the expiration of each subsequent thirty (30) day period. The Company mails statements to each customer during every billing cycle indicating the due date and the amount that is due. If payment is not received within fifteen days of the due date, service may be subject to disconnection. The Company will give the customer seven days written notice prior to disconnecting service.
- (B) Customers may pay for service by credit card, an authorized payment agent, or check.
- (C) The Company will bill customer a one-time charge of \$20.00 if the customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

Rule No. 29 Credit Allowance - Directory

Subject to the provisions of the tariff, the Company shall allow, for errors or omissions in alphabetical telephone directories (excluding the use of bold face type), an amount within the following limits:

1. For listings in alphabetical telephone directories furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the effective life of the directory in which the error or omission occurred.
2. For listings and lines of information in alphabetical telephone directories furnished at additional charge, an amount not in excess of the charge for that listing during the effective life of the directory in which the error or omission occurred.
3. For listings and lines of information records furnished without additional charge, an amount not in excess of the minimum monthly charge to the customer for exchange service during the period the error or omission continued.
4. For listings in information records furnished at additional charge, an amount not in excess of the charge for the listing during the period the error or omission continued.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 30 Allowances for Interruption of Service

- (A) When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the customer, or the operation or failure of the facilities or equipment provided by the customer, a pro rata adjustment of the monthly charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. The Company will concur with Pacific Bell's Limitation of Liability for credit on interruptions lasting less than 24 hours.
- (B) The Company concurs with Pacific Bell's Limitation of Liability regarding credit for service interruptions.
- (C) Credit Allowances
1. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for by the Company.
 2. Credit allowances for failure of service or equipment starts when the customer notifies the Company of the failure or when the Company becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
 3. For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly charges 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. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.
- (D) Limitations on Allowances - No credit will be made for:
1. Interruptions due to the negligence of, or noncompliance with the provisions of this tariff by the Customer;
 2. Interruptions due to the negligence of any person other than the Company, including, but not limited to the Customer or other common carriers;
 3. Interruptions due to the failure or malfunction of non-Company equipment;

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 30 Allowances for Interruption of Service (contd.)

(D) Limitations on Allowances - No credit will be made for: (continued)

4. Interruptions of service during a period in which the Company or underlying carrier is not given full access to its facilities or equipment for the purpose of investigating and correcting interruptions;
5. Interruptions of service during which the Customer uses the service on an impaired basis;
6. Interruptions of service during any period when the Customer has released service for maintenance purposes or for implementation of a change in service arrangement; or
7. Interruption of service due to circumstances or causes beyond the control of the Company.

Rule No. 31 Cancellation of Service

(A) Cancellation of Application for Service

1. The Customer may cancel his or her applications for service by verbal or written notice to the Company. Where the customer cancels an application for service prior to the start of service or prior to any special constructions, no charges will be imposed, except those specified below.
2. 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 service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the customer had service begun.
3. The special charges described in paragraphs 1 and 2 above will be calculated and applied on a case-by-case basis. Any contract or individual case basis agreement will be filed with the Commission via advice letter pursuant to General Order 96-A.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 31 Cancellation of Service (contd.)

(B) Cancellation of Service by a Customer

If a customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined herein), the customer agrees to pay to the Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff, all costs, fees and expenses incurred in connection with:

1. all Non-recurring charges reasonably expended by the Company to establish service to the customer; plus
2. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the customer; plus
3. all Recurring charges for the applicable notice period.

Rule No. 32 Deaf and Disabled Equipment Distribution Program

The Company will contract with Pacific Bell and Verizon to offer equipment and services to eligible deaf and disabled customers. Customers must contact the Company's office for details regarding this program.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 93361, in Case No. 10206, required that each communications utility, operating under the jurisdiction of the Commission, include the provisions of the rule set forth in Appendix "A" of that decision as a part of the rules in the utility's tariff schedules. Accordingly, the contents of Appendix "A" of Decision Nos. 92860 and 93361, Case No. 10206 is quoted herein:

APPENDIX "A"

Nonpublished Service

- a. Definition of nonpublished service** - Upon a Customer's request, name, address and telephone number are not listed in any telephone directory, street address directory, or in the directory assistance records available to the general public. This information, as well as call-forwarding information from such unlisted telephone number, shall be released by the Company in response to legal process or to certain authorized governmental agencies providing the requesting agency complies with the rules herein established for the release of nonpublished information.
- b. Agencies Authorized to Receive Information:**
- (1) Any California public agency which employs persons who are peace officers pursuant to California Penal Code Section 830 and all subsections thereof.
 - (2) An agency of the federal government which is lawfully authorized to:
 - Conduct investigations or make arrests for violations of the criminal laws of the United States; or
 - Prosecute violations of the criminal laws of the United States; or
 - Enforce civil sanctions which are ancillary to criminal statutes; or
 - Conduct investigations into matters involving the national security of the United States; or
 - Protect federal or foreign officials; or
 - Protect public health and safety; or
 - Conduct emergency rescue operations.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

b. Agencies Authorized to Receive Information: (continued)

- (3) Any public health agency of the State of California or of a city, county, or other local government.
- (4) County or city 911 projects.
- (5) State Fire Marshall and Local Fire Departments or Fire Protection Agencies.
- (6) Collection agencies, to the extent disclosures made by the agency are supervised by the Commission, exclusively for the collection of debts.
- (7) California Public Utilities Commission pursuant to its jurisdiction and control over telephone and telegraph corporations.

c. Procedure for Release of Nonpublished Information to Authorized Agencies.

- (1) A telephone company shall only provide nonpublished information to persons within agencies who are either:
 - Peace officers pursuant to California Penal Code Section 830 and all subsections thereof who are lawfully engaged in a criminal investigation in their official capacity; or
 - Health officers who are acting in their official capacity and are lawfully investigating a matter involving a communicable disease or life threatening situation; or
 - Employees of an authorized federal agency acting in an official capacity pursuant to a responsibility enumerated in b.(2) preceding; or
 - Employees of a county or city 911 project when acting in an official capacity; or
 - Employees of an agency listed in b.(5) preceding when engaged in an investigation involving arson or when engaged in fire fighting duties in which there is immediate peril to life or property.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

c. Procedure for Release of Nonpublished Information to Authorized Agencies. (continued)

- (2) Nonpublished information shall be released by a telephone utility to an authorized agency upon the agency's written request provided that the agency has previously furnished the utility with a statement, signed by the head of the agency, requesting that nonpublished information be provided to the agency upon its written request, and listing designated persons, by name and title, who are authorized to request, in writing, nonpublished information. The written requests for nonpublished information must be signed by the head of the agency or by a previously designated person and the requests must state that the nonpublished information is necessary for a lawful investigation being conducted by the agency pursuant to its responsibilities.

- (3) Nonpublished information shall also be released by a telephone utility to an authorized agency upon the agency's telephonic request, provided the agency has previously furnished the utility with a statement. It must be signed by the head of the agency, requesting that nonpublished information be provided to the agency upon telephonic request, and listing designated persons, by name, title and telephone number, who are authorized to request, by telephone, nonpublished information. The telephonic request for nonpublished information must be made by the head of the agency or by one of the previously designated persons.

The nonpublished information requested by telephone shall be provided by the utility only on a call back verification basis.

The requesting agency shall, within five working days after making the telephonic request, mail the utility a letter confirming the request.

d. Notification to Customer

- (1) The telephone utility shall not notify a customer regarding the release of customer's nonpublished information unless the customer contacts the Company and specifically requests to know whether their nonpublished information has been released.

- (2) When a customer inquires of the utility whether their nonpublished information has been released, the Customer shall be informed that if information has been released they will be notified by mail about what information was released and which agency requested the information. If there was no release of nonpublished information, the customer will receive no communication from the utility.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

d. Notification to Customer (continued)

- (3) If the requesting agency certifies that disclosure to a customer about the release of nonpublished information to that agency could impede an ongoing criminal investigation, the telephone utility shall withhold notice to the customer for a period of one year from the date of release of the information to the agency.
- (4) The one year period of nondisclosure shall be extended for successive one year periods upon new written certification by the agency in each instance.
- (5) If no request has been made for nondisclosure to the customer, the customer who inquires shall be notified in writing as to the identity of the agency which requested the nonpublished information and the information released.

If there has been no request for nondisclosure within 25 working days after the expiration of any outstanding certification for nondisclosure, or any renewal of such certification, a customer who has previously inquired, at any time during the period of nondisclosure, whether their nonpublished information was released, shall automatically be notified in writing by the utility that such information was released and which agency received the information.

e. Exception for Health Officers

No notification shall ever be made to a customer that nonpublished information was released to an authorized public health agency, provided the chief health officer or designated health officer from the agency certifies that disclosure to the customer could violate a client or contact's right of privacy and confidentiality.

f. Release of Information to Interexchange Carriers

The utility will provide nonpublished information to an interexchange carrier who needs the information for allocation, billing or service purposes.

g. Retention of Records

All written documents pertaining to nonpublished service shall be retained by telephone utilities for at least one year. When an agency requests that notice to the Customer be withheld, the telephone utility shall retain the records involved for a period of not less than one year from the date on which the period of nondisclosure expires.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 33 Nonpublished Service; Release of Information (contd.)

h. Unsolicited Telephone Efforts

The utility will not contact nonpublished residence Customers by telephone on an unlisted number(s) for unsolicited efforts.

Rule No. 34 Credit Information and Calling Records; Release of Information

California Public Utilities Commission's Decision Nos. 92860 and 9336, in Case No. 10206, requires that the Commission include the provisions of the rule set forth in Appendix "B" of that decision as part of the rules in the Utility's tariff schedules. Accordingly, Appendix "B" of Decision Nos. 92860 and 9336, in Case No. 10206 is quoted herein, except as modified by Decision Nos. 83-06-066, 83-06-073 and 83-09-061.

APPENDIX "B"

Release of Credit Information and Calling Records

a. Definitions

(1) Credit Information

A Customer's credit information is the information contained in the customer's utility account record, including, but not limited to the following: account established date, "can-be-reached" number, name of employer, employer's address, customer's social security and/or driver's license number, billing name, location of previous service. Not included in customer credit information for purposes of these rules are: non-published Customer information, or customer's name, address and telephone number as listed in the telephone directory.

(2) Calling Records

Calling Records are the records of calls made from a customer's telephone no matter how recorded and regardless of whether such information appears in the customer's monthly telephone service bill. Toll records, the name and address of the called party, and pen registers are examples of calling records.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 34 Credit Information and Calling Records; Release of Information (contd.)

b. Release of Customer Credit Information and Calling Records

A Customer's credit information and/or calling records shall be released by a telephone utility only under the following circumstances:

- (1) Upon receipt of a search warrant obtained pursuant to California or federal law, or of a Federal Grand Jury Subpoena or a Federal Agency Subpoena; or
- (2) Upon making return to a subpoena or subpoena duces tecum, when it reasonably appears to the telephone utility that the procedures set out in Code of Civil Procedures Section 1985.3, or successor provisions, as they exist, have been followed. The utility shall not produce the records if there has not been compliance with CCP Section 1985.3. The utility shall abide by all orders to quash, protective orders, and similar court orders which may be issued with regard to the subpoenaed credit information and calling records.
- (3) Upon receiving permission of the Customer to release the information.

c. Deferral of Notice

- (1) Notification to the Customer will be deferred, and no disclosure made for a period of 90 days, if there is a certification for nondisclosure in the body of a subpoena or search warrant. The certification for nondisclosure must contain a statement that there is sufficient reason to believe that such notification would impede the investigation in which the request is made.

Upon making return to the court to a subpoena, the telephone utility shall request instruction from the court whether it should notify the Customer of its receipt of the subpoena before divulging the information of records requested.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 34 Credit Information and Calling Records; Release of Information (contd.)

c. Deferral of Notice (continued)

- (2) The 90-day period can be extended for successive 90-day periods upon a new written certification in each instance that there is probable cause to believe notification of the customer would impede the investigation of an offense pursuant to which the subpoena or warrant was issued.
- (3) Successive new written certifications shall be made by the individual who procured the issuance of the subpoena or warrant, or, if that person is unavailable, by another member of the authorized agency who also certifies that they have been assigned to handle the matter for which the credit information or calling records has been obtained.
- (4) Within five working days of the expiration of any outstanding certification, or any renewal of such certification, the deferred notification shall be given in writing to the customer.

d. Exception to Procedure for Release of Credit of Calling Records

The procedure set forth above does not apply where the requester is a collection agency working for the utility on the Customer's account or is an independent telephone company, other common carrier/interexchange carrier, Bell Operating Company, or Bell Company.

e. Retention of Records

Records of requests for credit information and calling records, other than from a utility's employees, shall be retained for a period of at least one year from the date on which the customer is notified in writing of the request. A copy of the letter of notification which was sent to the Customer shall also be retained for a like period of one year.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 35 Disconnection or Refusal Upon Request of Law Enforcement

The Company will comply with the provision of the rule set forth in Appendix B of Decision 9118 which is set forth below in its entirety.

APPENDIX B

1. Any communications utility operating under the jurisdiction of this Commission shall refuse service to a new applicant and shall disconnect existing service to a customer upon receipt from any authorized official of a law enforcement agency of a writing, signed by a magistrate, as defined by Penal Code Sections 807 and 808, finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law. Included in the magistrate's writing shall be a finding that there is probable cause to believe not only that the subject telephone facilities have been or are to be used in the commission or facilitation of illegal acts, but that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to the public health, safety, or welfare will result.
2. Any person aggrieved by any action taken or threatened to be taken pursuant to this rule shall have the right to file a complaint with the Commission and may include therein a request for interim relief. The Commission shall schedule a public hearing on the complaint to be held within 20 calendar days of the filing of the complaint. The remedy provided by the rule shall be exclusive. No other action at law or in equity shall accrue against any communications utility because of, or as a result of, any matter or thing done or threatened to be done pursuant to the provisions of this rule.
3. If communications facilities have been physically disconnected by law enforcement officials at the premises where located, without central office disconnection, and if there is not presented to the communications utility the written finding of a magistrate, as specified in paragraph 1 of this rule, then upon written request of the subscriber the communications utility shall promptly restore such service.
4. Any concerned law enforcement agency shall have the right to Commission notice of any hearing held by the Commission pursuant to paragraph 2 of this rule, and shall have the right to participate therein, including the right to present evidence and argument and to present and cross-examine witnesses. Such law enforcement agency shall be entitled to receive copies of all notices and orders issued in such proceeding and shall have both (1) the burden of proving that the use made or to be made of the service is prohibited by law, or that the service is being or is to be used as an instrumentality, directly or indirectly, to violate or to assist in the violation of the law and that the character of such acts is such that, absent immediate and summary action in the premises, significant dangers to the public health, safety, or welfare will result, and (2) the burden of persuading the Commission that the service should be refused or should not be restored.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 35 Disconnection or Refusal Upon Request of Law Enforcement (contd.)

5. The utility, immediately upon refusal or disconnection of service in accordance with paragraph 1 of this rule, shall notify the applicant or subscriber in writing that such refusal or disconnection has been made pursuant to a request by a law enforcement agency, naming the agency, and shall include with said notice a copy of this rule together with a statement that the applicant or subscriber may request information and assistance from the Commission at its San Francisco or Los Angeles office concerning any provision of this rule.
6. At the expiration of 15 days after refusal or disconnection of service pursuant to paragraph 1 of this rule, the utility, upon written request of the applicant or subscriber, shall provide or restore such service unless the law enforcement agency concerned shall have notified the utility in writing of its objection to such provision or restoration of service, in which event service may be provided or restored only in a complaint proceeding pursuant to paragraph 2 of this rule. At the time of giving any such notice of objection, the law enforcement agency shall mail or deliver a copy thereof to the applicant or subscriber. Nothing in this paragraph shall be construed to preclude the granting of interim relief in a proceeding initiated pursuant to paragraph 2 of this rule.
7. Each contract for communications service, by operation of law, shall be deemed to contain the provisions of this rule. Such provisions shall be deemed to be a part of any application for communications service. Applicants for service shall be deemed to have consented to the provisions of this rule as a consideration for the furnishing of such service.
8. The term "person", as used herein, includes a subscriber to communications service, an applicant for such service, a corporation, a company, a co-partnership, an association, a political subdivision, a public officer, a governmental agency and an individual.
9. The term "communications utility", as used herein, includes a "telephone corporation" and a "telegraph corporation", as defined in Division 1 of the California Public Utilities Code.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 36 Directory Listings

1. The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange area of the Station number which is designated as the customer's main billing number.
2. The Company reserves the right to limit the length of any listing in the directory by abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
3. The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect hereto.
4. In order for listings to appear in an upcoming directory, the customer must furnish the listing to the Company in time to meet the directory publishing schedule.
5. Directory listings are provided in connection with each customer service as specified herein.
6. The Company will arrange to have directories distributed to residential and business customers by the ILEC or a third party distributor.

Competitive Local Carrier

RULES AND REGULATIONS

Rule No. 37 Description of Service

The Company will offer local exchange services to residential and business customers within the exchange areas of Pacific Bell and Verizon as follows:

(T)

Local service provides the Customer with a single, voice-grade communications channel. Each Local line will include a telephone number. This service does not include any long distance service or other toll services. Optional features are available at the additional charge set forth herein.

1. Residential Service

Residence Service provides the Customer with a single, voice-grade, DTMF communications channel. Each Local Line will include a telephone number, as well as access to the services specified. Residence Service is that service furnished in:

1. Private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupational use;
2. In the study of a clergyman located in a church;
3. In a college fraternity or sorority house, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

2. Business Services

The Company's Business Services are offered for local calling using the facilities of the Company's authorized underlying Local Exchange Carrier(s). The Company's Business Services are offered primarily to the following:

1. Offices, stores, factories, mines and all other places of a strictly business nature;
2. Offices of hotels, boarding houses, apartment houses, colleges, quarters occupied by clubs and fraternal societies, public, private or parochial schools, hospitals, nursing homes, libraries, churches, and other institutions; and
3. Services terminating solely on the secretarial facilities of a telephone answering bureau.

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

A. Local Exchange Service Rates

1. Flat Rate Service*

(T)

Rates shown are listed by exchange. Service charges listed in this tariff are applicable to flat rate service.

Residential

Monthly

\$10.69
\$11.07
\$11.12
\$11.31
\$11.35
\$11.54
\$11.59
\$11.97
\$12.68
\$12.87
\$13.25
\$13.68
\$14.58
\$14.96
\$17.72

* - Grandfathered to existing customers at existing locations.

Advice Letter # 12
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By:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

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Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

2. Measured Rate Service*

(T)

Rates shown are listed by exchange. Measured Service Local Usage stated in Section B.4. or B.5. applies.

Business Monthly	Residential Monthly
\$9.80	\$5.70
\$10.37	\$6.08
\$10.46	\$6.13
\$10.74	\$6.32
\$10.94	\$6.36
\$11.03	\$6.55
\$11.18	\$6.60
\$11.65	\$6.98
\$11.79	\$7.69
\$12.27	\$7.88
\$12.41	\$8.26
\$12.42	\$8.69
\$12.54	\$9.59
\$13.20	\$9.97
\$13.60	\$12.73
\$15.83	
\$16.21	
\$17.40	
\$18.82	
\$21.48	
\$22.62	
\$31.12	

* - Grandfathered to existing customers at existing locations.

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SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

3. Basic PBX Trunk - Measured Rate Service*

(T)

Rates shown are listed by exchange. Measured Service Local Usage stated in Sections B.4 or B.5 applies.

**Business
Monthly**

\$10.35
\$10.92
\$11.01
\$11.29
\$11.49
\$11.58
\$11.73
\$12.20
\$12.34
\$12.82
\$12.96
\$13.09
\$13.75
\$14.25
\$16.38
\$16.76
\$17.95
\$19.37
\$22.03
\$23.17
\$31.67

* - Grandfathered to existing customers at existing locations.

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SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

4. Measured Service Local Usage*

(T)

A \$3.00 allowance is applicable to all Residence Measured Rate usage. Rates shown are for each minute of use or fraction thereof.

4.1 Day Rates (8:00 a.m. - 5:00p.m., Monday through Friday):

Business		Residential	
1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
\$0.0278	\$0.0088	\$0.0278	\$0.0088

4.2 Evening Rates (5:00 p.m. - 11:00p.m., Monday through Friday):

Business		Residential	
1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
\$0.0195	\$0.0061	\$0.0195	\$0.0061

4.3 Night/Weekend Rates (11:00 p.m. - 8:00 a.m., Monday through Friday, and all day Saturday and Sunday):

Business		Residential	
1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
\$0.0111	\$0.0035	\$0.0111	\$0.0035

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SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

5. Zone 3 Usage Measured Service*

(T)

5.1 Day Rates (8:00 a.m. - 5:00p.m., Monday through Friday):

Business		Residential	
1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
\$0.0676	\$0.0151	\$0.0676	\$0.0151

5.2 Evening Rates (5:00 p.m. - 11:00p.m., Monday through Friday):

Business		Residential	
1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
\$0.0473	\$0.0105	\$0.0473	\$0.0105

5.3 Night/Weekend Rates (11:00 p.m. - 8:00 a.m., Monday through Friday, and all day Saturday and Sunday):

Business		Residential	
1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
\$0.0271	\$0.0060	\$0.0271	\$0.0060

6. Service Charges*

(T)

	Business NRC	Residential NRC
Special Billing	\$6.65	\$4.75
New Line Installation	\$67.21	\$33.01
Change in type or grade of service	\$28.50	\$19.00
Suspension of service	\$28.50	\$19.00
Restoral of service	\$38.00	\$19.00
Customer requested Number Change	\$28.50	\$19.00
Central Office Modification of Line	\$28.50	\$19.00
Premises Work Charge		
1st 15 minutes or fraction	\$33.25	\$33.25
Each additional 15 minutes or fraction	\$11.40	\$11.40

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SERVICE DESCRIPTIONS AND RATES

A. Local Exchange Service Rates (contd.)

7. FCC Charges:

7.1 FCC End User Common Line:

	Business Monthly	Residential Monthly
Primary Residential Line	n/a	\$4.40
Additional Residential Line	n/a	\$4.40
Single Business Line	\$4.40	n/a
Multiline Business	\$4.40	n/a

7.2 FCC Universal Service Charge:

	Business Monthly	Residential Monthly
Per line or trunk	\$0.43	\$0.43

7.3 FCC PIC Change Charge:

	Business NRC	Residential NRC
Per occurrence	\$5.26	\$5.26

7.4 FCC Number Portability

	Business Monthly	Residential Monthly
Per line	\$0.34	\$0.34
Per PBX Trunk	\$3.06	\$3.06

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

8. Direct Inward Dialing (DID):*

(T)

	Business NRC	Business Monthly
Each 100 DID numbers in same trunk group	\$379.96	\$42.75
Each additional 100 numbers in same trunk group	\$66.49	\$42.75
Block group of 20 numbers	\$142.49	\$14.25
Change Charge to remove or add number within a block of DID numbers	\$128.24	\$0.00

9. Channel Mileage:*

(T)

	Fixed	Per Mile
Over 0 miles	\$23.75	\$2.06

10. IOD from PBX Trunks:*

(T)

	Business NRC	Business Monthly
1st 10 Trunks	\$294.47	\$147.24
Basic Termination Charge	\$4,749.55	
Each Additional trunk in same group	\$29.45	\$14.72
Basic Termination Charge	\$0.00	

11. Rotary (Hunting) Service:*

(T)

	Business Monthly	Residential Monthly
Per line or trunk arranged for hunting	\$0.47	\$0.47

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SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

12. Features (non-packages):*

(T)

	Business NRC	Business Monthly	Res NRC	Res Monthly
Call Forwarding	\$5.70	\$3.89	\$4.75	\$3.23
Busy Call Forwarding	\$5.70	\$3.89	\$4.75	\$2.75
Delayed Call Forwarding	\$5.70	\$3.99	\$4.75	\$2.75
Remote Access -				
Call Forwarding Variable	\$5.70	\$1.38	\$4.75	\$0.95
Select Call Forwarding	\$5.70	\$4.65	\$4.75	\$3.23
Call Waiting	\$5.70	\$3.89	\$4.75	\$3.23
Cancel Call Waiting ¹	\$0.00	\$0.00	\$0.00	\$0.00
Call Waiting ID	\$5.70	\$3.00	\$4.75	\$3.23
Three-way Calling ²	\$5.70	\$3.89	\$4.75	\$3.23
Speed Calling - 8 Code	\$5.70	\$3.89	\$4.75	\$3.23
Speed Calling - 30 Code	\$5.70	\$5.56	\$4.75	\$4.65
Intercom	\$5.70	\$2.85	\$4.75	\$2.37
Intercom Plus	\$5.70	\$4.27	\$4.75	\$3.80
Priority Ringing ³	\$5.70	\$4.65	\$4.75	\$3.23
Repeat Dialing ⁴	\$5.70	\$4.65	\$4.75	\$3.23
Call Screen	\$5.70	\$4.65	\$4.75	\$3.23
Call Return ⁵	\$5.70	\$4.65	\$4.75	\$3.23
Call Trace ⁶	\$5.70	\$4.65	\$4.75	\$4.65
Caller ID	\$5.70	\$7.12	\$4.75	\$6.17
Selective Blocking	\$0.00	\$0.00	\$0.00	\$0.00
Complete Blocking	\$0.00	\$0.00	\$0.00	\$0.00
Anonymous Call Rejection ⁷	\$5.70	\$1.90	\$4.75	\$1.90
Call Transfer Disconnect	\$5.70	\$10.00	n/a	n/a
Privacy Manager ⁸	\$5.70	\$5.00	\$4.75	\$4.00
Remote Call Forwarding	\$5.70	\$17.10	\$4.75	\$17.10
RCF additional paths up to 99	\$5.70	\$17.10	\$4.75	\$17.10

¹ Provided in conjunction with Call Waiting.

² Also available on a \$0.95 per use basis with monthly cap of eight activations per residence line. No cap for business use.

³ Provides for ten distinctive ringing patterns for preselected callers.

⁴ Also available on a \$0.95 per use basis with monthly residence cap of eight activations.

⁵ Also available on a \$0.95 per use basis with monthly residence cap of eight activations.

⁶ Billed per activation with maximum of five traces to any number per billing period.

⁷ No charge for Anonymous Call Rejection when customer also subscribes to Caller.

* - Grandfathered to existing customers at existing locations.

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SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

13. Multi-Feature Discounts:*

(T)

	Business Monthly	Residential Monthly	
		Minimum	Maximum
2 Eligible Features	15%	0%	27%
3 Eligible Features	25%	0%	32%
4 Eligible Features	30%	0%	40%
5+ Eligible Features	35%	0%	47%

14. The Basics Package:*

(T)

Includes 3-4 eligible calling features and Caller ID.

NRC	Residence Monthly
\$4.75	\$14.95

15. The Works Package:*

(T)

Includes 5-10 eligible calling features and Caller ID.

NRC	Residence Monthly
\$4.75	\$19.95

16. Toll Restriction:

Business Monthly	Residence Monthly
\$1.90	\$1.90

17. Operator Intercept:

	Business Monthly	Residence (3 Months)
Basic Referral, Primary Number	\$14.25	\$11.87

Residence charge applies for each additional 3 month period with no charge for the first three months.

Business charge applies for each month beyond the initial 12 months or new directory issue date, whichever is longer.

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Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

18. IntraLATA Direct Dial:*

(T)

18.1 Day Rates (8:00 a.m. - 5:00p.m., Monday through Friday):

Miles	Business		Residential	
	1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
13-16	\$0.1090	\$0.1090	\$0.0767	\$0.0471
17-20	\$0.1090	\$0.1090	\$0.0767	\$0.0471
21-25	\$0.1090	\$0.1090	\$0.0916	\$0.0767
26-30	\$0.1090	\$0.1090	\$0.0916	\$0.0767
31-40	\$0.1090	\$0.1090	\$0.0916	\$0.0767
41-50	\$0.1090	\$0.1090	\$0.0990	\$0.0842
51-70	\$0.1090	\$0.1090	\$0.0990	\$0.0842
71+	\$0.1090	\$0.1090	\$0.0990	\$0.0916

18.2 Evening Rates (5:00 p.m. - 11:00p.m., Monday through Friday):

Miles	Business		Residential	
	1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
13-16	\$0.0890	\$0.0890	\$0.0614	\$0.0377
17-20	\$0.0890	\$0.0890	\$0.0614	\$0.0377
21-25	\$0.0890	\$0.0890	\$0.0732	\$0.0614
26-30	\$0.0890	\$0.0890	\$0.0732	\$0.0614
31-40	\$0.0890	\$0.0890	\$0.0732	\$0.0614
41-50	\$0.0890	\$0.0890	\$0.0792	\$0.0673
51-70	\$0.0890	\$0.0890	\$0.0792	\$0.0673
71+	\$0.0890	\$0.0890	\$0.0792	\$0.0732

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SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

18. IntraLATA Direct Dial*: (contd.)

(T)

18.3 Night/Weekend Rates (11:00 p.m. - 8:00 a.m., Monday through Friday, and all day Saturday and Sunday):

Miles	Business		Residential	
	1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
13-16	\$0.0890	\$0.0890	\$0.0461	\$0.0283
17-20	\$0.0890	\$0.0890	\$0.0461	\$0.0283
21-25	\$0.0890	\$0.0890	\$0.0549	\$0.0461
26-30	\$0.0890	\$0.0890	\$0.0549	\$0.0461
31-40	\$0.0890	\$0.0890	\$0.0549	\$0.0461
41-50	\$0.0890	\$0.0890	\$0.0594	\$0.0505
51-70	\$0.0890	\$0.0890	\$0.0594	\$0.0505
71+	\$0.0890	\$0.0890	\$0.0594	\$0.0549

19. IntraLATA Calling Card*:

(T)

19.1 Day Rates (8:00 a.m. - 5:00p.m., Monday through Friday):

Miles	Business		Residential	
	1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
0 - 12	\$0.1048	\$0.0442	\$0.1048	\$0.0442
13-16	\$0.1048	\$0.0442	\$0.1048	\$0.0442
17-20	\$0.1048	\$0.0442	\$0.1048	\$0.0442
21-25	\$0.1317	\$0.0846	\$0.1317	\$0.0846
26-30	\$0.1317	\$0.0846	\$0.1317	\$0.0846
31-40	\$0.1317	\$0.0846	\$0.1317	\$0.0846
41-50	\$0.1519	\$0.0980	\$0.1519	\$0.0980
51-70	\$0.1519	\$0.0980	\$0.1519	\$0.0980
71+	\$0.1721	\$0.1371	\$0.1721	\$0.1371

* - Grandfathered to existing customers at existing locations.

Advice Letter # 12
 Issued: April 1, 2011
 By:

Avi Lonstein, President
 Airespring, Inc.
 6060 Sepulveda Blvd.
 Van Nuys, California 91411

Effective: April 4, 2011

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

19. IntraLATA Calling Card* (contd.)

(T)

19.2 Evening Rates (5:00 p.m. - 11:00p.m., Monday through Friday):

Miles	Business		Residential	
	1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
0 - 12	\$0.0778	\$0.0307	\$0.0778	\$0.0307
13-16	\$0.0778	\$0.0307	\$0.0778	\$0.0307
17-20	\$0.0778	\$0.0307	\$0.0778	\$0.0307
21-25	\$0.1115	\$0.0711	\$0.1115	\$0.0711
26-30	\$0.1115	\$0.0711	\$0.1115	\$0.0711
31-40	\$0.1115	\$0.0711	\$0.1115	\$0.0711
41-50	\$0.1182	\$0.0778	\$0.1182	\$0.0778
51-70	\$0.1182	\$0.0778	\$0.1182	\$0.0778
71+	\$0.1250	\$0.0913	\$0.1250	\$0.0913

19.3 Night/Weekend Rates (11:00 p.m. - 8:00 a.m., Monday through Friday, and all day Saturday and Sunday):

Miles	Business		Residential	
	1st Minute	Ea. Add'l Minute	1st Minute	Ea. Add'l Minute
0 - 12	\$0.0677	\$0.0569	\$0.0677	\$0.0569
13-16	\$0.0677	\$0.0569	\$0.0677	\$0.0569
17-20	\$0.0677	\$0.0569	\$0.0677	\$0.0569
21-25	\$0.1056	\$0.0853	\$0.1056	\$0.0853
26-30	\$0.1056	\$0.0853	\$0.1056	\$0.0853
31-40	\$0.1056	\$0.0853	\$0.1056	\$0.0853
41-50	\$0.1341	\$0.0948	\$0.1341	\$0.0948
51-70	\$0.1341	\$0.0948	\$0.1341	\$0.0948
71+	\$0.1625	\$0.1422	\$0.1625	\$0.1422

* - Grandfathered to existing customers at existing locations.

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Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

(T)

A. Local Exchange Service Rates (contd.)

20. Local/IntraLATA Operator Service Charges*

(T)

	Business Per Call	Residence Per Call
Station-to-Station		
Dial Calling Card	\$0.95	\$0.95
Operator	\$0.95	\$0.95
Person-to-Person	\$4.00	\$4.00
Busy Line Verification	\$1.20	\$1.20
Busy Line Interrupt	\$1.25	\$1.25

21. Directory Assistance

Residential directory assistance is three calls per billing cycle.

Local	\$0.46
National	\$1.10

* - Grandfathered to existing customers at existing locations.

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By:

Avi Lonstein, President
Airespring, Inc.
6060 Sepulveda Blvd.
Van Nuys, California 91411

Effective: April 4, 2011

Airespring, Inc.
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411-2512

Cal. P.U.C. Schedule 2-T
1st Revised Sheet 60
Replaces Original Sheet 60

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

B. Directory Listings Rates

	Business NRC	Business Monthly	Res. NRC	Res. Monthly
Non-Listed	n/a	n/a	n/a	n/a
Non-Published	n/a	\$0.28	n/a	\$0.28
Additional Listings	\$6.65	\$1.66	\$4.75	\$0.81

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

C. Emergency Services (Enhanced 911)

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

D. Promotional Offerings

The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. Promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. Promotional offerings are subject to the approval of the Commission.

E. Customer Service

Customer service is available 24 hours a day, seven days a week by calling 1-888-899-2789 or writing to Airespring, Inc., 6060 Sepulveda Blvd., Suite 220, Van Nuys, California 91411-2512.

(T)
(T)

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES

F. Universal Lifeline Telephone Service (ULTS)

ULTS Flat or Measured Establishment	Non-recurring Service Charge \$10.00
Measured Rate Allowance: 60 Untimed calls 61 and over - \$0.08 rate per Message	Recurring Monthly Rate \$2.85
Flat Rate	\$5.34

ULTS customers, pursuant to California Public Utilities Commission Resolution T-16010, must meet certain income requirements to be eligible to receive ULTS service. The annual income limitations follow:

Household Size	Income Limitation
1 - 2	\$19,300.00
3	\$22,800.00
4	\$27,400.00
For each additional household member	\$4,600.00

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

G. Analog Integrated T-1 Service

Analog Integrated T-1 Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's California Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

1. Terms and Conditions

- A.** Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- B.** Voice traffic takes priority over data traffic in mixed usage situations.
- C.** All calls originated on these circuits must be completed and billed to the customer by the Company.
- D.** Installation Fee includes installing the circuit and the connecting/testing of the the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

(N)

(N)

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

G. Analog Integrated T-1 Service, (Cont'd.)

(N)

2. Rates

A. Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

B. Installation Fees

Installation Fee 2 Year Term \$250.00

C. Monthly Service Fee (includes up to 24 voice channels)

Initial Pricing Tier	Zone 1		Zone 2	
	Monthly	2 Year Term	Monthly	2 Year Term
1.5 Mbps	N/A	\$220	N/A	\$260
3.0 Mbps	N/A	\$460	N/A	\$500
4.5 Mbps	N/A	\$630	N/A	\$670

1. Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above in Section I.2.C. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Zone 1	Zone 2
	2 Year Term	2 Year Term
1.5 Mbps	\$10	\$20
3.0 Mbps	\$10	\$20
4.5 Mbps	\$10	\$20

(N)

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

H. Local Integrated T-1/PRI Service

Local Integrated T-1/PRI Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services.

This service includes 1,000 minutes of local calling usage per line. Local service calls over the 1,000 included minutes will be billed at \$0.01 per minute. Optional intraLATA and interLATA long distance service is also available through rates provided in the Company's California Long Distance Tariff.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

1. Terms and Conditions

- A.** Integrated T-1/PRI Service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- B.** Voice traffic takes priority over data traffic in mixed usage situations.
- C.** All calls originated on these circuits must be completed and billed to the customer by the Company.
- D.** Installation Fee includes installing the circuit and the connecting/testing of the the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

(N)

(N)

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

H. Local Integrated T-1/PRI Service, (Cont'd.)

(N)

2. Rates

A. Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Fined Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

B. Installation Fees

Installation Fee 2 Year Term \$250.00

C. Monthly Service Fee (includes up to 24 voice channels)

Pricing Tier	Zone 1		Zone 2	
	Monthly	2 Year Term	Monthly	2 Year Term
1.5 Mbps	N/A	\$215	N/A	\$395
3.0 Mbps	N/A	\$470	N/A	\$655
4.5 Mbps	N/A	\$650	N/A	\$830

1. Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above in Section H.2.C. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Zone 1	Zone 2
	2 Year Term	2 Year Term
1.5 Mbps	\$10	\$20
3.0 Mbps	\$10	\$20
4.5 Mbps	\$10	\$20

(N)

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

I. Local SIP Trunking Service

Local SIP Trunking Service combines local and long distance telephone service. This service also provides the user with local and IntraLATA calling packages, optional calling features and various non-regulated services. Customer must have SIP enabled equipment to utilize this Local SIP Trunking Service option.

Local calls are billed in one (1) minute increments, long distance calls are billed an initial eighteen (18) seconds and six (6) seconds thereafter. All services require a minimum of a Two (2) Year Term Agreement. Cancellation of Term Agreement prior to the end of the term will result in early cancellation penalties being applied.

1. Terms and Conditions

- A.** Integrated T-1 service is provided by dedicated T-1 circuits and includes up to 24 voice channels.
- B.** Voice traffic takes priority over data traffic in mixed usage situations.
- C.** All calls originated on these circuits must be completed and billed to the customer by the Company.
- D.** Installation Fee includes installing the circuit and the connecting/testing of the the Company's supplied hardware. Company provided equipment must be returned at the end of the term agreement. Additional penalties will be assessed for non-returned or damaged equipment.

2. Rates

A. Complimentary Features – no charge

Advanced Call Forwarding	Anonymous Call Rejection
Call Forwarding	Call Return
Call Transfer	Call Waiting
Caller Block	Caller ID
Caller ID Blocking	Do Not Disturb
Find Me / Follow Me	Hunting
Message Waiting Audible Indicator	Repeat Dialing
Three Way Calling	Toll Blocking

(N)

(N)

Competitive Local Carrier

SERVICE DESCRIPTIONS AND RATES (CONT'D.)

I. Local SIP Trunking Service, (Cont'd.)

2. Rates, (Cont'd.)

B. Installation Fees

Installation Fee 2 Year Term \$250.00

C. Monthly Service Fee (includes up to 24 voice channels)

Pricing Tier	Zone 1		Zone 2	
	Monthly	2 Year Term	Monthly	2 Year Term
1.5 Mbps	N/A	\$199	N/A	\$199
3.0 Mbps	N/A	\$379	N/A	\$379
4.5 Mbps	N/A	\$549	N/A	\$549
6.0 Mbps	N/A	\$689	N/A	\$689
7.5 Mbps	N/A	\$969	N/A	\$969
9.0 Mbps	N/A	\$1,110	N/A	\$1,110
10.5 Mbps	N/A	\$1,229	N/A	\$1,229
12.0 Mbps	N/A	\$1,399	N/A	\$1,399

1. Each Additional Service Line - The rates below apply in addition to the Tiered Pricing provided above in Section I.2.C. Additional Service Lines cannot be ordered on a stand-alone basis but must be ordered in conjunction with the services provided above.

Pricing Tier	Zone 1	Zone 2
	2 Year Term	2 Year Term
All	\$10	\$20

D. DID Service Options

	Base Zone		Additional Rate Ctr.	
	NRC	Monthly	NRC	Monthly
20 DIDs	\$50	\$25	\$50	\$25
50 DIDs	\$125	\$50	\$125	\$50
10 DIDs	\$250	\$100	\$250	\$100

Advice Letter # 12
 Issued: April 1, 2011
 By:

Avi Lonstein, President
 Airespring, Inc.
 6060 Sepulveda Blvd.
 Van Nuys, California 91411

Effective: April 4, 2011

(N)

(N)

Competitive Local Carrier

SAMPLE FORMS

A. Sample New Customer Information Request

LETTER OF AGENCY
Account Information

Through my signature below, I verify that I am authorizing Airespring, Inc. ("Airespring") to become my new primary carrier for the provision of telecommunications services. I authorize Airespring to act as my agent to effectuate this change, and direct my current primary carrier to work with them to accomplish this change.

I understand that I must pay a charge of approximately \$5.00 to switch providers and should I desire to return to my former carrier, I may be required to pay an additional charge to reconnect to that company. I also understand that my new primary carrier may have different calling areas, rate and charges than my current primary carrier, and that by signing below I indicate that I understand those differences (if any) and am willing to be billed accordingly.

I authorize _____ to provide: (Check One)

_____ Long Distance
_____ Local Toll Service (where applicable)

To my telephone number(s) listed below:

I certify that I am at least eighteen years of age and that I have read and understand this letter of agency and that I am authorized to change telephone companies for services to the telephone numbers listed above. I am further authorizing Airespring to do a credit investigation and hold free from liability all creditors and other persons who may respond to "inquiries."

Authorized By Date

Company/Name (as on local phone bill)

Print Name, Title

D/B/A (If applicable)

Federal ID/Social Security Number

Billing Address

Physical Address

City/State/Zip Code

City/State/Zip Code

Month/Year business started

Trade Reference/Phone Number

Trade Reference/Phone Number

Airespring, Inc.
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411-2512

Cal. P.U.C. Schedule 2-T
1st Revised Sheet 64
Replaces Original Sheet 64

Competitive Local Carrier

SAMPLE FORMS

B. Sample Customer Bill

Account Number xxx xxx-xxxx xxx N xxxx	Statement Date Month Day, Year	CUSTOMER NAME Address Line 1 Address Line 2	Page 1
---	-----------------------------------	---	--------

Previous Charges	Amount of last bill	xx.xx
	Payment(s), Thank you. (Date)	xx.xx
	Balance	xx.xx

Current Charges	Page 2	xx.xx
	Total Average Cost Per Minute of Use	\$00.xx
		xx.xx

Total Due	Due by Month Day, Year	\$xx.xx
	LATE CHARGE REMINDER. A late charge may apply on Month Day if your payment has not been received.	
	Local services and Related Charges	\$21.14

Whom to Call: Customer Service: 888-899-2789

DETACH & RETURN THIS PORTION WITH PAYMENT

Statement Date	Month Day, Year	Account Number	xxx xxx xxxx xxx N xxxx
Payment Due	Month Day, Year	Total Due	\$xx.xx

Enter Amount Paid >>> **\$99.99**

Make Checks Payable to Airespring, Inc.

Company Codes and Bar Code

Customer Name
Address Line 1
Address Line 2

Competitive Local Carrier

SERVICE AGREEMENT - PAGE 1

AGREEMENT

Customer's agreement (the "Agreement") with Airespring, Inc. ("Carrier") consists of this Service Agreement, the current rates offered by Carrier and Customer's completed and accepted application for service and order form. By enrolling in, using or paying for Carrier's services, Customer agrees to the rates, charges and terms and conditions in this Agreement. This Agreement is not binding on Carrier unless and until Carrier accepts Customer's application for service.

Carrier may change this Agreement at any time. Carrier will notify Customer of any material change in this Agreement, in Customer's services or of an increase in rates or fees prior to the billing period in which the changes would go into effect, except for international rates, which may be changed on seven (7) days notice. Notification of any such change may be in the form of a bill insert or by a message within your invoice, by postcard or letter, by Carrier's calling and speaking to Customer or leaving a message for Customer, by postings on our website at www.airespring.com/terms, or by email.

This Agreement, including any state or federal tariffs filed by Airespring Inc., contains the entire Agreement between the parties, and there are no representations or promises which are not expressly set forth herein. This Agreement authorizes Carrier to provide and select local, long distance and/or other telecommunication services for the Customer, as noted on the application for service. Customer understands that Carrier utilizes various underlying carriers to provide network services for its Customers, and reserves the right, without consent of Customer, to change underlying carriers at any time during the term of the Agreement. Customer agrees that Airespring may request credit information from third parties and authorizes the release of such information as part of this application.

Upon completion of any initial or renewal term commitment, any cancellation request by customer must be provided in writing 45 days prior to cancellation.

Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or non-recoverable costs that were not disclosed to the Applicant by the Company before initiating service; provided that the Applicant will remain liable for authorized charges imposed by third parties and billed by the Company.

Consumers may cancel without termination fees or penalties any newly-constructed service within 30 days after the new service is initiated. This Rule does not relieve the subscriber from payment from special arrangements or services as explained in Section (A), above.

Competitive Local Carrier

SERVICE AGREEMENT - PAGE 2

CANCELLATION/DEFAULT

Carrier may at any time discontinue service, cancel an application for service, or require customer to deposit funds as security without incurring any liability for any of the following reasons:

- a) Non-payment by Customer of any sum due to Carrier for service for more than (25) days after date of invoice for such service
- b) For usage by Customer beyond the credit limit without the written consent of Carrier.
- c) If Customer provides false or misleading Customer credit, billing or other information.
- d) The filing of any voluntary or involuntary Petition in the bankruptcy court which names Customer as the debtor.
- e) If Customer terminates this Agreement prior to the end of the initial term or any renewal thereafter, or has service discontinued for failure to pay.
- f) If Carrier is ordered or requested to terminate service by a governmental entity.
- g) If Carrier detects fraudulent use of its services.

Customer is responsible for payment of all charges for services furnished to Customer. This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service, systems, equipment or facilities undertaken or caused by third parties, including without limitation Customer's employees.

PAYMENT AND BILLING

- a) Invoices will be payable upon receipt. It is understood that Carrier or its representative may impose a finance charge on delinquent amount as follows: an amount equal to the lesser of the maximum lawful rate of interest or one and one-half percent (1 1/2%) per month will accrue on any unpaid amount that is past due. An invoice is past due if any amount is not paid within 30 days after the date of the invoice.
- b) In the event of non-payment of any past due invoice due, all outstanding invoices, including any unbilled usage shall become immediately due and payable, and Customer shall be considered in default.
- c) If notice of a dispute as to charges is not received, in writing, by Carrier, within (30) days after date of invoice, such invoice shall be deemed to be correct and binding upon Customer. Customer must pay all undisputed charges per the terms of this Agreement.

TAXES

Any applicable sales, use, excise, public utility or other taxes, fees or regulatory costs, including without limitation E911-related fees or costs, or charges imposed on Carrier as a result of providing the Service ("Taxes") will be added to Carrier invoice as permitted or required by law. Additionally, Carrier may impose a recovery fee in order to recover costs associating with regulatory compliance by Carrier. Such a fee is not a tax. If Customer is exempt from payment of any Taxes, Customer may provide Carrier with an original Tax Exempt Document. Tax exemption will only apply to Taxes incurred after the date Carrier receives the Tax Exempt Document (Customer cannot receive credit for any Taxes already paid by). Customer represents that the address provided to Carrier for billing purposes is either Customer's residential or business street address.

Competitive Local Carrier

SERVICE AGREEMENT - PAGE 3

RATES

Carrier may revise the rates, monthly recurring and other charges in this Agreement at any time upon notice to Customer as provided above

LIABILITY

- a) Carrier is not liable for any act or omission of any other company or companies furnishing a portion of their services to Customer.
- b) Carrier shall not be liable for and Customer indemnifies and holds Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by Customer or by any other party or person, for any personal injury to or death of, any person or persons, and for and loss, damage, defacement or destruction of the premises of Customer or any other property, whether owned by Customer or others, caused or claimed to be caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of terminal(s) or other equipment that is not the direct result of Carrier's gross negligence or willful misconduct. No agents or employees of other carriers shall be deemed to be agents or employees of Carrier.

Carrier shall not be liable for any general, special, indirect, incidental, punitive or consequential damages, whatsoever, as a result of the services provided by the Carrier.

- c) Carrier is acting only as a reseller of services and equipment provided by third parties. Carrier's sole liability under this Agreement for interruption of service or failure of equipment shall be limited to that amount of Carrier's actual fixed charges incurred by Customer during the period of such interruption. Carrier shall not be liable for any interruption caused by the negligence or willful act or omission of Customer or any third party furnishing any portion of the service hereunder. CARRIER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT SHALL CARRIER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST REVENUES OR PROFITS, FAILURE OF 911 OR OTHER FEATURES, EVEN IF CARRIER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
- d) Customer shall be liable to Carrier for 1) any loss or theft or damage to any of Carrier's equipment located on Customer's premises, however caused, and 2) for any fraud arising from Customer's usage. Customer shall defend, indemnify, and hold Carrier harmless from any and all claims arising there from and for any claims for libel, slander, infringement of copyright, trademark, trade name or trade secret arising out of the contents of Customer's transmissions using Carrier's service and equipment. Customer shall be liable to Carrier for any legal fees and other costs incurred to enforce the terms of this Agreement, including those fees and costs incurred for the collection of delinquent accounts.
- e) This Agreement shall be governed by and construed in accordance with the laws of the State of California. Customer hereby irrevocably submits to the personal jurisdiction of any state or federal court sitting in the State of California, County of Los Angeles, in any suit, action or proceeding arising out of or relating to this Agreement. Customer hereby irrevocably waives, to the fullest

Competitive Local Carrier

SERVICE AGREEMENT - PAGE 4

extent permitted by applicable law, any objection which such party may raise now, or hereafter have, to the laying of the venue of any such suit, action or proceeding brought in such court and any claim that any such suit, action or proceeding brought in such a court has been brought in an inconvenient forum. CUSTOMER HEREBY EXPRESSLY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT AGAINST CUSTOMER RELATING TO THIS AGREEMENT.

- f) CUSTOMER IS LIABLE FOR ALL COMPLETED CALLS MADE UTILIZING CUSTOMER'S EQUIPMENT, WHETHER AUTHORIZED OR UNAUTHORIZED, AND REGARDLESS OF SUITABILITY FOR CUSTOMER'S APPLICATIONS, AND/OR ANY FAILURE OF OTHER NETWORK ELEMENTS OR SERVICES WHICH MAY IMPACT CUSTOMER'S ABILITY TO OPERATE. CUSTOMER SHALL NOT HOLD AIRESPRING LIABLE FOR ANY FRAUDULENT CALLS WHICH MAY OCCUR ON CUSTOMER'S SWITCHED, DEDICATED OR CALLING CARD SERVICES, INCLUDING ANY FRAUD RELATED TO UNAUTHORIZED ACCESS OF CUSTOMER'S TELECOMMUNICATIONS EQUIPMENT. AIRESPRING OR ITS UNDERLYING CARRIERS RESERVE THE RIGHT TO DISCONTINUE FURNISHING SERVICES, CANCEL THE CUSTOMER'S ACCOUNT, AND/OR BLOCK THE CUSTOMER'S ACCESS TO THE UNDERLYING CARRIER NETWORK, WITHOUT INCURRING ANY LIABILITY, IMMEDIATELY AND WITHOUT NOTICE IF THE COMPANY DEEMS THAT SUCH ACTION IS NECESSARY TO PREVENT OR TO PROTECT AGAINST FRAUD OR TO OTHERWISE PROTECT THE COMPANY'S PERSONNEL, AGENTS, FACILITIES OR SERVICES. REGARDLESS OF WHETHER OR NOT AIRESPRING BLOCKS SERVICE, CUSTOMER SHALL STILL BE FULLY LIABLE FOR ALL FRAUDULENT CALLS MADE.

ASSIGNMENT

Carrier may assign in whole or in part its rights or duties under the Agreement without prior notice to Customer and upon such assignment Carrier shall be released from all liability hereunder. Customer may assign the Agreement only with Carrier's prior written consent. Subject to this restriction, the Agreement shall inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective parties.

NOTICES

Written notices to Customer shall be considered given and received by Customer on the third day after the date deposited in the U.S. Mail addressed to the address of record in Carrier's billing records, or immediately upon delivery using electronic means such as e-mail or fax. Written notice to Carrier shall be considered given when received in writing at Carrier's corporate offices.

Upon completion of any initial or renewal term commitment, any cancellation request by customer must be provided in writing 45 days prior to cancellation.

SEVERABILITY

If any of the terms or conditions of this Agreement is held to be invalid or unenforceable by a government body of competent jurisdiction, the holding shall not affect any other term or condition of this Agreement, and the Agreement shall be construed as if it did not contain the invalid or unenforceable term or condition.

Airespring, Inc.
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411-2512

Cal. P.U.C. Schedule 2-T
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ENTIRE AGREEMENT

This Agreement, including the rates charged by Carrier and the application for service and order form, supersedes all prior representations, understandings or agreements on the subject matter of this Agreement. This Agreement may not be modified or waived except as described in this Agreement. If the express terms of any application for service and order form conflicts with the terms of this Service Agreement, then the conflicting terms of such application for service and order form shall govern.