
TITLE SHEET

AIRESPRING, INC.

COMPETITIVE TELECOMMUNICATIONS SERVICES

This tariff applies to the provision of Competitive Interexchange Services furnished by Airespring, Inc. with principal offices at 4825 Gaynor Avenue, Encino, California 91436. This tariff is on file with the Illinois Commerce Commission ("Commission") and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: October 25, 2002

EFFECTIVE: November 1, 2002

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
4825 Gaynor Avenue
Encino, California 91436

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Sheet Revision</u>
1	Original	21	First Revised*
2	First Revised*	22	First Revised*
3	Original	22.1	Original *
4	Original	22.2	Original *
5	Original	22.3	Original *
6	Original	22.4	Original *
7	Original	22.5	Original *
8	Original	23	Original
9	Original	24	First Revised*
10	Original	25	First Revised*
11	Original	26	Original *
12	Original	27	Original *
13	Original	28	Original *
14	Original	29	Original *
15	Original	30	Original *
16	Original	31	Original *
17	Original	32	Original *
18	Original	33	Original *
19	Original	34	Original *
20	Original	35	Original *
		36	Original *
		37	Original *
		38	Original *
		39	Original *
		40	Original *
		41	Original *
		42	Original *

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Avi Lonstein President
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TABLE OF CONTENTS

Title Sheet.....	01
Check Sheet.....	02
Table of Contents.....	03
Symbols.....	04
Tariff Format.....	05
Section 1: Definitions and Abbreviations.....	06
Section 2: Rules and Regulations.....	09
Section 3: Description of Service.....	19
Section 4: Rates and Charges.....	23

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- C - To signify changed regulation.
- D - Delete or discontinue.
- I - Change resulting in an increase to a customer's bill.
- M - Moved from another tariff location.
- N - New.
- R - Change resulting in a reduction to a customer's bill
- T - Change in text or regulation but no change in rate or charge

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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.
- 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 alphanumeric paragraph coding. Each level of coding is subservient to its 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 (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Airespring, Inc., unless specifically stated otherwise.

Company - Airespring, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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1.1 Definitions: (contd.)

Interexchange Utility - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Recurring amounts billed to customers for regulated services and equipment.

Suspension - Temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by Carrier.

Terminal Equipment - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

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2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.

2.4.3 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Carrier.

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2.4 Limitation of Liability (continued)

2.4.4 Carrier shall be indemnified and held harmless by the customer against:

- A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

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2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provision and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A. Placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

A. Deposits

The Company will not require a deposit from customers.

B. Advance Payments

The Company reserves the right to collect an advance payment from customers whose ability to pay for services is unknown. The advance payment will not exceed one (1) month's estimated charges which will be applied against the following month's actual charges and, if necessary, a new advance payment will be collected for the following month.

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.

B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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2.7 Customer Responsibility (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
 2. Interruptions of service for implementation of a customer order or change in service;
 3. Interruption caused by the negligence of the customer or his authorized user;
 4. Interruptions of service due to the failure of service resulting from customer provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins or before a completion of the minimum period agreed upon by the customer, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred by Carrier. If, based on such an order, any construction has either begun or been completed, but no services provided, the non-recoverable cost of construction shall be borne by the customer.

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2.7.6 Payment and Charges for Services

- A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.
- B. Payment is due within 15 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon five (5) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- G. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- H. Customers will be charged a fee for all dishonored checks issued to Carrier.

2.7.7 Application of Charges

The charge for service are those charges in effect for the period that service is furnished.

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2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.8.2 Cancellation of Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

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2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

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2.8 Responsibility of Carrier

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period are divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 Customer Complaint Procedure

The Company's Customer Service Representatives are available by calling toll free: 1-888-389-2899. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. Unresolved disputes may be directed to the attention of the Illinois Commerce Commission as follows:

Illinois Commerce Commission
527 East Capitol Avenue
P.O. Box 19280
Springfield, Illinois 62794-9280
Phone: (217) 524-5064

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Timing of Calls**

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day of the or any portion thereof that service is provided by Carrier after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted during peak use periods for all Feature Group D (1+) services.

3.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Service Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS) *

(C)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound 8XX Service *

(C)

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

Effective August 12, 2011, this service is grandfathered and only available to existing customers at existing locations without modification.

(N)

(N)

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Service Offerings, (Cont'd.)

(N)(M)

3.8.3 Switched Access Outbound and Inbound Service

A. Switched Access Outbound 1 Service

Airespring Switched Access Outbound 1 Service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

B. Switched Access Outbound 6 Service

Airespring Switched Access Outbound 6 service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

C. Switched Access Inbound 1 Service

Airespring Switched Access Inbound 1 service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

D. Switched Access Inbound 6 Service

Airespring Switched Access Inbound 6 service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

(N)(M)

Material previously found on this sheet is now located on Sheet 22.5

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Service Offerings, (Cont'd.)

3.8.4 Dedicated Access Outbound and Inbound Rates

A. Dedicated Access Outbound 6 Service

Airespring Dedicated Outbound 6 service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of six (6) seconds. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

B. Dedicated Access Inbound 6 Service

Airespring Dedicated Inbound 6 service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of six (6) seconds. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

Dedicated Access Lines are provided and billed to the Customer by the Company or by another Dedicated Access provider. Charges for Dedicated Access Lines are determined by the Dedicated Access provider.

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(N)

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.8 Service Offerings, (Cont'd.)****3.8.5 SIP Trunking Inbound and Outbound Rates****A. Local SIP Trunking Outbound LD Service**

Airespring Local SIP Trunking Outbound LD service provides Customers with the ability to make intrastate 1+ long distance calls within the state. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

B. Local SIP Trunking Inbound Toll Free Service

Airespring Local SIP Trunking Inbound Toll Free service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. The rate options and tiers listed in the table below provide the Customer the option of choosing one of the applicable rate plans based upon their monthly estimated usage.

C. LD SIP Blended Trunk Outbound LD Service

Airespring LD SIP Blended Trunk Outbound LD Service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options below provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

D. LD SIP Blended Trunk Inbound Toll Free Service

Airespring LD SIP Blended Trunk Inbound Toll Free Service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options below provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

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(N)

(N)

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Service Offerings, (Cont'd.)

3.8.6 Local and Integrated T-1 Service Offerings

A. Local and Integrated T-1 Outbound LD Service

Airespring Local and Integrated T-1 Outbound LD Service provides Customers with the ability to make intrastate 1+ long distance calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options below provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

B. Local and Integrated T-1 Inbound Toll Free Service

Airespring Local and Integrated T-1 Inbound Toll Free Service provides Customers with the ability to received intrastate toll free calls within the state. All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds. The base rate and tiered options below provide the customer the option of choosing one of the applicable rate plans based upon their monthly usage.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.8 Service Offerings, (Cont'd.)****3.8.7 Optional Rates and Tiered Pricing Summary**

Customers are offered services based upon the Options and Tier levels provided in the rate tables of this tariff. Customer rates are established based upon anticipated usage and term commitment established during the initial point of sale. The following information shall be used on all rate tables.

Customers may request that the Company review their billing levels and if applicable, move them to a different billing level based upon the actual billing. Customers that are eligible for a lower per minute billing rate will be moved to the newer rate but will not be eligible for retroactive credits between the actual billing levels and the billing levels established during the initial sales call and/or subsequent billing review.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.8 Service Offerings, (Cont'd.)

- | | | | |
|-------|---|-----|-------------------|
| 3.8.8 | <u>Travel Card Service</u> | (T) | (M) |
| | Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free access number and personal identification number issued by the Company. | |

(M) |
| 3.8.9 | <u>Directory Assistance</u> | (T) | (M) |
| | Listed telephone numbers are provided to customers upon request at a per call charge. | |
(M) |

Material now found on this sheet was previously located on Sheet 22.

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage is generally flat rated. However, if usage charges are determined by the time of day rate periods, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the increments stated in the product description.

4.1.3 Rounding

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

4.1.4 Taxes

All rates stated are exclusive of any applicable taxes.

ISSUED: October 25, 2002

EFFECTIVE: November 1, 2002

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
4825 Gaynor Avenue
Encino, California 91436

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.2 Switched Access Outbound and Inbound Rates* (C)

<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR \$0.0295	per minute \$0.0650 per minute
Plan VR \$0.0330	per minute \$0.0730 per minute

Billed with an initial 18 second increment and in 6 second increments thereafter.
Customers using less than \$15.00 per month will incur a monthly recurring charge of \$2.99.

4.3 Dedicated Access Rates * (C)4.3.1 Dedicated Non-Blended (Routing Advantage):Outbound Inbound

Plan SVR \$0.0230/min \$0.0310/min

Plan VR \$0.0260/min \$0.0350/min

Billed in 6 second increments.

Customers are required to sign a one-year term contract.

Monthly Commitment of \$3,000.00 required.

4.3.2 Dedicated Blended (Dedicated Plus):Outbound Inbound

Plan SVR \$0.0150/min \$0.0184/min

Plan VR \$0.0170/min \$0.0200/min

Billed with an initial 18 second increment and in 6 second increments thereafter.

Customers are required to sign a one-year term contract.

Monthly Commitment of \$3,000.00 required.

Effective August 12, 2011, this service is grandfathered and only available to existing Customers at existing locations without modification. (N)
(N)

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Switched Access Outbound and Inbound Service

4.3.1 Switched Access Outbound 1 Service

(N)(M)

A. Airespring Outbound A1

Option A

Per Minute Rates

	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	\$0.1005	\$0.0985	\$0.0965	\$0.0945
Option A-2	\$0.0904	\$0.0886	\$0.0868	\$0.0850
Option A-3	\$0.0837	\$0.0820	\$0.0804	\$0.0787
Option A-4	\$0.0803	\$0.0787	\$0.0771	\$0.0755

B. Airespring Outbound B1

Option B

Per Minute Rates

	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	\$0.0769	\$0.0754	\$0.0738	\$0.0723
Option B-2	\$0.0691	\$0.0677	\$0.0663	\$0.0650
Option B-3	\$0.0646	\$0.0633	\$0.0620	\$0.0607
Option B-4	\$0.0617	\$0.0605	\$0.0592	\$0.0580

C. Airespring Outbound C1

Option C

Per Minute Rates

	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	\$0.0477	\$0.0467	\$0.0458	\$0.0448
Option C-2	\$0.0438	\$0.0429	\$0.0420	\$0.0412
Option C-3	\$0.0410	\$0.0402	\$0.0394	\$0.0385
Option C-4	\$0.0399	\$0.0391	\$0.0383	\$0.0375

D. Airespring Outbound D1

Option D

Per Minute Rates

	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	\$0.0433	\$0.0424	\$0.0416	\$0.0407
Option D-2	\$0.0399	\$0.0391	\$0.0383	\$0.0375
Option D-3	\$0.0371	\$0.0364	\$0.0356	\$0.0349
Option D-4	\$0.0359	\$0.0352	\$0.0345	\$0.0337

(N)(M)

Material previously found on this sheet is now located on Sheet 42.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Switched Access Outbound and Inbound Service

4.3.2 Switched Access Outbound 6 Service

A. Airespring Outbound A6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0303	\$0.0297	\$0.0291	\$0.0285
Option A6-2	\$0.0270	\$0.0265	\$0.0259	\$0.0254
Option A6-3	\$0.0252	\$0.0247	\$0.0242	\$0.0237
Option A6-4	\$0.0240	\$0.0235	\$0.0230	\$0.0226
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0101	\$0.0099	\$0.0097	\$0.0095
Option A6-2	\$0.0090	\$0.0088	\$0.0086	\$0.0085
Option A6-3	\$0.0084	\$0.0082	\$0.0081	\$0.0079
Option A6-4	\$0.0080	\$0.0078	\$0.0077	\$0.0075

B. Airespring Outbound B6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0231	\$0.0226	\$0.0222	\$0.0217
Option B6-2	\$0.0207	\$0.0203	\$0.0199	\$0.0195
Option B6-3	\$0.0195	\$0.0191	\$0.0187	\$0.0183
Option B6-4	\$0.0186	\$0.0182	\$0.0179	\$0.0175
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0077	\$0.0075	\$0.0074	\$0.0072
Option B6-2	\$0.0069	\$0.0068	\$0.0066	\$0.0065
Option B6-3	\$0.0065	\$0.0064	\$0.0062	\$0.0061
Option B6-4	\$0.0062	\$0.0061	\$0.0060	\$0.0058

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Avi Lonstein President
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(N)

(N)

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Switched Access Outbound and Inbound Service, (Cont'd.)

4.3.2 Switched Access Outbound 6 Service, (Cont'd.)

C. Airespring Outbound C6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0144	\$0.0141	\$0.0138	\$0.0135
Option C6-2	\$0.0132	\$0.0129	\$0.0127	\$0.0124
Option C6-3	\$0.0123	\$0.0121	\$0.0118	\$0.0116
Option C6-4	\$0.0120	\$0.0118	\$0.0115	\$0.0113
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0048	\$0.0047	\$0.0046	\$0.0045
Option C6-2	\$0.0044	\$0.0043	\$0.0042	\$0.0041
Option C6-3	\$0.0041	\$0.0040	\$0.0039	\$0.0039
Option C6-4	\$0.0040	\$0.0039	\$0.0038	\$0.0038

D. Airespring Outbound D6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option D6-2	\$0.0120	\$0.0118	\$0.0115	\$0.0113
Option D6-3	\$0.0111	\$0.0109	\$0.0107	\$0.0104
Option D6-4	\$0.0108	\$0.0106	\$0.0104	\$0.0102
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0043	\$0.0042	\$0.0041	\$0.0040
Option D6-2	\$0.0040	\$0.0039	\$0.0038	\$0.0038
Option D6-3	\$0.0037	\$0.0036	\$0.0036	\$0.0035
Option D6-4	\$0.0036	\$0.0035	\$0.0035	\$0.0034

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Switched Access Outbound and Inbound Service, (Cont'd.)

4.3.3 Switched Access Inbound 1 Service

A. Airespring Inbound A1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	\$0.0433	\$0.0424	\$0.0416	\$0.0407
Option A-2	\$0.0399	\$0.0391	\$0.0383	\$0.0375
Option A-3	\$0.0371	\$0.0364	\$0.0356	\$0.0349
Option A-4	\$0.0359	\$0.0352	\$0.0345	\$0.0337

B. Airespring Inbound B1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	\$0.0433	\$0.0424	\$0.0416	\$0.0407
Option B-2	\$0.0399	\$0.0391	\$0.0383	\$0.0375
Option B-3	\$0.0371	\$0.0364	\$0.0356	\$0.0349
Option B-4	\$0.0359	\$0.0352	\$0.0345	\$0.0337

C. Airespring Inbound C1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	\$0.0433	\$0.0424	\$0.0416	\$0.0407
Option C-2	\$0.0399	\$0.0391	\$0.0383	\$0.0375
Option C-3	\$0.0371	\$0.0364	\$0.0356	\$0.0349
Option C-4	\$0.0359	\$0.0352	\$0.0345	\$0.0337

D. Airespring Inbound D1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	\$0.0433	\$0.0424	\$0.0416	\$0.0407
Option D-2	\$0.0399	\$0.0391	\$0.0383	\$0.0375
Option D-3	\$0.0371	\$0.0364	\$0.0356	\$0.0349
Option D-4	\$0.0359	\$0.0352	\$0.0345	\$0.0337

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(N)

(N)

SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Switched Access Outbound and Inbound Service, (Cont'd.)

4.3.4 Switched Access Inbound 6 Service

A. Airespring Inbound A6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option A6-2	\$0.0120	\$0.0118	\$0.0115	\$0.0113
Option A6-3	\$0.0111	\$0.0109	\$0.0107	\$0.0104
Option A6-4	\$0.0108	\$0.0106	\$0.0104	\$0.0102
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0043	\$0.0042	\$0.0041	\$0.0040
Option A6-2	\$0.0040	\$0.0039	\$0.0038	\$0.0038
Option A6-3	\$0.0037	\$0.0036	\$0.0036	\$0.0035
Option A6-4	\$0.0036	\$0.0035	\$0.0035	\$0.0034

B. Airespring Inbound B6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option B6-2	\$0.0120	\$0.0118	\$0.0115	\$0.0113
Option B6-3	\$0.0111	\$0.0109	\$0.0107	\$0.0104
Option B6-4	\$0.0108	\$0.0106	\$0.0104	\$0.0102
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0043	\$0.0042	\$0.0041	\$0.0040
Option B6-2	\$0.0040	\$0.0039	\$0.0038	\$0.0038
Option B6-3	\$0.0037	\$0.0036	\$0.0036	\$0.0035
Option B6-4	\$0.0036	\$0.0035	\$0.0035	\$0.0034

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.3 Switched Access Outbound and Inbound Service, (Cont'd.)

4.3.4 Switched Access Inbound 6 Service, (Cont'd.)

C. Airespring Inbound C6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option C6-2	\$0.0120	\$0.0118	\$0.0115	\$0.0113
Option C6-3	\$0.0111	\$0.0109	\$0.0107	\$0.0104
Option C6-4	\$0.0108	\$0.0106	\$0.0104	\$0.0102
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0043	\$0.0042	\$0.0041	\$0.0040
Option C6-2	\$0.0040	\$0.0039	\$0.0038	\$0.0038
Option C6-3	\$0.0037	\$0.0036	\$0.0036	\$0.0035
Option C6-4	\$0.0036	\$0.0035	\$0.0035	\$0.0034

D. Airespring Inbound D6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option D6-2	\$0.0120	\$0.0118	\$0.0115	\$0.0113
Option D6-3	\$0.0111	\$0.0109	\$0.0107	\$0.0104
Option D6-4	\$0.0108	\$0.0106	\$0.0104	\$0.0102
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0043	\$0.0042	\$0.0041	\$0.0040
Option D6-2	\$0.0040	\$0.0039	\$0.0038	\$0.0038
Option D6-3	\$0.0037	\$0.0036	\$0.0036	\$0.0035
Option D6-4	\$0.0036	\$0.0035	\$0.0035	\$0.0034

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 Dedicated Access Outbound and Inbound Rates

4.4.1 Dedicated Access Outbound 6 Service

A. Airespring Dedicated Outbound A1

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00255	\$0.00250	\$0.00246	\$0.00242	\$0.00238	\$0.00232
Option A-2	\$0.00236	\$0.00231	\$0.00228	\$0.00224	\$0.00221	\$0.00215
Option A-3	\$0.00215	\$0.00211	\$0.00207	\$0.00204	\$0.00201	\$0.00196
Option A-4	\$0.00198	\$0.00194	\$0.00191	\$0.00188	\$0.00185	\$0.00180
Option A-5	\$0.00187	\$0.00183	\$0.00180	\$0.00178	\$0.00175	\$0.00170
Option A-6	\$0.00177	\$0.00173	\$0.00171	\$0.00168	\$0.00165	\$0.00161

B. Airespring Dedicated Outbound B1

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option B-1	\$0.00206	\$0.00202	\$0.00199	\$0.00196	\$0.00193	\$0.00187
Option B-2	\$0.00191	\$0.00187	\$0.00184	\$0.00181	\$0.00178	\$0.00174
Option B-3	\$0.00174	\$0.00171	\$0.00168	\$0.00165	\$0.00163	\$0.00158
Option B-4	\$0.00160	\$0.00157	\$0.00154	\$0.00152	\$0.00150	\$0.00146
Option B-5	\$0.00151	\$0.00148	\$0.00146	\$0.00143	\$0.00141	\$0.00137
Option B-6	\$0.00143	\$0.00140	\$0.00138	\$0.00136	\$0.00134	\$0.00130

C. Airespring Dedicated Outbound C1

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option C-1	\$0.00189	\$0.00185	\$0.00182	\$0.00180	\$0.00177	\$0.00172
Option C-2	\$0.00169	\$0.00165	\$0.00163	\$0.00160	\$0.00158	\$0.00154
Option C-3	\$0.00139	\$0.00136	\$0.00134	\$0.00132	\$0.00130	\$0.00126
Option C-4	\$0.00129	\$0.00126	\$0.00124	\$0.00123	\$0.00121	\$0.00117
Option C-5	\$0.00119	\$0.00117	\$0.00115	\$0.00113	\$0.00111	\$0.00108
Option C-6	\$0.00109	\$0.00107	\$0.00105	\$0.00104	\$0.00102	\$0.00099

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.4 Dedicated Access Outbound and Inbound Rates, (Cont'd.)

4.4.2 Dedicated Access Inbound 6 Service

A. Airespring Dedicated Inbound A6

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00289	\$0.00283	\$0.00279	\$0.00275	\$0.00270	\$0.00263
Option A-2	\$0.00267	\$0.00262	\$0.00258	\$0.00254	\$0.00250	\$0.00243
Option A-3	\$0.00244	\$0.00239	\$0.00235	\$0.00232	\$0.00228	\$0.00222
Option A-4	\$0.00224	\$0.00220	\$0.00216	\$0.00213	\$0.00209	\$0.00204
Option A-5	\$0.00211	\$0.00207	\$0.00204	\$0.00200	\$0.00197	\$0.00192
Option A-6	\$0.00200	\$0.00196	\$0.00193	\$0.00190	\$0.00187	\$0.00182

B. Airespring Dedicated Inbound B6

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option B-1	\$0.00273	\$0.00268	\$0.00263	\$0.00259	\$0.00255	\$0.00248
Option B-2	\$0.00253	\$0.00248	\$0.00244	\$0.00240	\$0.00236	\$0.00230
Option B-3	\$0.00231	\$0.00226	\$0.00223	\$0.00219	\$0.00216	\$0.00210
Option B-4	\$0.00212	\$0.00208	\$0.00205	\$0.00201	\$0.00198	\$0.00193
Option B-5	\$0.00200	\$0.00196	\$0.00193	\$0.00190	\$0.00187	\$0.00182
Option B-6	\$0.00190	\$0.00186	\$0.00183	\$0.00181	\$0.00178	\$0.00173

C. Airespring Dedicated Inbound C6

	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option C-1	\$0.00211	\$0.00207	\$0.00204	\$0.00200	\$0.00197	\$0.00192
Option C-2	\$0.00195	\$0.00191	\$0.00188	\$0.00185	\$0.00182	\$0.00177
Option C-3	\$0.00178	\$0.00174	\$0.00172	\$0.00169	\$0.00166	\$0.00162
Option C-4	\$0.00163	\$0.00160	\$0.00157	\$0.00155	\$0.00152	\$0.00148
Option C-5	\$0.00154	\$0.00151	\$0.00149	\$0.00146	\$0.00144	\$0.00140
Option C-6	\$0.00146	\$0.00143	\$0.00141	\$0.00139	\$0.00137	\$0.00133

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(N)

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 SIP Trunking Inbound and Outbound Rates

4.5.1 Local SIP Trunking Outbound LD Service

A. Per Minute Rates

All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01210	\$0.01185	\$0.01161	\$0.01137	\$0.01113
Option A-2	\$0.01119	\$0.01096	\$0.01074	\$0.01051	\$0.01029
Option A-3	\$0.01021	\$0.01001	\$0.00980	\$0.00960	\$0.00939
Option A-4	\$0.00936	\$0.00918	\$0.00899	\$0.00880	\$0.00862
Option A-5	\$0.00884	\$0.00867	\$0.00849	\$0.00831	\$0.00814

B. Per Period Rates

All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0363	\$0.0356	\$0.0348	\$0.0341	\$0.0334
Option A-2	\$0.0336	\$0.0329	\$0.0322	\$0.0316	\$0.0309
Option A-3	\$0.0306	\$0.0300	\$0.0294	\$0.0288	\$0.0282
Option A-4	\$0.0281	\$0.0275	\$0.0270	\$0.0264	\$0.0258
Option A-5	\$0.0265	\$0.0260	\$0.0255	\$0.0249	\$0.0244
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0012	\$0.0012	\$0.0012	\$0.0011	\$0.0011
Option A-2	\$0.0011	\$0.0011	\$0.0011	\$0.0011	\$0.0010
Option A-3	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0009
Option A-4	\$0.0009	\$0.0009	\$0.0009	\$0.0009	\$0.0009
Option A-5	\$0.0009	\$0.0009	\$0.0008	\$0.0008	\$0.0008

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 SIP Trunking Inbound and Outbound Rates, (Cont'd.)

4.5.2 Local SIP Trunking Inbound Toll Free Service

A. Per Minute Rates

All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute.

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0211	\$0.0206	\$0.0202	\$0.0198	\$0.0194
Option A-2	\$0.0195	\$0.0191	\$0.0187	\$0.0183	\$0.0179
Option A-3	\$0.0178	\$0.0174	\$0.0171	\$0.0167	\$0.0164
Option A-4	\$0.0163	\$0.0160	\$0.0157	\$0.0153	\$0.0150
Option A-5	\$0.0154	\$0.0151	\$0.0148	\$0.0145	\$0.0142

B. Per Period Rates

All calls are billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0363	\$0.0356	\$0.0348	\$0.0341	\$0.0334
Option A-2	\$0.0336	\$0.0329	\$0.0322	\$0.0316	\$0.0309
Option A-3	\$0.0306	\$0.0300	\$0.0294	\$0.0288	\$0.0282
Option A-4	\$0.0281	\$0.0275	\$0.0270	\$0.0264	\$0.0258
Option A-5	\$0.0265	\$0.0260	\$0.0255	\$0.0249	\$0.0244
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0021	\$0.0021	\$0.0020	\$0.0020	\$0.0019
Option A-2	\$0.0019	\$0.0019	\$0.0019	\$0.0018	\$0.0018
Option A-3	\$0.0018	\$0.0017	\$0.0017	\$0.0017	\$0.0016
Option A-4	\$0.0016	\$0.0016	\$0.0016	\$0.0015	\$0.0015
Option A-5	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0014

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.5 SIP Trunking Inbound and Outbound Rates, (Cont'd.)

4.5.3 LD SIP Blended Trunk Outbound LD Service

Initial Period	Per Period Rates				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.005670	\$0.005560	\$0.005470	\$0.005390	\$0.005300
Option A-2	\$0.005060	\$0.004960	\$0.004880	\$0.004810	\$0.004730
Option A-3	\$0.004170	\$0.004090	\$0.004020	\$0.003960	\$0.003900
Option A-4	\$0.003870	\$0.003790	\$0.003730	\$0.003680	\$0.003620
Option A-5	\$0.003570	\$0.003500	\$0.003450	\$0.003390	\$0.003340
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.001890	\$0.001850	\$0.001820	\$0.001800	\$0.001770
Option A-2	\$0.001688	\$0.001650	\$0.001630	\$0.001600	\$0.001580
Option A-3	\$0.001390	\$0.001360	\$0.001340	\$0.001320	\$0.001300
Option A-4	\$0.001290	\$0.001260	\$0.001240	\$0.001230	\$0.001210
Option A-5	\$0.001190	\$0.001170	\$0.001150	\$0.001130	\$0.001110

4.5.4 LD SIP Blended Trunk Inbound Toll Free Service

Initial Period	Per Period Rates				
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.016470	\$0.016140	\$0.015890	\$0.015650	\$0.015400
Option A-2	\$0.015240	\$0.014940	\$0.014710	\$0.014480	\$0.014250
Option A-3	\$0.013920	\$0.013640	\$0.013430	\$0.013220	\$0.013020
Option A-4	\$0.012750	\$0.012500	\$0.012300	\$0.012110	\$0.011920
Option A-5	\$0.012060	\$0.011820	\$0.011640	\$0.011460	\$0.011280
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.005490	\$0.005380	\$0.005300	\$0.005220	\$0.005130
Option A-2	\$0.005079	\$0.004980	\$0.004900	\$0.004830	\$0.004750
Option A-3	\$0.004640	\$0.004550	\$0.004480	\$0.004410	\$0.004340
Option A-4	\$0.004250	\$0.004170	\$0.004100	\$0.004040	\$0.003970
Option A-5	\$0.004020	\$0.003940	\$0.003880	\$0.003820	\$0.003760

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.6 Local and Integrated T-1 Service Offerings

4.6.1 Local and Integrated T-1 Outbound LD Service

A. Local and Integrated T-1 Option A

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01110	\$0.03650	\$0.03570	\$0.03500	\$0.03420
Option A-2	\$0.01030	\$0.01090	\$0.01070	\$0.01040	\$0.01020
Option A-3	\$0.00930	\$0.01010	\$0.00990	\$0.00970	\$0.00950
Option A-4	\$0.00870	\$0.00910	\$0.00890	\$0.00870	\$0.00860
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.00370	\$0.00360	\$0.00360	\$0.00350	\$0.00340
Option A-2	\$0.00344	\$0.00340	\$0.00330	\$0.00320	\$0.00320
Option A-3	\$0.00310	\$0.00300	\$0.00300	\$0.00290	\$0.00290
Option A-4	\$0.00290	\$0.00280	\$0.00280	\$0.00270	\$0.00270

B. Local and Integrated T-1 Option B

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.01170	\$0.03820	\$0.03740	\$0.03670	\$0.03590
Option B-2	\$0.01050	\$0.01150	\$0.01120	\$0.01100	\$0.01080
Option B-3	\$0.00960	\$0.01030	\$0.01010	\$0.00990	\$0.00970
Option B-4	\$0.00870	\$0.00940	\$0.00920	\$0.00900	\$0.00880
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.00390	\$0.00380	\$0.00370	\$0.00370	\$0.00360
Option B-2	\$0.00350	\$0.00340	\$0.00340	\$0.00330	\$0.00320
Option B-3	\$0.00320	\$0.00310	\$0.00310	\$0.00300	\$0.00290
Option B-4	\$0.00290	\$0.00280	\$0.00280	\$0.00270	\$0.00270

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.6 Local and Integrated T-1 Service Offerings, (Cont'd.)

(N)

4.6.1 Local and Integrated T-1 Outbound LD Price, (Cont'd.)

C. Local and Integrated T-1 Option C

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00600	\$0.01920	\$0.01880	\$0.01840	\$0.01800
Option C-2	\$0.00540	\$0.00590	\$0.00580	\$0.00560	\$0.00550
Option C-3	\$0.00510	\$0.00530	\$0.00520	\$0.00510	\$0.00500
Option C-4	\$0.00450	\$0.00500	\$0.00490	\$0.00480	\$0.00470
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00200	\$0.00200	\$0.00190	\$0.00190	\$0.00180
Option C-2	\$0.00180	\$0.00180	\$0.00170	\$0.00170	\$0.00170
Option C-3	\$0.00170	\$0.00170	\$0.00160	\$0.00160	\$0.00160
Option C-4	\$0.00150	\$0.00150	\$0.00140	\$0.00140	\$0.00140

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00360	\$0.01190	\$0.01160	\$0.01140	\$0.01110
Option D-2	\$0.00330	\$0.00350	\$0.00350	\$0.00340	\$0.00330
Option D-3	\$0.00300	\$0.00320	\$0.00320	\$0.00310	\$0.00300
Option D-4	\$0.00270	\$0.00290	\$0.00290	\$0.00280	\$0.00280
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00120	\$0.00120	\$0.00120	\$0.00110	\$0.00110
Option D-2	\$0.00110	\$0.00110	\$0.00110	\$0.00100	\$0.00100
Option D-3	\$0.00100	\$0.00100	\$0.00100	\$0.00090	\$0.00090
Option D-4	\$0.00090	\$0.00090	\$0.00090	\$0.00080	\$0.00080

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.6 Local and Integrated T-1 Service Offerings, (Cont'd.)

4.6.2 Local and Integrated T-1 Inbound Toll Free Service

A. Local and Integrated T-1 Option A

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01770	\$0.05750	\$0.05640	\$0.05520	\$0.05400
Option A-2	\$0.01630	\$0.01730	\$0.01700	\$0.01660	\$0.01630
Option A-3	\$0.01500	\$0.01600	\$0.01560	\$0.01530	\$0.01500
Option A-4	\$0.01350	\$0.01470	\$0.01440	\$0.01410	\$0.01380
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.00590	\$0.00580	\$0.00570	\$0.00550	\$0.00540
Option A-2	\$0.00543	\$0.00530	\$0.00520	\$0.00510	\$0.00500
Option A-3	\$0.00500	\$0.00490	\$0.00480	\$0.00470	\$0.00460
Option A-4	\$0.00450	\$0.00440	\$0.00430	\$0.00420	\$0.00410

2. Local and Integrated T-1 Option B

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.01500	\$0.04940	\$0.04840	\$0.04740	\$0.04640
Option B-2	\$0.01410	\$0.01470	\$0.01440	\$0.01410	\$0.01380
Option B-3	\$0.01290	\$0.01380	\$0.01350	\$0.01330	\$0.01300
Option B-4	\$0.01170	\$0.01260	\$0.01240	\$0.01210	\$0.01190
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.00500	\$0.00490	\$0.00480	\$0.00470	\$0.00460
Option B-2	\$0.00470	\$0.00460	\$0.00450	\$0.00440	\$0.00430
Option B-3	\$0.00430	\$0.00420	\$0.00410	\$0.00400	\$0.00400
Option B-4	\$0.00390	\$0.00380	\$0.00370	\$0.00370	\$0.00360

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.6 Local and Integrated T-1 Service Offerings, (Cont'd.)

(N)

4.6.2 Local and Integrated T-1 Inbound Toll Free Service, (Cont'd.)

C. Local and Integrated T-1 Option C

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00780	\$0.02510	\$0.02460	\$0.02410	\$0.02360
Option C-2	\$0.00720	\$0.00760	\$0.00750	\$0.00730	\$0.00720
Option C-3	\$0.00660	\$0.00710	\$0.00690	\$0.00680	\$0.00660
Option C-4	\$0.00600	\$0.00650	\$0.00630	\$0.00620	\$0.00610
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00260	\$0.00250	\$0.00250	\$0.00240	\$0.00240
Option C-2	\$0.00240	\$0.00240	\$0.00230	\$0.00230	\$0.00220
Option C-3	\$0.00220	\$0.00220	\$0.00210	\$0.00210	\$0.00200
Option C-4	\$0.00200	\$0.00200	\$0.00190	\$0.00190	\$0.00180

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00630	\$0.02060	\$0.02020	\$0.01980	\$0.01940
Option D-2	\$0.00570	\$0.00620	\$0.00600	\$0.00590	\$0.00580
Option D-3	\$0.00540	\$0.00560	\$0.00550	\$0.00540	\$0.00520
Option D-4	\$0.00480	\$0.00530	\$0.00520	\$0.00510	\$0.00500
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00210	\$0.00210	\$0.00200	\$0.00200	\$0.00190
Option D-2	\$0.00190	\$0.00190	\$0.00180	\$0.00180	\$0.00170
Option D-3	\$0.00180	\$0.00180	\$0.00170	\$0.00170	\$0.00170
Option D-4	\$0.00160	\$0.00160	\$0.00150	\$0.00150	\$0.00150

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.7 Optional Rates and Tiered Pricing Summary

4.7.1 Switched Access Rate Options

A. Option Levels

Options	Monthly Revenue Commitment			
	Option A	Option B	Option C	Option D
Option #-1	< than \$100	< than \$300	< than \$600	< than \$900
Option #-2	< than \$150	< than \$350	< than \$650	< than \$950
Option #-3	< than \$175	< than \$375	< than \$675	< than \$975
Option #-4	< than \$200	< than \$400	< than \$700	< than \$1,000

B. Tier Levels

Tiers	Verbal Term Commitment			
	Option A	Option B	Option C	Option D
Tier 1	Monthly	Monthly	Monthly	Monthly
Tier 2	6 Months	6 Months	6 Months	6 Months
Tier 3	12 Month	12 Month	12 Month	12 Month
Tier 4	18 Months	18 Months	18 Months	18 Months

- Corresponds to Option A, B, C or D in the various tables.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

4.7 Optional Rates and Tiered Pricing Summary, (Cont'd.)

4.7.2 Dedicated Access Rate Options

A. Option Levels

Options	Monthly Revenue Commitment			
	Option A	Option B	Option C	Option D
Option #-1	< than \$1,000	< than \$3,000	< than \$6,000	< than \$9,000
Option #-2	< than \$1,300	< than \$3,300	< than \$6,300	< than \$9,300
Option #-3	< than \$1,600	< than \$3,600	< than \$6,600	< than \$9,600
Option #-4	< than \$2,000	< than \$4,000	< than \$7,000	\$9,600 +

B. Tier Levels

Tiers	Term Commitment			
	Option A	Option B	Option C	Option D
Tier 1	One Year	One Year	One Year	One Year
Tier 2	Two Years	Two Years	Two Years	Two Years
Tier 3	Three Years	Three Years	Three Years	Three Years
Tier 4	Four Years	Four Years	Four Years	Four Years

- Corresponds to Option A, B, C or D in the various tables.

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SECTION 4 - RATES AND CHARGES, (CONT'D.)

- | | | | |
|------|--|-----|-----|
| 4.8 | <u>PICC Charge</u> | (T) | (M) |
| | \$4.31 per month. Applies to business customers only. | | |
| 4.9 | <u>Directory Assistance</u> | (T) | |
| | \$0.99 per call. | | |
| 4.10 | <u>Late Payment Penalty</u> | (T) | |
| | Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff. | | |
| 4.11 | <u>Returned Check Charge</u> | (T) | |
| | Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged \$15.00 per check. | | |
| 4.12 | <u>Special Promotions</u> | (T) | |
| | Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion. | | |
| 4.13 | <u>Pay Telephone (Payphone) Surcharge</u> | (T) | |
| | A \$0.25 surcharge shall be assessed for each call made from a pay telephone to an 800 number or using a travel card and dialing the carrier prefix in the form 101XXXX. Although collected on the customer's bill, this charge is reimbursed to pay telephone service provider. | | (M) |

Material now found on this sheet was previously located on Sheet 25.

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