

TITLE SHEET

AIRESPRING, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Airespring, Inc., 15350 Sherman Way, Suite 492, Van Nuys, California 91406. This tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

The Company's toll free telephone number is 1-888-389-2899.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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 sheets of tariff and are effective as of the date stated on the bottom of each page.

Sheet	Revision	Sheet	Revision
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

ISSUED: August 27, 2003
EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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.....	22

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation But No Change In Rate or Charge

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. 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 MN P.U.C. 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 MN P.U.C., 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 MN P.U.C..

ISSUED: August 27, 2003**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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.

Commission - The Minnesota Public Utilities Commission.

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.

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

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

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

1.1 Definitions: (continued)

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.

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.

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.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

SECTION 2 - RULES AND REGULATIONS**2.1 Carrier Undertaking**

Carrier provides interexchange long distance 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 network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in this tariff, and are available twenty-four (24) hours per day, seven (7) days per week.

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.

ISSUED: August 27, 2003**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless specifically stated in the service description.

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 of arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, which are not caused by the negligence of the carrier, 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 the mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.4.2 Carrier 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 the 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 so as to not interfere with the services provided by Carrier.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
 Airespring, Inc.
 15350 Sherman Way, Suite 492
 Van Nuys, CA 91406

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

- A. Claims for libel, slander, infringement of patent or copyright or 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

2.5.1 A credit allowance for interruptions of service are subject to the 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's terminal.

2.5.2 No credit shall be allowed for an interruption of less than two hours. The customer shall be credited for an interruption of two hours or major fraction thereof that interruption continues beyond two hours.

2.5.3 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 the interruption continues beyond two hours.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

2.6 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.

2.7 Customer Responsibility

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's 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.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available to Carrier 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 Guarantees

A. Deposit and Guarantee Requirements

The Company may require a deposit or guarantee of payment from any customer or applicant who has not established credit the Company. Deposit or guarantee payment requirements as prescribed by the Company will be based upon standards which bear a reasonable relationship to the assurance of payment. The Company may determine whether a customer has established good credit with the Company, except as herein restricted:

- 1) A customer, who within the last 12 months has not had service disconnected for nonpayment of a bill and has not been liable for disconnection of service for nonpayment of a bill, and the bill is not in dispute, shall be deemed to have established good credit.
- 2) The Company shall not require a deposit or a guarantee of payment based upon income, home ownership, residential location, employment tenure, nature of occupation, race, color, creed, sex, marital status, age, national origin, or any other criteria which does not bear a reasonable relationship to the assurance of payment or which is not authorized by Minnesota Rules.
- 3) The Company shall not use any credit reports other than those reflecting the purchase of utility services to determine the adequacy of a customer's credit history without the permission in writing of the customer. Any credit history so used shall be mailed to the customer in order to provide the customer an opportunity to review the data. Refusal of a customer to permit use of a credit rating or credit service other than that of a utility, will not affect the determination by the utility as to that customer's credit history.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

A. Deposit and Guarantee Requirements (contd.)

When required, a customer may assure payment by submitting a deposit. A deposit shall not exceed an estimated two months' gross bill or existing two months' bill where applicable. All deposits shall be in addition to payment of an outstanding bill or a part of such bill as has been resolved to the satisfaction of the Company, except where such bill has been discharged in bankruptcy. The Company shall not require a deposit or guarantee of payment without explaining in writing why that deposit or guarantee is being required and under what conditions, if any, the deposit will be diminished upon return. The deposit shall be refunded to the customer after 12 consecutive months of prompt payment of all bills to the Company. The Company may, at its option, refund the deposit by direct payment or as a credit on the bill. With notice any deposit of a customer shall be applied by the utility to a bill when the bill has been determined by the utility to be delinquent. The Company shall issue a written receipt of deposit to each customer from whom a deposit is received and shall provide a means whereby a depositor may establish a claim if the receipt is unavailable.

Interest shall be paid on deposits in excess of \$20.00 at the rate of six percent per year. Interest on deposits shall be payable from the date of deposit to the date of refund or disconnection. The utility may, at its option, pay the interest at intervals it chooses, but at least annually, by direct payment, or as a credit on bills.

Upon termination of service, the deposit with accrued interest shall be credited to the final bill and the balance shall be returned within 45 days to the customer.

B. Guarantee of Payment

The Company may accept, in lieu of a deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum, not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.

The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in the Minnesota Rules. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account (s)he has guaranteed unless the guarantor waives such notice in writing.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

2.7 Customer Responsibility2.7.4 Credit Allowances

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 begin when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when operation has been restored and an attempt made to notify the customer.
- B. The customer shall notify Carrier of failures of service and make reasonable attempts to ascertain that the failure is not caused by customer-provided facilities, an act or omission of the customer, or in wiring or equipment connected to the terminal.
- C. Only those portions of the service 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 a change in the service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to customer or authorized user provided facilities.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier.

2.7.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. 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 herein.
- D. 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.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. Customers will be charged a late payment penalty on past-due amounts owed to the company.
- G. Customers will be charged a fee for all dishonored checks issued to Carrier, not to exceed a maximum of \$20.00.

2.7.7 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.
15350 Sherman Way, Suite 492
Van Nuys, California 91406
Telephone: (818) 786-8990 or 1-888-389-2899 (toll free)

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

2.7.7 Customer Complaints and/or Billing Disputes (contd.)

Any objection to billed charges should be reported promptly to the Company. If after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Minnesota Public Utilities Commission
Consumer Affairs Office
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147
Telephone: (651) 296-0406 or Toll Free: 1-800-657-3782
TTY: (651) 297-1200
Fax: (651) 297-7073
E-Mail: CAOstaff@pucgate.puc.state.mn.us

2.8 Carrier Responsibility

2.8.1 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for any prepaid services discontinued prior to the end of the service term for which payment was made.

2.8.2 Cancellation of Service by Company:

- A. The Company may refuse or discontinue service to a customer without notice under the following conditions:
1. in the event of tampering with the Company's equipment;
 2. in the event of a condition determined to be hazardous to the customer, to other customers of the Company, to the Company's equipment, the public, or to employees of the company; or
 3. in the event of a customer's use of equipment in such a manner as to adversely affect the Company's equipment of the Company's service to others.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

2.8.2 Cancellation of Service by Company: (contd.)

- B. The Company may discontinue service to a customer under the following conditions after giving the customer five (5) days' notice, excluding Sundays and legal holidays:
1. for failure of the customer to pay a bill for service when due;
 2. for failure of the customer to meet the Company's deposit and credit requirements;
 3. for failure of the customer to make proper application for service;
 4. for customer's violation of any of the company's rules on file with the Commission;
 5. for failure of the customer to provide the Company reasonable access to its equipment and property;
 6. for customer's breach of the contract for service between the Company and the customer.
 7. for a failure of the customer to furnish such service, equipment and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
 8. when necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.
- C. Service will not be disconnect on any Friday, Saturday, Sunday or legal holiday, or at any time when the Company's business offices are not open to the public, except where an emergency exists.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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

The customer's monthly usage charges for services 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 the either party "hangs up."

There is no charge for uncompleted calls.

3.2 Start of Billing

The start of service date is the first day on which service is actually available to the customer. The end of service date is the last day or any portion thereof that service is provided.

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 the Company is not part of a joint undertaking with any such other carriers. Any special interface equipment 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 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 licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED: August 27, 2003**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

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. Terminal equipment shall be furnished and maintained at the expense of the customer. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in the use of Carrier's service.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the customer's service.

3.5 Calculation of Distance

Usage charges for any 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 generally accepted within the 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 Feature Group D (1+) calls attempted.

3.7 Special Service

A Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

3.8 Service Offerings

The company provides the following services:

3.8.1 Message Toll Service (MTS)

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

Inbound Service is an inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access 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 customer's request for up to ten 8XX 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 representative of the customer. Carrier does not guarantee availability of number(s). Requested number(s), if available, will be reserved for and furnished to the eligible customer.

If a customer receives a number and does not subscribe to inbound service in 90 days, the company may assign the number to another customer.

3.8.3 Travel Card Service

Allows subscribers to place calls by gaining access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers are provided to customers upon requests at a per call charge.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

SECTION 4 - RATES AND CHARGES**4.1. Usage Charges and Billing Increments****4.1.1 Usage Charges**

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. 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 accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

All calls are rounded to the next highest billing interval. Any partial cents per call will be rounded up to the next highest whole cent.

ISSUED: August 27, 2003**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

4.2 Switched Access Outbound and Inbound Rates

	<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR	\$0.1140 per minute	\$0.1680 per minute
Plan VR	\$0.1290 per minute	\$0.1900 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

1. Dedicated Non-Blended (Routing Advantage):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0940/min	\$0.0540/min
Plan VR	\$0.1060/min	\$0.0610/min

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

4.4 Directory Assistance

\$0.99 per call.

4.5 Late Payment Penalty

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.6 Dishonored Check Charge

All customers issuing dishonored check(s) to the company will be charged a fee of \$20.00 per check.

4.7 Special Promotions

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

4.8 Pay Telephone (Payphone) Surcharge

A \$0.35 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

ISSUED: August 27, 2003

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406