

TITLE SHEET

Airespring, Inc.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for long distance interexchange telecommunications services provided by **Airespring, Inc.** with principal offices at 15350 Sherman Way, Suite 492, Van Nuys, CA 91406. This tariff is on file with the Nebraska Public Service 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 1-866-899-2789.

ISSUED: October 24, 2003

EFFECTIVE: November 3, 2003

ISSUED BY: Avi Lonstein, President
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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:

- D - Discontinued Rate or Regulation
- I - Increase in Rate
- M - Text Relocated Without Change
- N - New Rate or Regulation
- R - Reduction in Rate
- T - Change in Text Only, 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 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. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

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.

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

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1.1 Definitions (continued)

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.

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.

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

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., Monday through Friday; 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.

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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 Undertaking of Carrier**

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's network. The customer shall be responsible for all charges stated in this tariff.

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 when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff.

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.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's 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 for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, 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 mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any 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 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.

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2.4 Limitation of Carrier Liability (continued)

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

- 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 channels, equipment 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 interruptions 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 his control or in any wiring or equipment connected to the Carrier's terminal.
- B. Credit allowances will not be allowed if the outage occurs as a result of:
 - (1) A negligent or willful act on the part of the customer;
 - (2) A malfunction of customer-owned telephone equipment;
 - (3) Disasters or acts of God; or
 - (4) The inability of the company to gain access to the customer's premises after Carrier has requested that customer provide access to the premises.

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2.5 Interruption of Service (continued)

- C. Adjustments for interruptions of service will be either a direct payment or a bill credit equal to the the proportionate part of the monthly charges for all services and facilities rendered inoperative during the interruption. The adjustment shall begin with the hour of the report or discovery of the interruption.

2.6 Customer Responsibility

- 2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. 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 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).

2.6.2 Maintenance, Testing, and Adjustment

If a customer's service must be interrupted due to maintenance, Carrier shall notify the affected customer in advance, if possible and will perform the work in such a manner as to minimize inconvenience. 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.

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2.6.3 Deposits

The Company may require a new customer who has an outstanding undisputed bill from previous telephone service to make a deposit to be held as a guarantee for the payment of charges. The Company may also require a deposit as a condition of the restoration of service which has been discontinued or as a condition of subsequent services. Such a deposit shall not exceed the maximum charge for two (2) months service estimated from past usage or customer estimated anticipated usage.

No written notice is required to be given of a deposit required as a prerequisite for commencing initial service.

Deposits and accrued interest, less any amounts owed to the Company, will be refunded after 12 consecutive months of prompt payment by the customer or upon termination of service, whichever occurs first.

2.6.4 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 and not fully reimbursed by installation and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

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2.6.5 Payment of Charges

- A. Service is provided and billed on a monthly basis.
- B. 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 in this tariff.
- 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. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month of the past-due amount and any charges associated with disconnection and reconnection of service.
- F. Customers will be charged a fee on all checks issued to Carrier which are returned by the issuing institution.

2.6.6 Application of Charges

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

2.6.7 Taxes

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.

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2.6.8 Billing Disputes

Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll free telephone number: 1-888-899-2789.

Customers have the right to refer any complaint to, and all disputed bills will be referred to the Nebraska Public Service Commission, 1200 North Street, Suite 300, Lincoln, Nebraska 68508.

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

2.7 Carrier Responsibility

2.7.1 Credit Upon Cancellation

Where Carrier cancels a service 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. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

2.7.2 Disconnection of Service by Carrier

Notice of pending disconnection shall be rendered to customers setting forth the reason(s) for the notice and the final date by which the account is to be settled or specific action taken. Such notice shall be forwarded to the customer via U.S. mail and will be considered rendered when delivered to the last known address of the responsible party.

A. The customer will be granted ten (10) days to remove the cause of disconnection or denial in the following instances:

1. For violation of any law, rule or regulation governing the services provided.

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2.7.2 Disconnection of Service by Carrier (continued)

2. For failure of the customer or prospective customer to furnish any service equipment, permits, certificates or rights of way specified to be furnished in the Carrier's rules as a condition for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the obligations imposed by this tariff.
3. For failure of the customer to permit Carrier reasonable access to its equipment.

2.7.3 Fractional Charges for Services

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

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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." If the called station "hangs up," but the calling station does not, chargeable time ends when the connection is released by automatic timing equipment.

There are no charges incurred for uncompleted calls. In the event an uncompleted call is charged to a customer's bill, a one minute credit will be issued upon request.

3.2 Service Period

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service. The end of service date is the last day or any portion of the last day for which service was provided by Carrier.

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 in this tariff. Service furnished by Carrier is not part of a joint undertaking with 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 this tariff. 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.

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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 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 used within the industry.

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

3.6 Minimum Call Completion Rate

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

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3.7 Special Promotions

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

3.8 Service Offerings

The Company will provide 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.

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3.8.2 Inbound Service (8XX)

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 an 8XX 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.

3.8.3 Travel Card Service

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

3.8.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

3.8.5 Operator Service

The Company does not provide Operator Service to subscribers. Operator assisted services are provided by the underlying carrier.

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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.

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4.2 Switched Access Outbound and Inbound Rates

	<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR	\$0.0880 per minute	\$0.1480 per minute
Plan VR	\$0.0990 per minute	\$0.1670 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

4.3.1 Dedicated Non-Blended (Routing Advantage):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0820/min	\$0.0240/min
Plan VR	\$0.0920/min	\$0.0270/min

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

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4.3.2 Dedicated Blended (Dedicated Plus):

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0560/min	\$0.0589/min
Plan VR	\$0.0630/min	\$0.0660/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.

4.4 Directory Assistance

\$0.85 per call.

4.5 Returned Check Charge

Any customer issuing check(s) returned to Carrier will be charged \$15.00 per check.

4.6 Special Promotions

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

4.7 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.

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