

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

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

Interexchange Services Tariff

Tariff Schedule

Applicable to

California Intrastate InterLATA and IntraLATA Toll

Interexchange Telephone Communications

of

AIRESPRING, INC.

U-6692-C

Interexchange Services Tariff

CHECK SHEET

Current sheets in this tariff are as follows:

| Sheet | Revision | | Sheet | Revision | | Sheet | Revision | |
|-------|----------------------|---|-------|----------------------|---|-------|----------------------|---|
| Title | 1 st Rev. | | 6.10 | Original | * | 12 | 2 nd Rev. | |
| 1 | 3 rd Rev. | * | 6.11 | Original | * | 13 | 3 rd Rev. | * |
| 2 | 2 nd Rev. | * | 6.12 | Original | * | 14 | 2 nd Rev. | |
| 3 | 1 st Rev. | | 6.13 | Original | * | 15 | 2 nd Rev. | |
| 4 | 1 st Rev. | | 6.14 | Original | * | 16 | 1 st Rev. | |
| 5 | 2 nd Rev. | * | 6.15 | Original | * | 17 | 1 st Rev. | |
| 6 | 2 nd Rev. | * | 6.16 | Original | * | 18 | 3 rd Rev. | * |
| 6.1 | Original | * | 6.17 | Original | * | 19 | 1 st Rev. | * |
| 6.2 | Original | * | 6.18 | Original | * | 20 | 1 st Rev. | * |
| 6.3 | Original | * | 6.19 | Original | * | 21 | 1 st Rev. | * |
| 6.4 | Original | * | 7 | 2 nd Rev. | * | 22 | 1 st Rev. | * |
| 6.5 | Original | * | 7.1 | Original | * | 22.1 | 1 st Rev. | * |
| 6.6 | Original | * | 7.2 | Original | * | 23 | 1 st Rev. | * |
| 6.7 | Original | * | 8 | 2 nd Rev. | * | 24 | 1 st Rev. | * |
| 6.8 | Original | * | 9 | 1 st Rev. | | 25 | Original | * |
| 6.9 | Original | * | 10 | 1 st Rev. | | | | |
| | | | 11 | 1 st Rev. | | | | |

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Interexchange Services Tariff

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Interexchange Services Tariff

PRELIMINARY STATEMENT

This tariff contains all effective rates, rules and information applicable to Airespring, Inc.

The Company has been granted the authority to provide 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California.

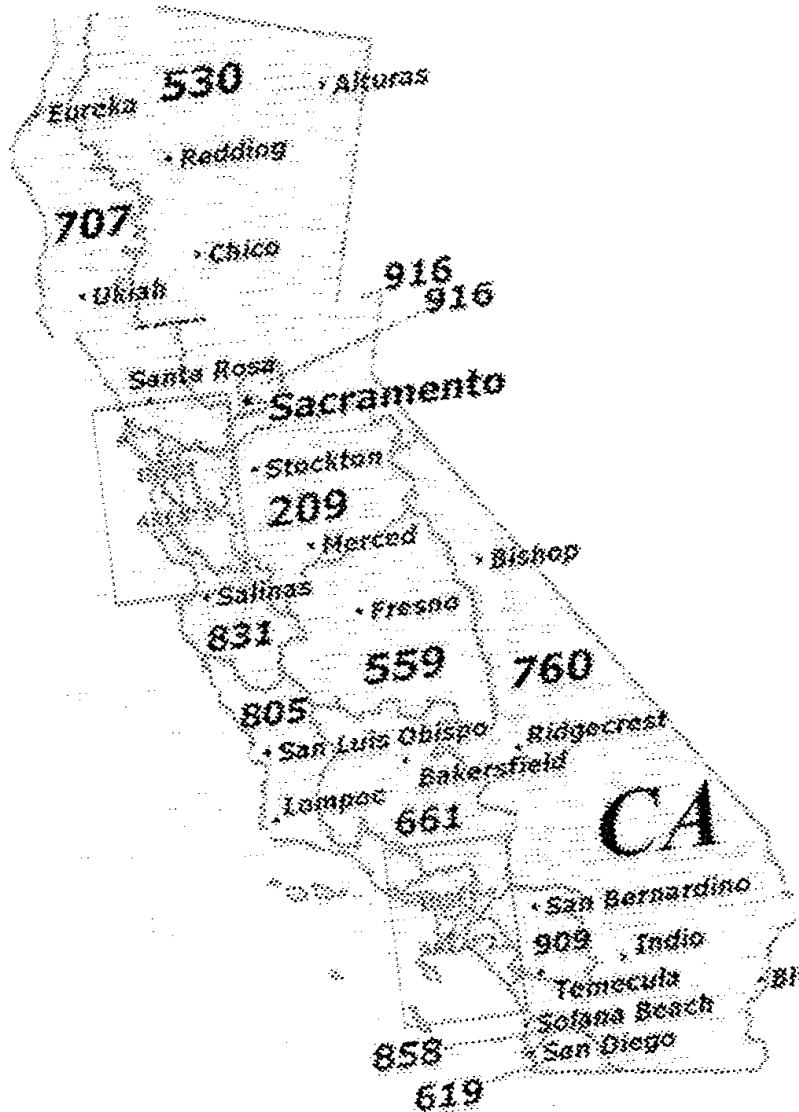
SYMBOLS USED IN THIS TARIFF

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

Interexchange Services Tariff

SERVICE AREA MAP

The Company has been granted authority by the CPUC to provide interLATA and IntraLATA toll service within the State of California.



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

Cal. P.U.C. 1-T
2nd Revised Sheet 5
Replaces 1st Revised Sheet 5

Interexchange Services Tariff

APPLICABILITY

This tariff is applicable to monthly long distance intraLATA and interLATA toll services offered to Business Customers within the State of California.

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TERRITORY

The Company renders both InterLATA and IntraLATA toll service throughout the territory it serves and as shown in its tariff schedules.

Interexchange Services Tariff

RATES AND CHARGES

A. Switched Access Outbound and Inbound Service

(1) 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.

(a) Airespring Outbound A1

| Option A | Per Minute Rates | | | |
|------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option A-1 | \$0.0938 | \$0.0919 | \$0.0900 | \$0.0882 |
| Option A-2 | \$0.0837 | \$0.0820 | \$0.0804 | \$0.0787 |
| Option A-3 | \$0.0781 | \$0.0765 | \$0.0750 | \$0.0734 |
| Option A-4 | \$0.0747 | \$0.0732 | \$0.0717 | \$0.0702 |

(b) Airespring Outbound B1

| Option B | Per Minute Rates | | | |
|------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option B-1 | \$0.0859 | \$0.0842 | \$0.0825 | \$0.0807 |
| Option B-2 | \$0.0769 | \$0.0754 | \$0.0738 | \$0.0723 |
| Option B-3 | \$0.0718 | \$0.0704 | \$0.0689 | \$0.0675 |
| Option B-4 | \$0.0695 | \$0.0681 | \$0.0667 | \$0.0653 |

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Material that originally appeared on this Page now appears on Page 25

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Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(1) Switched Access Outbound 1 Service, (continued)

(c) Airespring Outbound C1

Option C

Per Minute Rates

| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
|------------|----------|----------|----------|----------|
| Option C-1 | \$0.0808 | \$0.0792 | \$0.0776 | \$0.0760 |
| Option C-2 | \$0.0724 | \$0.0710 | \$0.0695 | \$0.0681 |
| Option C-3 | \$0.0679 | \$0.0665 | \$0.0652 | \$0.0638 |
| Option C-4 | \$0.0651 | \$0.0638 | \$0.0625 | \$0.0612 |

(d) Airespring Outbound D1

Option D

Per Minute Rates

| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
|------------|----------|----------|----------|----------|
| Option D-1 | \$0.0556 | \$0.0545 | \$0.0534 | \$0.0523 |
| Option D-2 | \$0.0500 | \$0.0490 | \$0.0480 | \$0.0470 |
| Option D-3 | \$0.0471 | \$0.0462 | \$0.0452 | \$0.0443 |
| Option D-4 | \$0.0444 | \$0.0435 | \$0.0426 | \$0.0417 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(2) 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.

(a) Airespring Outbound A6

| Initial Period | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option A6-1 | \$0.0282 | \$0.0276 | \$0.0271 | \$0.0265 |
| Option A6-2 | \$0.0251 | \$0.0246 | \$0.0241 | \$0.0236 |
| Option A6-3 | \$0.0234 | \$0.0229 | \$0.0225 | \$0.0220 |
| Option A6-4 | \$0.0225 | \$0.0221 | \$0.0216 | \$0.0212 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option A6-1 | \$0.0094 | \$0.0092 | \$0.0090 | \$0.0088 |
| Option A6-2 | \$0.0084 | \$0.0082 | \$0.0080 | \$0.0079 |
| Option A6-3 | \$0.0078 | \$0.0076 | \$0.0075 | \$0.0073 |
| Option A6-4 | \$0.0075 | \$0.0074 | \$0.0072 | \$0.0071 |

(b) Airespring Outbound B6

| Initial Period | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option B6-1 | \$0.0258 | \$0.0253 | \$0.0248 | \$0.0243 |
| Option B6-2 | \$0.0231 | \$0.0226 | \$0.0222 | \$0.0217 |
| Option B6-3 | \$0.0216 | \$0.0212 | \$0.0207 | \$0.0203 |
| Option B6-4 | \$0.0210 | \$0.0206 | \$0.0202 | \$0.0197 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option B6-1 | \$0.0086 | \$0.0084 | \$0.0083 | \$0.0081 |
| Option B6-2 | \$0.0077 | \$0.0075 | \$0.0074 | \$0.0072 |
| Option B6-3 | \$0.0072 | \$0.0071 | \$0.0069 | \$0.0068 |
| Option B6-4 | \$0.0070 | \$0.0069 | \$0.0067 | \$0.0066 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(2) Switched Access Outbound 6 Service, (continued)

(c) Airespring Outbound C6

| | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option C6-1 | \$0.0243 | \$0.0238 | \$0.0233 | \$0.0228 |
| Option C6-2 | \$0.0216 | \$0.0212 | \$0.0207 | \$0.0203 |
| Option C6-3 | \$0.0204 | \$0.0200 | \$0.0196 | \$0.0192 |
| Option C6-4 | \$0.0195 | \$0.0191 | \$0.0187 | \$0.0183 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option C6-1 | \$0.0081 | \$0.0079 | \$0.0078 | \$0.0076 |
| Option C6-2 | \$0.0072 | \$0.0071 | \$0.0069 | \$0.0068 |
| Option C6-3 | \$0.0068 | \$0.0067 | \$0.0065 | \$0.0064 |
| Option C6-4 | \$0.0065 | \$0.0064 | \$0.0062 | \$0.0061 |

(d) Airespring Outbound D6

| | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option D6-1 | \$0.0168 | \$0.0165 | \$0.0161 | \$0.0158 |
| Option D6-2 | \$0.0150 | \$0.0147 | \$0.0144 | \$0.0141 |
| Option D6-3 | \$0.0141 | \$0.0138 | \$0.0135 | \$0.0133 |
| Option D6-4 | \$0.0132 | \$0.0129 | \$0.0127 | \$0.0124 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option D6-1 | \$0.0056 | \$0.0055 | \$0.0054 | \$0.0053 |
| Option D6-2 | \$0.0050 | \$0.0049 | \$0.0048 | \$0.0047 |
| Option D6-3 | \$0.0047 | \$0.0046 | \$0.0045 | \$0.0044 |
| Option D6-4 | \$0.0044 | \$0.0043 | \$0.0042 | \$0.0041 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(1) 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.

(a) Airespring Inbound A1

| | Per Minute Rates | | | |
|------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option A-1 | \$0.0724 | \$0.0710 | \$0.0695 | \$0.0681 |
| Option A-2 | \$0.0657 | \$0.0644 | \$0.0631 | \$0.0618 |
| Option A-3 | \$0.0612 | \$0.0600 | \$0.0588 | \$0.0575 |
| Option A-4 | \$0.0590 | \$0.0578 | \$0.0566 | \$0.0555 |

(b) Airespring Inbound B1

| | Per Minute Rates | | | |
|------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option B-1 | \$0.0724 | \$0.0710 | \$0.0695 | \$0.0681 |
| Option B-2 | \$0.0657 | \$0.0644 | \$0.0631 | \$0.0618 |
| Option B-3 | \$0.0612 | \$0.0600 | \$0.0588 | \$0.0575 |
| Option B-4 | \$0.0590 | \$0.0578 | \$0.0566 | \$0.0555 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(1) Switched Access Inbound 1 Service

(c) Airespring Inbound C1

| | Per Minute Rates | | | |
|------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option C-1 | \$0.0724 | \$0.0710 | \$0.0695 | \$0.0681 |
| Option C-2 | \$0.0657 | \$0.0644 | \$0.0631 | \$0.0618 |
| Option C-3 | \$0.0612 | \$0.0600 | \$0.0588 | \$0.0575 |
| Option C-4 | \$0.0590 | \$0.0578 | \$0.0566 | \$0.0555 |

(d) Airespring Inbound D1

| | Per Minute Rates | | | |
|------------|------------------|----------|----------|----------|
| | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option D-1 | \$0.0556 | \$0.0545 | \$0.0534 | \$0.0523 |
| Option D-2 | \$0.0500 | \$0.0490 | \$0.0480 | \$0.0470 |
| Option D-3 | \$0.0471 | \$0.0462 | \$0.0452 | \$0.0443 |
| Option D-4 | \$0.0444 | \$0.0435 | \$0.0426 | \$0.0417 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(1) 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.

(a) Airespring Inbound A6

| | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option A6-1 | \$0.0216 | \$0.0212 | \$0.0207 | \$0.0203 |
| Option A6-2 | \$0.0197 | \$0.0193 | \$0.0189 | \$0.0185 |
| Option A6-3 | \$0.0183 | \$0.0179 | \$0.0176 | \$0.0172 |
| Option A6-4 | \$0.0177 | \$0.0173 | \$0.0170 | \$0.0166 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option A6-1 | \$0.0072 | \$0.0071 | \$0.0069 | \$0.0068 |
| Option A6-2 | \$0.0066 | \$0.0064 | \$0.0063 | \$0.0062 |
| Option A6-3 | \$0.0061 | \$0.0060 | \$0.0059 | \$0.0057 |
| Option A6-4 | \$0.0059 | \$0.0058 | \$0.0057 | \$0.0055 |

(b) Airespring Inbound B6

| | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option B6-1 | \$0.0216 | \$0.0212 | \$0.0207 | \$0.0203 |
| Option B6-2 | \$0.0197 | \$0.0193 | \$0.0189 | \$0.0185 |
| Option B6-3 | \$0.0183 | \$0.0179 | \$0.0176 | \$0.0172 |
| Option B6-4 | \$0.0177 | \$0.0173 | \$0.0170 | \$0.0166 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option B6-1 | \$0.0072 | \$0.0071 | \$0.0069 | \$0.0068 |
| Option B6-2 | \$0.0066 | \$0.0064 | \$0.0063 | \$0.0062 |
| Option B6-3 | \$0.0061 | \$0.0060 | \$0.0059 | \$0.0057 |
| Option B6-4 | \$0.0059 | \$0.0058 | \$0.0057 | \$0.0055 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

A. Switched Access Outbound and Inbound Rates, (continued)

(N)

(1) Switched Access Inbound 6 Service

(c) Airespring Inbound C6

| | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option C6-1 | \$0.0216 | \$0.0212 | \$0.0207 | \$0.0203 |
| Option C6-2 | \$0.0197 | \$0.0193 | \$0.0189 | \$0.0185 |
| Option C6-3 | \$0.0183 | \$0.0179 | \$0.0176 | \$0.0172 |
| Option C6-4 | \$0.0177 | \$0.0173 | \$0.0170 | \$0.0166 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option C6-1 | \$0.0072 | \$0.0071 | \$0.0069 | \$0.0068 |
| Option C6-2 | \$0.0066 | \$0.0064 | \$0.0063 | \$0.0062 |
| Option C6-3 | \$0.0061 | \$0.0060 | \$0.0059 | \$0.0057 |
| Option C6-4 | \$0.0059 | \$0.0058 | \$0.0057 | \$0.0055 |

(d) Airespring Inbound D6

| | Per Period Rates | | | |
|-------------------|------------------|----------|----------|----------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option D6-1 | \$0.0168 | \$0.0165 | \$0.0161 | \$0.0158 |
| Option D6-2 | \$0.0150 | \$0.0147 | \$0.0144 | \$0.0141 |
| Option D6-3 | \$0.0141 | \$0.0138 | \$0.0135 | \$0.0133 |
| Option D6-4 | \$0.0132 | \$0.0129 | \$0.0127 | \$0.0124 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 |
| Option D6-1 | \$0.0056 | \$0.0055 | \$0.0054 | \$0.0053 |
| Option D6-2 | \$0.0050 | \$0.0049 | \$0.0048 | \$0.0047 |
| Option D6-3 | \$0.0047 | \$0.0046 | \$0.0045 | \$0.0044 |
| Option D6-4 | \$0.0044 | \$0.0043 | \$0.0042 | \$0.0041 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

B. Dedicated Access Outbound and Inbound Rates

(1) Dedicated Access Outbound 6 Service

(M,T)

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.

(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 | \$0.00371 | \$0.00364 | \$0.00358 | \$0.00352 | \$0.00347 | \$0.00338 |
| Option A-2 | \$0.00343 | \$0.00337 | \$0.00331 | \$0.00326 | \$0.00321 | \$0.00312 |
| Option A-3 | \$0.00314 | \$0.00308 | \$0.00303 | \$0.00298 | \$0.00294 | \$0.00286 |
| Option A-4 | \$0.00288 | \$0.00282 | \$0.00278 | \$0.00274 | \$0.00269 | \$0.00262 |
| Option A-5 | \$0.00272 | \$0.00267 | \$0.00262 | \$0.00258 | \$0.00254 | \$0.00248 |
| Option A-6 | \$0.00258 | \$0.00253 | \$0.00249 | \$0.00245 | \$0.00241 | \$0.00235 |

(M,T)
(N)

(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 | \$0.00367 | \$0.00360 | \$0.00354 | \$0.00349 | \$0.00343 | \$0.00334 |
| Option B-2 | \$0.00340 | \$0.00333 | \$0.00328 | \$0.00323 | \$0.00318 | \$0.00309 |
| Option B-3 | \$0.00310 | \$0.00304 | \$0.00299 | \$0.00295 | \$0.00290 | \$0.00282 |
| Option B-4 | \$0.00284 | \$0.00278 | \$0.00274 | \$0.00270 | \$0.00266 | \$0.00258 |
| Option B-5 | \$0.00268 | \$0.00263 | \$0.00259 | \$0.00255 | \$0.00251 | \$0.00244 |
| Option B-6 | \$0.00255 | \$0.00250 | \$0.00246 | \$0.00242 | \$0.00238 | \$0.00232 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

B. Dedicated Access Outbound and Inbound Rates, (continued)

(N)

(1) Dedicated Access Outbound 6 Service, (continued)

(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 |

(d) Dedicated Access Lines

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.

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

B. Dedicated Access Outbound and Inbound Rates, (continued)

(N)

(2) 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.

(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 | \$0.00361 | \$0.00354 | \$0.00348 | \$0.00343 | \$0.00338 | \$0.00329 |
| Option A-2 | \$0.00334 | \$0.00327 | \$0.00322 | \$0.00317 | \$0.00312 | \$0.00304 |
| Option A-3 | \$0.00305 | \$0.00299 | \$0.00294 | \$0.00290 | \$0.00285 | \$0.00278 |
| Option A-4 | \$0.00279 | \$0.00273 | \$0.00269 | \$0.00265 | \$0.00261 | \$0.00254 |
| Option A-5 | \$0.00264 | \$0.00259 | \$0.00255 | \$0.00251 | \$0.00247 | \$0.00240 |
| Option A-6 | \$0.00250 | \$0.00245 | \$0.00241 | \$0.00238 | \$0.00234 | \$0.00228 |

(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 | \$0.00342 | \$0.00335 | \$0.00330 | \$0.00325 | \$0.00320 | \$0.00311 |
| Option B-2 | \$0.00316 | \$0.00310 | \$0.00305 | \$0.00300 | \$0.00296 | \$0.00288 |
| Option B-3 | \$0.00289 | \$0.00283 | \$0.00279 | \$0.00275 | \$0.00270 | \$0.00263 |
| Option B-4 | \$0.00265 | \$0.00260 | \$0.00256 | \$0.00252 | \$0.00248 | \$0.00241 |
| Option B-5 | \$0.00250 | \$0.00245 | \$0.00241 | \$0.00238 | \$0.00234 | \$0.00228 |
| Option B-6 | \$0.00237 | \$0.00232 | \$0.00229 | \$0.00225 | \$0.00222 | \$0.00216 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

B. Dedicated Access Outbound and Inbound Rates, (continued)

(1) Dedicated Access Inbound 6 Service

(c) Airespring Dedicated Inbound C6

(N)

Per Period Rates (Initial and Each Additional Period)

| | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 | Tier 6 |
|------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Option C-1 | \$0.00296 | \$0.00290 | \$0.00286 | \$0.00281 | \$0.00277 | \$0.00269 |
| Option C-2 | \$0.00273 | \$0.00268 | \$0.00264 | \$0.00260 | \$0.00256 | \$0.00249 |
| Option C-3 | \$0.00250 | \$0.00245 | \$0.00241 | \$0.00238 | \$0.00234 | \$0.00228 |
| Option C-4 | \$0.00229 | \$0.00224 | \$0.00221 | \$0.00218 | \$0.00214 | \$0.00208 |
| Option C-5 | \$0.00216 | \$0.00212 | \$0.00208 | \$0.00205 | \$0.00202 | \$0.00197 |
| Option C-6 | \$0.00205 | \$0.00201 | \$0.00198 | \$0.00195 | \$0.00192 | \$0.00187 |

(d) Dedicated Access Lines

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.

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

C. SIP Trunking Inbound and Outbound Rates

(N)

(1) 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.

(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 | \$0.01666 | \$0.01633 | \$0.01599 | \$0.01566 | \$0.01533 |
| Option A-2 | \$0.01540 | \$0.01510 | \$0.01479 | \$0.01448 | \$0.01417 |
| Option A-3 | \$0.01406 | \$0.01378 | \$0.01350 | \$0.01322 | \$0.01294 |
| Option A-4 | \$0.01290 | \$0.01264 | \$0.01238 | \$0.01212 | \$0.01187 |
| Option A-5 | \$0.01218 | \$0.01194 | \$0.01169 | \$0.01145 | \$0.01121 |

(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 | \$0.0500 | \$0.0490 | \$0.0480 | \$0.0470 | \$0.0460 |
| Option A-2 | \$0.0462 | \$0.0453 | \$0.0444 | \$0.0434 | \$0.0425 |
| Option A-3 | \$0.0422 | \$0.0413 | \$0.0405 | \$0.0397 | \$0.0388 |
| Option A-4 | \$0.0387 | \$0.0379 | \$0.0371 | \$0.0364 | \$0.0356 |
| Option A-5 | \$0.0365 | \$0.0358 | \$0.0351 | \$0.0344 | \$0.0336 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option A-1 | \$0.0017 | \$0.0016 | \$0.0016 | \$0.0016 | \$0.0015 |
| Option A-2 | \$0.0015 | \$0.0015 | \$0.0015 | \$0.0015 | \$0.0014 |
| Option A-3 | \$0.0014 | \$0.0014 | \$0.0014 | \$0.0013 | \$0.0013 |
| Option A-4 | \$0.0013 | \$0.0013 | \$0.0012 | \$0.0012 | \$0.0012 |
| Option A-5 | \$0.0012 | \$0.0012 | \$0.0012 | \$0.0012 | \$0.0011 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

C. SIP Trunking Inbound and Outbound Rates, (continued)

(N)

(2) 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.

(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 | \$0.0296 | \$0.0290 | \$0.0284 | \$0.0278 | \$0.0272 |
| Option A-2 | \$0.0273 | \$0.0268 | \$0.0263 | \$0.0257 | \$0.0252 |
| Option A-3 | \$0.0250 | \$0.0245 | \$0.0240 | \$0.0235 | \$0.0230 |
| Option A-4 | \$0.0229 | \$0.0224 | \$0.0220 | \$0.0215 | \$0.0211 |
| Option A-5 | \$0.0216 | \$0.0212 | \$0.0208 | \$0.0203 | \$0.0199 |

(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 | \$0.0500 | \$0.0490 | \$0.0480 | \$0.0470 | \$0.0460 |
| Option A-2 | \$0.0462 | \$0.0453 | \$0.0444 | \$0.0434 | \$0.0425 |
| Option A-3 | \$0.0422 | \$0.0413 | \$0.0405 | \$0.0397 | \$0.0388 |
| Option A-4 | \$0.0387 | \$0.0379 | \$0.0371 | \$0.0364 | \$0.0356 |
| Option A-5 | \$0.0365 | \$0.0358 | \$0.0351 | \$0.0344 | \$0.0336 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option A-1 | \$0.0030 | \$0.0029 | \$0.0028 | \$0.0028 | \$0.0027 |
| Option A-2 | \$0.0027 | \$0.0027 | \$0.0026 | \$0.0026 | \$0.0025 |
| Option A-3 | \$0.0025 | \$0.0025 | \$0.0024 | \$0.0024 | \$0.0023 |
| Option A-4 | \$0.0023 | \$0.0022 | \$0.0022 | \$0.0022 | \$0.0021 |
| Option A-5 | \$0.0022 | \$0.0021 | \$0.0021 | \$0.0020 | \$0.0020 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

C. SIP Trunking Inbound and Outbound Rates, (continued)

(N)

(3) 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.

| 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 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

C. SIP Trunking Inbound and Outbound Rates, (continued)

(N)

(4) 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.

| | Per Period Rates | | | | |
|-------------------|------------------|------------|------------|------------|------------|
| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option A-1 | \$0.008880 | \$0.008700 | \$0.008570 | \$0.008440 | \$0.008300 |
| Option A-2 | \$0.008200 | \$0.008040 | \$0.007910 | \$0.007790 | \$0.007670 |
| Option A-3 | \$0.007500 | \$0.007350 | \$0.007240 | \$0.007130 | \$0.007010 |
| Option A-4 | \$0.006870 | \$0.006730 | \$0.006630 | \$0.006530 | \$0.006420 |
| Option A-5 | \$0.006480 | \$0.006350 | \$0.006250 | \$0.006160 | \$0.006060 |
| Each Addl. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option A-1 | \$0.002960 | \$0.002900 | \$0.002860 | \$0.002810 | \$0.002770 |
| Option A-2 | \$0.002734 | \$0.002680 | \$0.002640 | \$0.002600 | \$0.002560 |
| Option A-3 | \$0.002500 | \$0.002450 | \$0.002410 | \$0.002380 | \$0.002340 |
| Option A-4 | \$0.002290 | \$0.002240 | \$0.002210 | \$0.002180 | \$0.002140 |
| Option A-5 | \$0.002160 | \$0.002120 | \$0.002080 | \$0.002050 | \$0.002020 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

D. Local and Integrated T-1 Service Offerings

(N)

(1) 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.

(a) Local and Integrated T-1 Option A

| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Option A-1 | \$0.01890 | \$0.06200 | \$0.06070 | \$0.05940 | \$0.05820 |
| Option A-2 | \$0.01750 | \$0.01850 | \$0.01810 | \$0.01780 | \$0.01740 |
| Option A-3 | \$0.01590 | \$0.01720 | \$0.01680 | \$0.01650 | \$0.01610 |
| Option A-4 | \$0.01470 | \$0.01560 | \$0.01530 | \$0.01490 | \$0.01460 |
| Each Add'l. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option A-1 | \$0.00630 | \$0.00620 | \$0.00600 | \$0.00590 | \$0.00580 |
| Option A-2 | \$0.00585 | \$0.00570 | \$0.00560 | \$0.00550 | \$0.00540 |
| Option A-3 | \$0.00530 | \$0.00520 | \$0.00510 | \$0.00500 | \$0.00490 |
| Option A-4 | \$0.00490 | \$0.00480 | \$0.00470 | \$0.00460 | \$0.00450 |

(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 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

D. Local and Integrated T-1 Service Offerings, (continued)

(N)

(1) Local and Integrated T-1 Outbound LD Price, (continued)

(c) Local and Integrated T-1 Option C

| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Option C-1 | \$0.00750 | \$0.02480 | \$0.02430 | \$0.02380 | \$0.02330 |
| Option C-2 | \$0.00690 | \$0.00740 | \$0.00720 | \$0.00710 | \$0.00690 |
| Option C-3 | \$0.00630 | \$0.00680 | \$0.00660 | \$0.00650 | \$0.00630 |
| Option C-4 | \$0.00600 | \$0.00620 | \$0.00600 | \$0.00590 | \$0.00580 |
| Each Add'l. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option C-1 | \$0.00250 | \$0.00250 | \$0.00240 | \$0.00240 | \$0.00230 |
| Option C-2 | \$0.00230 | \$0.00230 | \$0.00220 | \$0.00220 | \$0.00210 |
| Option C-3 | \$0.00210 | \$0.00210 | \$0.00200 | \$0.00200 | \$0.00190 |
| 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 | \$0.00510 | \$0.01630 | \$0.01600 | \$0.01570 | \$0.01530 |
| Option D-2 | \$0.00450 | \$0.00500 | \$0.00490 | \$0.00480 | \$0.00470 |
| Option D-3 | \$0.00420 | \$0.00440 | \$0.00430 | \$0.00420 | \$0.00410 |
| Option D-4 | \$0.00390 | \$0.00410 | \$0.00400 | \$0.00390 | \$0.00390 |
| Each Add'l. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option D-1 | \$0.00170 | \$0.00170 | \$0.00160 | \$0.00160 | \$0.00160 |
| Option D-2 | \$0.00150 | \$0.00150 | \$0.00140 | \$0.00140 | \$0.00140 |
| Option D-3 | \$0.00140 | \$0.00140 | \$0.00130 | \$0.00130 | \$0.00130 |
| Option D-4 | \$0.00130 | \$0.00130 | \$0.00120 | \$0.00120 | \$0.00120 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

D. Local and Integrated T-1 Service Offerings, (continued)

(N)

(2) 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.

(a) Local and Integrated T-1 Option A

| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Option A-1 | \$0.02160 | \$0.07100 | \$0.06960 | \$0.06810 | \$0.06670 |
| Option A-2 | \$0.02010 | \$0.02120 | \$0.02070 | \$0.02030 | \$0.01990 |
| Option A-3 | \$0.01830 | \$0.01970 | \$0.01930 | \$0.01890 | \$0.01850 |
| Option A-4 | \$0.01680 | \$0.01790 | \$0.01760 | \$0.01720 | \$0.01680 |
| Each Add'l. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option A-1 | \$0.00720 | \$0.00710 | \$0.00690 | \$0.00680 | \$0.00660 |
| Option A-2 | \$0.00670 | \$0.00660 | \$0.00640 | \$0.00630 | \$0.00620 |
| Option A-3 | \$0.00610 | \$0.00600 | \$0.00590 | \$0.00570 | \$0.00560 |
| Option A-4 | \$0.00560 | \$0.00550 | \$0.00540 | \$0.00530 | \$0.00520 |

(b) Local and Integrated T-1 Option B

| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Option B-1 | \$0.01800 | \$0.05880 | \$0.05760 | \$0.05640 | \$0.05520 |
| Option B-2 | \$0.01650 | \$0.01760 | \$0.01730 | \$0.01690 | \$0.01660 |
| Option B-3 | \$0.01530 | \$0.01620 | \$0.01580 | \$0.01550 | \$0.01520 |
| Option B-4 | \$0.01380 | \$0.01500 | \$0.01470 | \$0.01440 | \$0.01410 |
| Each Add'l. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option B-1 | \$0.00600 | \$0.00590 | \$0.00580 | \$0.00560 | \$0.00550 |
| Option B-2 | \$0.00550 | \$0.00540 | \$0.00530 | \$0.00520 | \$0.00510 |
| Option B-3 | \$0.00510 | \$0.00500 | \$0.00490 | \$0.00480 | \$0.00470 |
| Option B-4 | \$0.00460 | \$0.00450 | \$0.00440 | \$0.00430 | \$0.00420 |

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

D. Local and Integrated T-1 Service Offerings, (continued)

(N)

(2) Integrated T-1 Inbound Toll Free Price, (continued)

(c) Local and Integrated T-1 Option C

| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Option C-1 | \$0.01170 | \$0.03820 | \$0.03740 | \$0.03670 | \$0.03590 |
| Option C-2 | \$0.01050 | \$0.01150 | \$0.01120 | \$0.01100 | \$0.01080 |
| Option C-3 | \$0.00960 | \$0.01030 | \$0.01010 | \$0.00990 | \$0.00970 |
| Option C-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 C-1 | \$0.00390 | \$0.00380 | \$0.00370 | \$0.00370 | \$0.00360 |
| Option C-2 | \$0.00350 | \$0.00340 | \$0.00340 | \$0.00330 | \$0.00320 |
| Option C-3 | \$0.00320 | \$0.00310 | \$0.00310 | \$0.00300 | \$0.00290 |
| Option C-4 | \$0.00290 | \$0.00280 | \$0.00280 | \$0.00270 | \$0.00270 |

(d) Local and Integrated T-1 Option D

| Initial Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
|--------------------|-----------|-----------|-----------|-----------|-----------|
| Option D-1 | \$0.00900 | \$0.02900 | \$0.02840 | \$0.02780 | \$0.02720 |
| Option D-2 | \$0.00810 | \$0.00880 | \$0.00860 | \$0.00850 | \$0.00830 |
| Option D-3 | \$0.00750 | \$0.00790 | \$0.00780 | \$0.00760 | \$0.00750 |
| Option D-4 | \$0.00690 | \$0.00740 | \$0.00720 | \$0.00710 | \$0.00690 |
| Each Add'l. Period | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 |
| Option D-1 | \$0.00300 | \$0.00290 | \$0.00290 | \$0.00280 | \$0.00280 |
| Option D-2 | \$0.00270 | \$0.00260 | \$0.00260 | \$0.00250 | \$0.00250 |
| Option D-3 | \$0.00250 | \$0.00250 | \$0.00240 | \$0.00240 | \$0.00230 |
| Option D-4 | \$0.00230 | \$0.00230 | \$0.00220 | \$0.00220 | \$0.00210 |

(N)

Interexchange Services Tariff

RATES AND CHARGES (continued)

| | | | |
|-----------|-----------------------------|--------|-----|
| | | | (M) |
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| | | | (D) |
| | | | |
| | | | (D) |
| E. | Directory Assistance | | (T) |
| | Charge per Call: | \$1.99 | (I) |

Material that originally appeared on this Page now appears on Page 25.

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

F. Optional Rates and Tiered Pricing Summary

(N)

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. See Section F.(3) following for additional information related to these offering.

(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 |

(N)

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

(N)

Interexchange Services Tariff

RATES AND CHARGES, (Continued)

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

(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 |

(3) Customer Obligations

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.

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

(N)

(N)

(N)

Interexchange Services Tariff

TAXES AND SURCHARGES

A. Applicable Taxes

Pursuant to Resolution T-16901, all telecommunications carriers are required to apply CPUC mandated Public Program surcharges and Reimbursement Fee to all intrastate services. For a list of the Public Program surcharges and Reimbursement Fee, and the amounts, please refer to the AT&T California (f/n/a Pacific Bell) tariffs.

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B. Pay Telephone (Payphone) Surcharge

A 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.

Interexchange Services Tariff

RULES

Rule 1 - Definitions

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

Company - Airespring, Inc.

Completed Calls - Calls answered on the distance end. In the event an uncompleted call appears on a customer's bill, a credit will be issued when brought to the Company's attention by the customer.

Customer - The person, firm, corporation or other entity which uses, caused the use of, or allows the use of the Carrier's communication network and/or services and is thereby responsible for the payment of charges and for compliance with the Carrier's tariff regulations.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rates - apply to all calls that occur from 8:00 A.M. to 4:59 P.M. Monday through Friday, except on Carrier recognized Holidays.

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

Evening Rates - apply to all calls that occur from 5:00 P.M. to 10:59 P.M. Sunday through Friday.

Holiday - Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day.

Night/Weekend Rates - apply to all calls that occur from 11:00 P.M. to 7:59 A.M. all days; from 8:00 A.M. to 10:59 P.M. Saturday; and from 8:00 A.M. to 4:59 P.M. Sunday.

Interexchange Services Tariff

RULES (continued)

Rule 1 - Definitions, (continued)

Major Rate Increase - Means any rate increase that is not a minor rate increase as defined in Rule 1 of this tariff.

Minor Rate Increase - Refers to a rate increase which (i) represents less than a 1% increase of the Company's total California intrastate revenue compared to the rates and transactions in effect over the most recently completed fiscal year of the Company and (ii) is less than 5% of the rate for the affected service. Increases shall be cumulative, such that if the sum of the proposed rate increase and rate increases that took effect during the preceding 12-month period for any service would not be a minor rate increase, then any rate increase that would otherwise be a minor rate increase shall be deemed a major rate increase.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of as well as space at the customer's place of business.

Station - A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

Terminal Equipment - Devices, apparatus, and their associated wiring such as teleprinters, telephone handsets, or data sets.

Interexchange Services Tariff

RULES (continued)

Rule 2 - Description of Service

The Company provides interexchange carrier 24-hour interLATA and intraLATA intrastate long distance telephone services between points in California.

Rule 3 - Customer Application for Service

Customers desiring service will be asked to complete an application form. On the Company's receipt of the signed form, the Company will accept or reject an order within three business days. The service application is merely a request for service and does not in itself bind the Company to service except under specific conditions, which must be agreed to, in writing, by an authorized agent of the Company, nor does it bind the applicant to subscribe to the service.

Rule 4 - Contracts or Agreements

No specific contracts with customers currently exists. Any specific contracts with customers in the future will be filed with the Commission to become effective in 40 days. No standard contract form for offering specialized facilities or services are currently established by the Company.

Interexchange Services Tariff

RULES (continued)

Rule 5 - Special Information Required on Forms

No special information is required on any forms to be used by the Company.

Rule 6 - Establishment and Re-establishment of Credit

The Company reserves the right to examine the credit record and check the references of all applicants and customers. The carrier may examine the credit profile/record of any applicant prior to accepting the service order or customer deposit. These shall not in themselves 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. If service is denied, customer deposits will be returned immediately.

Rule 7 - Deposits

A deposit up to an amount equaling two (2) month's actual or estimated charges for the service provided may be required when the Company determines that such a deposit is necessary based on the customer's payment history, credit rating or other information. The Company will require a deposit to establish or reestablish service only if the applicant is unable to demonstrate acceptable credit to the satisfaction of the Company. Failure to provide a social security number shall not be cause for requiring a deposit. The Company will not require for its own benefit a deposit for services provided by another carrier, or refuse to accept a deposit in lieu of demonstrating satisfactory credit.

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In the event of cancellation, the deposit will be applied toward the subscriber's final bill and any remainder will be returned within 60 days after the service is discontinued. Deposits will be returned after one year if bills were paid on a timely basis.

(N)

Deposits shall earn on the monthly, unused balance not less than simple annual interest based on the three month financial commercial paper rate published by the Federal Reserve Board, on November 30th, of the prior year. The deposit will be considered returned after a reasonable effort has been made by the Company to return it to the customer.

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Interexchange Services Tariff

RULES (continued)

Rule 8 - Notices

Any notice the Company may give to a customer will be given orally or by written notice mailed to the customer's billing address or to such address as may be subsequently given by the customer to the Company.

Except for cancellation of service or as otherwise provided by these rules, any notice from any customer may be given by the customer or any authorized representative to the Company's business office orally or by written notice mailed to the Company's business office. Notice of service cancellation will be in writing.

Rule 9 - Rendering and Payment of Bills

- (a) Billing periods for Business Customers are either weekly or monthly, depending on the volume and nature of the Customers usage. (T)
(T)
- (b) The billing date is dependent on the billing cycle assigned to the customer.
- (c) The initial billing may consist of one month's estimated usage billed in advance. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and non-recurring charges for services ordered will be billed monthly in advance.
- (d) Bills are due and payable upon receipt of the invoice. The total invoiced amount must be paid within 22 days of the invoice mailing date or the bill will be considered past due. Bills not paid by the date specified above are subject to a late fee equal to 1.5% of the overdue balance. Customers will not be liable for late payment charges on disputed amounts that are resolved in the customer's favor. Customer's service may be terminated if service is not paid for by the 30th day past the billing date after written notice has been provided.
- (e) The Company is not responsible for local telephone charges incurred by the customer in gaining access to the Company's network.
- (f) A charge of \$15.00 will apply for all dishonored checks issued to the Company.

Interexchange Services Tariff

RULES (continued)

Rule 10 - Disputed Bills

In the case of a billing dispute between the customer and the Company for service furnished to the customer, which cannot be settled with mutual satisfaction, the customer can take the following course of action within 60 days of the disputed bill's billing date.

- (a) First, the customer may request, and the Company will perform, an in-depth review of the disputed amount and will provide the customer with its determination within 30 days. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection. During the Company's investigation, no late charges or penalties will be collected on the disputed amount and the charge will not be sent to collection nor any adverse credit report made based on non-payment of the disputed charge. If the subscriber prevails in its claim, then no late charge or penalty will be imposed on the amount in dispute. The Company will not disconnect service to the customer before 7 calendar days after the date the Company notifies the customer in writing of the results of its investigation. In no event will the Company disconnect service prior to the due date on the bill. (T)
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- (b) Second, if there is still disagreement about the disputed amount after the investigation and review by a manager of the Company, the customer may appeal to the CPUC's Consumer Affairs Branch ("CAB") for its investigation and decision. (T)
- (c) To avoid disconnection of service, the customer must submit the claim to the CAB, and, if the bill has not been paid, deposit the amount in dispute with the CPUC. The disputed amount must be made payable to the CPUC. No late charge or penalty may be imposed on the amount in dispute deposited with the CPUC. During the CAB review, no late charges or penalties may be collected, the charge may not be sent to collection, and no adverse credit report may be made based on non-payment of the disputed charge. (N)
|
(N)
- (d) The CPUC will review the claim of the disputed amount, communicate the results of its review to the customer and the Company and make disbursement of the deposited amount. The addresses and telephone numbers of the CPUC's Consumer Affairs Branch are:

| | |
|---------------------------------|-------------------------------|
| Consumer Affairs Branch | Consumer Affairs Branch |
| 505 Van Ness Avenue | 107 S. Broadway |
| San Francisco, California 94102 | Los Angeles, California 90012 |
| 1-800-649-7570 (toll free) | 1-800-649-7570 (toll free) |
| 1-415-703-1170 | 1-213-897-2975 |
| 1-415-703-2032 (TDD) | 1-213-897-0426 (TDD) |

Interexchange Services Tariff

RULES (continued)

Rule 11 - Discontinuance and Restoration of Service

Service continued to be provided until canceled by the customer in writing, or until canceled by the Company as set forth below.

Cancellation of Service by a Customer:

If a customer cancels his order for service before the service begins, a charge will be levied upon the customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

Cancellation for Cause by the Company:

Upon nonpayment of any sum owing to the Company, or upon violation of the provisions governing the furnishing of service under this tariff, the Company may, upon seven (7) days written notification, without incurring any liability, discontinue the furnishing of such service. (T)
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Notices to discontinue service for nonpayment of bills shall be provided in writing by first class mail to the customer not less than seven (7) calendar days prior to termination. Each notice shall contain: (N)

1. The name and address of the customer, and the telephone number(s) associated with the delinquent account. The name of the carrier as it appears on their CPCN, including any fictitious names.
2. Information sufficient for the subscriber to identify what service(s) are to be terminated, and the amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The procedure the customer may use to request amortization of the unpaid charges.
6. The toll-free telephone number of a representative of the Company who can provide customer assistance, additional information or institute arrangements for payment.
7. The telephone number of the commission's Consumer Affairs Branch (CAB) where the customer may direct inquiries.
8. Local service may not be discontinued for nonpayment of unregulated competitive services. (N)

Restoration Procedure:

Service may be restored after discontinuance for nonpayment if the customer establishes credit worthiness. The Company reserves the right to collect a deposit for re-establishment of service.

The Company reserves the right to refuse to re-establish service to customer for whom service was disconnected due to reasons of fraud, tampering with equipment, violations of rules and regulations, or similar reasons.

Interexchange Services Tariff

RULES (continued)

Rule 12 - Information to be Provided to the Public

A copy of this tariff schedule and advice letters will be available for public inspection by writing to:

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

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Copies of the Company's tariff schedules and advice letters are available to the public at a nominal cost to recover photocopying, postage and/or transmission expenses.

Rule 13 - Temporary Service

Temporary service or service to speculative projects will be provided if consistent with the best interest of the carrier. Rates and conditions for such service will be those published in this tariff schedule. Any customer paying the normal subscription fees shall be eligible to utilize the service.

Rule 15 - Access to Customer's Premises

The Company's authorized employees may enter a customer's premises at all reasonable hours for any purposes pertinent to the furnishing of service and the exercise of any and all rights secured to it by law or these rules.

Interexchange Services Tariff

RULES (continued)

Rule 16 - Limitation of Liability

Liability of the Company

The liability of the Company, if any, for damages arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to Customer for the service during which such mistakes, omissions, interruptions, delays errors or defects in transmission occurred. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the customer, or which arise from facilities or equipment used by the customer, shall not result in the imposition of any liability whatsoever upon the Company.

The Company is not liable for the quality of service provided by any local exchange carrier. The Company is not liable for any act, omission or negligence of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by the customer.

The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, civil disorders; labor problems, fire and flood, atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance hereunder due to necessary network reconfiguration; system modifications due to technical upgrades; or regulations established or actions taken by any court or government agency having jurisdiction over the Company.

In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to, and in no event shall exceed, the sum of \$1,000.00.

Overpayment

The Company shall remit any overpayment to customers under the following circumstances: (1) through the Company's normal internal auditing practices, the Company discovers the overpayment; and (2) customer submits a written claim, which with substantiating evidence supplied by the customer, the Company is able to verify.

Interexchange Services Tariff

RULES (continued)

Rule 18 - Discount Services to Qualified Entities (continued)

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Interexchange Services Tariff

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Rule 18 - Discount Services to Qualified Entities (continued)

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Interexchange Services Tariff

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Rule 18 - Discount Services to Qualified Entities (continued)

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Interexchange Services Tariff

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Rule 18 - Discount Services to Qualified Entities (continued)

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Interexchange Services Tariff

RULES (continued)

Rule 19 - California Teleconnect Fund Surcharge

This surcharge provides universal service support for a program of discounted services to qualifying schools, libraries, hospitals and health clinics, and community based organizations. (T)

Pursuant to Decision No. 96-10-066, this surcharge will be applied to all end user intrastate telecommunications services, both within a service area and between service areas. This surcharge will appear as a separate line item on subscribers' bills and be identified as the California Teleconnect Fund (or CTF) Surcharge, and will remain in effect until otherwise ordered by the Commission. The applicable CTF surcharge, as set by the Commission, is identified in the Taxes and Surcharge section of this tariff.

The CTF surcharge applies to all monthly service billed in advance and for all usage billed on or after February 1, 1997, except as noted below.

Exceptions:

- Universal Lifeline Telephone Service
- Coin Sent Paid Calling
- Debit Card Messages
- One-way Radio Paging Service
- Usage Charges to COPTs
- Customers receiving service under contracts executed prior to September 15, 1994

The following taxes and surcharges are not revenues and should not be included:

- CPUC Reimbursement Fee
- Universal Lifeline Telephone Service Surcharge
- Deaf and Disabled Surcharge
- California High Cost Fund-A Surcharge
- California High Cost Fund-B Surcharge
- California Teleconnect Fund Surcharge (T)

Interexchange Services Tariff

GRANDFATHERED SERVICES

The following services are grandfathered to existing customers at existing locations. Customers may continue to use the obsolete service arrangement. However, no additions, changes, moves or transfer of service are permitted.

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A. Switched Access Outbound and Inbound Rates

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| | <u>Tier A Origination</u> | <u>Tier B Origination</u> |
|----------|---------------------------|---------------------------|
| Plan SVR | \$0.0390 per minute | \$0.0690 per minute |
| Plan VR | \$0.0490 per minute | \$0.0790 per minute |

Billed with an additional 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.

B. Dedicated Access Rates

1.) Dedicated Non-Blended (Routing Advantage):

| | <u>Outbound</u> | <u>Inbound</u> |
|----------|-----------------|----------------|
| Plan SVR | \$0.0750/min. | \$0.0310/min. |
| Plan VR | \$0.0350/min. | \$0.0360/min. |

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

2.) Dedicated Blended (Dedicated Plus):

| | <u>Outbound</u> | <u>Inbound</u> |
|----------|-----------------|----------------|
| Plan SVR | \$0.0250/min. | \$0.0279/min. |
| Plan VR | \$0.0280/min. | \$0.0310/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.

(M)

Material appearing on this page originally appeared on Pages 6 & 7