

TITLE SHEET

Airespring, Inc.

KANSAS INTEREXCHANGE TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Airespring, Inc. with principal offices at 6060 Sepulveda Blvd., Suite 220, Van Nuys, California 91411-2512. This tariff is on file with the Kansas Corporation Commission (the "Commission") and copies may be inspected during normal business hours at the Company's principal place of business or at the Commission's headquarters, 1500 SW Arrowhead Road, Topeka, KS 66604-4027 (800-662-0027).

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EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
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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 page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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SYMBOLS

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

- C - to signify change in regulation
- D - to signify deletion
- I - to signify rate increase
- L - to signify material relocated in the tariff
- N - to signify new rate or regulation
- R - to signify a rate reduction
- T - to signify a change in text, but no change in rate or regulation

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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 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.

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

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

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

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.

Commission - Used throughout this tariff to mean the Kansas Corporation Commission.

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

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1.1 Definitions: (continued)

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.

Disconnection - The disabling of circuitry preventing outgoing toll communication service provided by Carrier.

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.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

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).

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1.1 Definitions: (continued)

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

Network Terminal - Any location where carrier provides services described herein.

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.

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

LDA - Local Distribution 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**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for telecommunications between points within the State of Kansas. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company, consistent with the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.2 Limitations on Service

- 2.2.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the services of underlying common carriers subject to the jurisdiction of the Commission.
- 2.2.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.2.3 The Company reserves the right to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; or when the use of service becomes or is in violation of the law or the provisions of this tariff. The Company will not provide additional service nor connect new customers to any system which would compound a shortage condition until the problem has been identified and relief implemented.

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2.3 Use of Service

- 2.3.1 Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in Section 2.2.
- 2.3.2 The use of services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.3.3 the use of services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.3.4 Services are available for use twenty-four hours per day, seven days per week.
- 2.3.5 The Company's services may be denied for nonpayment of charges or for violations of this tariff.
- 2.3.6 Customers shall not use the service provided under this tariff for any known unlawful purpose.
- 2.3.7 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.4 Limitation of Liability

- 2.4.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff, if caused by the underlying carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, unless due to the Company's negligence or willful act.
- 2.4.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.4.3 No agent or employee of any other carrier or entity shall be deemed an agent or employee of the Company.

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2.4 Limitation of Liability (continued)

2.4.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.4.5 The Company shall not be liable for any loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service, unless such liability is the result of the negligent or intentional act or omission by the Company.

2.5 Customer Responsibility

2.5.1 The customer is responsible for placing any necessary orders for service and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.5.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.5.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.5.4 The Company is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.5.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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2.5 Customer Responsibility (contd.)

- 2.5.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.5.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by the negligence or willful act of the Customer, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.5.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.5.9 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the services.

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2.6 Cancellation or Interruption of Services

2.6.1 The Company may discontinue service to a Customer or may withhold the provision of ordered or contracted services as follows:

2.6.1.A Upon seven (7) days notice for nonpayment of any sum due for more than thirty (30) days after issuance of the bill for the amount due.

2.6.1.B Immediately for violation of any of the provisions of this tariff.

2.6.1.C Immediately by reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

2.6.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and Company equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.6.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorizations code to replace the one that has been deactivated.

2.6.4 The Customer may terminate service upon reasonable notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.7 Credit Allowance

2.7.1 Credit may be given for disputed calls, on a per call basis.

2.7.2 Credit shall not be issued for unavailability of long distance services.

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2.8 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 Deposits

The Company does not require deposits.

2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer.

2.10.3 All bills are presumed accurate, and shall be binding on the Customer unless objection is received by the Company in writing or verbal notice within a reasonable amount of time after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company orally or in writing.

2.11 Collection Costs

In the event the Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

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2.13 Late Charge

A fee of 1.5% or the amount otherwise authorized by law, whichever is lower, will be charged on any invoiced amount due for more than thirty (30) days. The fee will not be assessed on any amount previously assessed a late fee.

2.14 Returned Check Charge

A fee will be charged and noted on the customer bill whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. The amount of the returned check charge is set forth in Section 4.5.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Computation of Charges**

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rate Section of this tariff. All calls are rounded up to the next highest whole minute.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V&H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the underlying carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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3.1.4 Rate Periods

Time Periods	Monday - Friday	Saturday	Sunday
8:00 a.m. to 5:00 p.m. *	Daytime Rate Period		
5:00 p.m. to 11:00 p.m. *	Evening Rate Period		Evening Rate Period
11:00 p.m. to 8:00 a.m. *	Night and Weekend Rate Period		

* to, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Airespring, Inc.
6060 Sepulveda Blvd.
Suite 220
Van Nuys, CA 91411
Ph. (818) 786-8990
1-888-899-2789 (toll free)

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% for all services.

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3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name, and toll-free telephone number will appear on all customer bills.

3.5 Service Offerings

The Company provides the following services:

3.5.1 1+ Dialing or Message Toll Service (MTS)

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by ten digits, or dials a "101XXXX" access code followed by 1 + ten digits.

3.5.2 8XX Service (Toll Free)

This service is inbound calling only where an 800, 888, or other toll free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

3.5.3 Travel Card Service

The Customer utilizes an 11 digit "toll free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.4 Directory Assistance

Access to long distance directory assistance is obtained by dialing 1+ (area code) + 555-1212 for all listings. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.5 Specialized Pricing Arrangements

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis. All such specialized pricing arrangements will be filed with the Commission.

3.5.6 Emergency Call Handling Procedures

Emergency "911" calls are not routed to the Company, but are completed through the local network at no charge.

3.5.7 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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SECTION 4 - RATES AND CHARGES4.1 Switched Access Outbound and Inbound Rates

	<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR	\$0.1990 per minute	\$0.1440 per minute
Plan VR	\$0.1250 per minute	\$0.1630 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.

4.2 Dedicated Access Rates4.2.1 Dedicated Non-Blended (Routing Advantage):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0760/min	\$0.0640/min
Plan VR	\$0.0860/min	\$0.0720/min

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

4.2.2 Dedicated Blended (Dedicated Plus):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0620/min	\$0.0648/min
Plan VR	\$0.0700/min	\$0.0730/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.

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4.3 Directory Assistance

\$0.89 per call.

4.4 Reconnection Charge

\$10.00 per account per occurrence.

4.5 Returned Check Charge

\$25.00 per occurrence.

4.6 Payphone Dial Around Surcharge

A dial around surcharge of \$0.55 per call will be added to any completed intrastate toll access code and subscriber 8XX type calls placed from a public or semi-public payphone.

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