
Interexchange Services

Title Sheet

AIRESPRING, INC.

INTEREXCHANGE TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by Airespring, Inc. with principal offices at 4825 Gaynor Avenue, Encino, California 91436. This Tariff applies for service furnished within the State of Georgia. This tariff is on file with the Georgia 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 1-888-389-2899.

ISSUED: May 13, 2002

EFFECTIVE:

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
4825 Gaynor Avenue
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CHECK SHEET

All pages of this tariff are effective as of the date shown at the bottom of the respective pages(s). Original and revised pages 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>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	
1	Original		21.5	Original	*
2	First Revised	*	22	First Revised	*
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5	Original		25	First Revised	*
6	Original		26	First Revised	*
7	Original		26.1	Original	*
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14	Original		26.8	Original	*
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16	Original		26.10	Original	*
17	Original		26.11	Original	*
18	Original		26.12	Original	*
19	Original		26.13	Original	*
20	Original		26.14	Original	*
21	First Revised	*	26.15	Original	*
21.1	Original	*	26.16	Original	*
21.2	Original	*	26.17	Original	*
21.3	Original	*	26.18	Original	*
21.4	Original	*	27	Original	

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SYMBOLS

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

- D - Delete 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 Only, No Change In Rate

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TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between Pages 14 and 15 would be Page 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the Page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 14 cancels 3rd Revised Page 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 Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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 page is the most current on file with the Commission.

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

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.

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.

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1.2 Abbreviations:

IXC - Interexchange Carrier

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 - REGULATIONS**2.1 Carrier Undertaking**

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

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

The Company's services are provided on a monthly basis, unless otherwise stated in this tariff. Services 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.

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

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2.3 Use of Service

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

2.4 Limitation of Liability

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

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

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

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2.4 Limitation of Liability (continued)

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

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

2.5 Interruption of Service

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

2.6 Restoration of Service

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

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2.7 Customer Responsibility

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

- A. 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.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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2.7 Customer Responsibility**2.7.2 Maintenance, Testing, and Adjustment**

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

2.7.3 Deposits

Applicants or customers whose financial condition is not acceptable to Carrier or is not a matter of general knowledge, may be required to make, at any time, a cash deposit up to an amount equaling two and one-half times (2.5x) one (1) month's actual or estimated charges for the purpose of guaranteeing final payment for service, in accordance with the rules of the Georgia Public Service Commission. Interest in the amount of 7% per annum will be paid on all deposits held by the Company. Upon discontinuance of service, the Company will deduct the amount of any unpaid bills for service furnished by the Company, and will refund the balance of the customer's deposit and accrued interest. In any event, the Company will comply with the provisions of §515-12-1-.05 of the Commission's Rules.

2.7.4 Credit Allowance

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

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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2.7.4 Credit Allowance (continued)

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

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, 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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2.7.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due within 20 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon ten (10) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. 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.
- G. Customers will be charged a late payment penalty in for past-due amounts.
- H. Customers will be charged a fee for all checks returned to the Company by the issuing institution.

2.7.7 Application of Charges

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

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2.8 Carrier Responsibility2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for an interruption of two hours or major fraction thereof that the interruption continues.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that the interruption continues.
- D. Customers have up to 30 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credits, unless appealed to the GA P.S.C., or the invoice shall be deemed correct.

2.8.2 Cancellation of Credit

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

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2.8.3 Disconnection of Service by Carrier

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

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. Violation of any regulation governing the service under this tariff;
- C. Violation of any law, rule, or regulation of an government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- F. Customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

2.8.4 Fractional Charges

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 number of days is divided by thirty days and the resultant fraction is then multiplied by the monthly charge to arrive at the fractional monthly charge

2.8.5 Returned Checks

Customers will be charged a fee, as set forth in the rate section of this tariff, for all checks issued to the Company which are dishonored by the issuing institution.

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2.8.6 Customer Complaint Procedure

The Company's Customer Service Representatives are available 24 hours per day via a toll free number listed on customer bills. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner. Unresolved disputes may be directed to the attention of the Georgia Public Service Commission.

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SECTION 3 - DESCRIPTION OF SERVICE**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 the 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 disconnects.

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

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day 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. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of 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.

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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 shall be furnished and maintained at the expense of the customer, except as otherwise provided. The customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his 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 all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

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

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

3.6 Minimum Call Completion Rate

The customer can expect 99% completion rate for calls attempted during peak use periods.

3.7 Special Services

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.

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

3.8 Service Offerings

The Company will provide the following services:

3.8.1 Message Toll Service (MTS) *

(C)

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

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

3.8.2 Inbound 8XX Service *

(C)

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

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

If a customer who has received an 800/888 number does not subscribe to the Company's Inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

**Effective July 30, 2011, this service is only available to existing customers at existing locations without modification.*

(N)
(N)

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

3.8 Service Offerings, (Cont'd.)

(N)

3.8.3 Switched Access Outbound and Inbound Service

A. Switched Access Outbound 1 Service

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

B. Switched Access Outbound 6 Service

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

C. Switched Access Inbound 1 Service

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

D. Switched Access Inbound 6 Service

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

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

3.8 Service Offerings, (Cont'd.)

(N)

3.8.4 Dedicated Access Outbound and Inbound Rates

A. Dedicated Access Outbound 6 Service

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

B. Dedicated Access Inbound 6 Service

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

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

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

3.8 Service Offerings, (Cont'd.)

(N)

3.8.5 SIP Trunking Inbound and Outbound Rates

A. Local SIP Trunking Outbound LD Service

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

B. Local SIP Trunking Inbound Toll Free Service

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

C. LD SIP Blended Trunk Outbound LD Service

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

D. LD SIP Blended Trunk Inbound Toll Free Service

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

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

3.8 Service Offerings, (Cont'd.)

(N)

3.8.6 Local and Integrated T-1 Service Offerings

A. Local and Integrated T-1 Outbound LD Service

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

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

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

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Interexchange Services

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

3.8 Service Offerings, (Cont'd.) (T)

3.8.8 Travel Card Service

Allows subscribers to place calls by gaining access to the network via an 800 number and personal identification number (PIN) issued by the Company.

3.8.9 Directory Assistance (T)

The provision of listed telephone numbers to requesting customers at a per call charge.

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SECTION 4 - MAXIMUM RATES AND CHARGES4.1 Usage Charges and Billing Increments4.1.1 Usage Charges

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

4.1.2 Billing Increments

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

4.1.3 Rounding

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

4.1.4 Taxes

All rates stated are exclusive of any applicable taxes.

4.1.5 County-Wide Calls

Pursuant to O.C.G.A. Section 46-5-25.1, all calls originating and terminating within the same county are toll free.

4.1.6 0-16 Mile Band Restriction

Pursuant to O.C.G.A. Section 46-2-25.2, all calls originating and terminating between central offices that are within 16 miles of each other are toll free.

4.1.7 0-22 Mile Band Restriction

Pursuant to O.C.G.A. Section 46-2-25.3, selected routes originating and terminating between central offices that are within 22 miles of each other are toll free.

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

4.2 Maximum 1+ MTS Rates *

(C)

DAY EVENING NIGHT/WEEKEND

Rate	Initial	Add'l	Initial	Add'l	Initial	Add'l
<u>Mileage</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>	<u>Minute</u>
0 - 10	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
11 - 16	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
17 - 22	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
23 - 30	\$0.1500	\$0.1500	\$0.1500	\$0.1500	\$0.1400	\$0.1400
31 - 40	\$0.1800	\$0.1800	\$0.1500	\$0.1500	\$0.1400	\$0.1400
41 - 55	\$0.1800	\$0.1800	\$0.1500	\$0.1500	\$0.1400	\$0.1400
56 - 70	\$0.1800	\$0.1800	\$0.1500	\$0.1500	\$0.1400	\$0.1400
71 - 124	\$0.1900	\$0.1900	\$0.1500	\$0.1500	\$0.1400	\$0.1400
125 - 196	\$0.1900	\$0.1900	\$0.1500	\$0.1500	\$0.1400	\$0.1400
197 - 292	\$0.1900	\$0.1900	\$0.1500	\$0.1500	\$0.1400	\$0.1400
293 - 400	\$0.1900	\$0.1900	\$0.1500	\$0.1500	\$0.1400	\$0.1400

MTS calls are billed in an initial one minute duration and one minute increments thereafter.

**Effective July 30, 2011, this service is only available to existing customers at existing locations without modification*

(N)
(N)

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

4.3 Maximum Switched Access Outbound and Inbound Rates * (C)

Tier A Origination Tier B Origination

Plan SVR \$0.2000 per minute \$0.2000 per minute

Plan VR \$0.2000 per minute \$0.2000 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 maximum monthly recurring charge of \$5.00.

4.4 Maximum Dedicated Access Outbound and Inbound Rates * (C)

4.4.1 Dedicated Non-Blended (Routing Advantage):

Outbound Inbound

Plan SVR \$0.1500/min \$0.1500/min

Plan VR \$0.1500/min \$0.1500/min

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

**Effective July 30, 2011, this service is only available to existing customers at existing locations without modification.* (N)
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SECTION 4 - MAXIMUM RATES AND CHARGES, (CONT'D.)

4.4.2 Dedicated Blended (Dedicated Plus): *

(C)

Outbound Inbound

Plan SVR \$0.1000/min \$0.1000/min

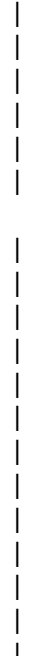
Plan VR \$0.1000/min \$0.1000/min

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)



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(M)

(N)

Certain material previously found on this page is now located on Page 26.18.

(N)

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

4.5 Switched Access Outbound and Inbound Service

4.5.1 Switched Access Outbound 1 Service (N)

A. Airespring Outbound A1

Option A

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	\$0.1555	\$0.1524	\$0.1493	\$0.1462
Option A-2	\$0.1393	\$0.1365	\$0.1337	\$0.1309
Option A-3	\$0.1286	\$0.1260	\$0.1235	\$0.1209
Option A-4	\$0.1230	\$0.1205	\$0.1181	\$0.1156

B. Airespring Outbound B1

Option B

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	\$0.0560	\$0.0549	\$0.0538	\$0.0526
Option B-2	\$0.0511	\$0.0501	\$0.0491	\$0.0480
Option B-3	\$0.0477	\$0.0467	\$0.0458	\$0.0448
Option B-4	\$0.0455	\$0.0446	\$0.0437	\$0.0428

C. Airespring Outbound C1

Option C

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	\$0.0560	\$0.0549	\$0.0538	\$0.0526
Option C-2	\$0.0511	\$0.0501	\$0.0491	\$0.0480
Option C-3	\$0.0477	\$0.0467	\$0.0458	\$0.0448
Option C-4	\$0.0455	\$0.0446	\$0.0437	\$0.0428

D. Airespring Outbound D1

Option D

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	\$0.0500	\$0.0490	\$0.0480	\$0.0470
Option D-2	\$0.0455	\$0.0446	\$0.0437	\$0.0428
Option D-3	\$0.0427	\$0.0418	\$0.0410	\$0.0401
Option D-4	\$0.0410	\$0.0402	\$0.0394	\$0.0385

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

4.5 Switched Access Outbound and Inbound Service

4.5.2 Switched Access Outbound 6 Service

A. Airespring Outbound A6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0468	\$0.0459	\$0.0449	\$0.0440
Option A6-2	\$0.0418	\$0.0410	\$0.0401	\$0.0393
Option A6-3	\$0.0387	\$0.0379	\$0.0372	\$0.0364
Option A6-4	\$0.0369	\$0.0362	\$0.0354	\$0.0347
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0156	\$0.0153	\$0.0150	\$0.0147
Option A6-2	\$0.0139	\$0.0137	\$0.0134	\$0.0131
Option A6-3	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option A6-4	\$0.0123	\$0.0121	\$0.0118	\$0.0116

B. Airespring Outbound B6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0168	\$0.0165	\$0.0161	\$0.0158
Option B6-2	\$0.0153	\$0.0150	\$0.0147	\$0.0144
Option B6-3	\$0.0144	\$0.0141	\$0.0138	\$0.0135
Option B6-4	\$0.0138	\$0.0135	\$0.0132	\$0.0130
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0056	\$0.0055	\$0.0054	\$0.0053
Option B6-2	\$0.0051	\$0.0050	\$0.0049	\$0.0048
Option B6-3	\$0.0048	\$0.0047	\$0.0046	\$0.0045
Option B6-4	\$0.0046	\$0.0045	\$0.0044	\$0.0043

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

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

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

C. Airespring Outbound C6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0168	\$0.0165	\$0.0161	\$0.0158
Option C6-2	\$0.0153	\$0.0150	\$0.0147	\$0.0144
Option C6-3	\$0.0144	\$0.0141	\$0.0138	\$0.0135
Option C6-4	\$0.0138	\$0.0135	\$0.0132	\$0.0130
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0056	\$0.0055	\$0.0054	\$0.0053
Option C6-2	\$0.0051	\$0.0050	\$0.0049	\$0.0048
Option C6-3	\$0.0048	\$0.0047	\$0.0046	\$0.0045
Option C6-4	\$0.0046	\$0.0045	\$0.0044	\$0.0043

D. Airespring Outbound D6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0150	\$0.0147	\$0.0144	\$0.0141
Option D6-2	\$0.0138	\$0.0135	\$0.0132	\$0.0130
Option D6-3	\$0.0129	\$0.0126	\$0.0124	\$0.0121
Option D6-4	\$0.0123	\$0.0121	\$0.0118	\$0.0116
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0050	\$0.0049	\$0.0048	\$0.0047
Option D6-2	\$0.0046	\$0.0045	\$0.0044	\$0.0043
Option D6-3	\$0.0043	\$0.0042	\$0.0041	\$0.0040
Option D6-4	\$0.0041	\$0.0040	\$0.0039	\$0.0039

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

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

4.5.3 Switched Access Inbound 1 Service

(N)

A. Airespring Inbound A1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	\$0.0605	\$0.0593	\$0.0581	\$0.0569
Option A-2	\$0.0549	\$0.0538	\$0.0527	\$0.0516
Option A-3	\$0.0511	\$0.0501	\$0.0491	\$0.0480
Option A-4	\$0.0493	\$0.0483	\$0.0473	\$0.0463

B. Airespring Inbound B1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	\$0.0605	\$0.0593	\$0.0581	\$0.0569
Option B-2	\$0.0549	\$0.0538	\$0.0527	\$0.0516
Option B-3	\$0.0511	\$0.0501	\$0.0491	\$0.0480
Option B-4	\$0.0493	\$0.0483	\$0.0473	\$0.0463

C. Airespring Inbound C1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	\$0.0605	\$0.0593	\$0.0581	\$0.0569
Option C-2	\$0.0549	\$0.0538	\$0.0527	\$0.0516
Option C-3	\$0.0511	\$0.0501	\$0.0491	\$0.0480
Option C-4	\$0.0493	\$0.0483	\$0.0473	\$0.0463

D. Airespring Inbound D1

	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	\$0.0605	\$0.0593	\$0.0581	\$0.0569
Option D-2	\$0.0549	\$0.0538	\$0.0527	\$0.0516
Option D-3	\$0.0511	\$0.0501	\$0.0491	\$0.0480
Option D-4	\$0.0493	\$0.0483	\$0.0473	\$0.0463

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

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

4.5.4 Switched Access Inbound 6 Service

A. Airespring Inbound A6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0183	\$0.0179	\$0.0176	\$0.0172
Option A6-2	\$0.0165	\$0.0162	\$0.0158	\$0.0155
Option A6-3	\$0.0153	\$0.0150	\$0.0147	\$0.0144
Option A6-4	\$0.0147	\$0.0144	\$0.0141	\$0.0138
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option A6-1	\$0.0061	\$0.0060	\$0.0059	\$0.0057
Option A6-2	\$0.0055	\$0.0054	\$0.0053	\$0.0052
Option A6-3	\$0.0051	\$0.0050	\$0.0049	\$0.0048
Option A6-4	\$0.0049	\$0.0048	\$0.0047	\$0.0046

B. Airespring Inbound B6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0183	\$0.0179	\$0.0176	\$0.0172
Option B6-2	\$0.0165	\$0.0162	\$0.0158	\$0.0155
Option B6-3	\$0.0153	\$0.0150	\$0.0147	\$0.0144
Option B6-4	\$0.0147	\$0.0144	\$0.0141	\$0.0138
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option B6-1	\$0.0061	\$0.0060	\$0.0059	\$0.0057
Option B6-2	\$0.0055	\$0.0054	\$0.0053	\$0.0052
Option B6-3	\$0.0051	\$0.0050	\$0.0049	\$0.0048
Option B6-4	\$0.0049	\$0.0048	\$0.0047	\$0.0046

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

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

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

(N)

C. Airespring Inbound C6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0183	\$0.0179	\$0.0176	\$0.0172
Option C6-2	\$0.0165	\$0.0162	\$0.0158	\$0.0155
Option C6-3	\$0.0153	\$0.0150	\$0.0147	\$0.0144
Option C6-4	\$0.0147	\$0.0144	\$0.0141	\$0.0138
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0061	\$0.0060	\$0.0059	\$0.0057
Option C6-2	\$0.0055	\$0.0054	\$0.0053	\$0.0052
Option C6-3	\$0.0051	\$0.0050	\$0.0049	\$0.0048
Option C6-4	\$0.0049	\$0.0048	\$0.0047	\$0.0046

D. Airespring Inbound D6

Initial Period	Per Period Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0183	\$0.0179	\$0.0176	\$0.0172
Option D6-2	\$0.0165	\$0.0162	\$0.0158	\$0.0155
Option D6-3	\$0.0153	\$0.0150	\$0.0147	\$0.0144
Option D6-4	\$0.0147	\$0.0144	\$0.0141	\$0.0138
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0061	\$0.0060	\$0.0059	\$0.0057
Option D6-2	\$0.0055	\$0.0054	\$0.0053	\$0.0052
Option D6-3	\$0.0051	\$0.0050	\$0.0049	\$0.0048
Option D6-4	\$0.0049	\$0.0048	\$0.0047	\$0.0046

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Interexchange Services

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

4.6 Dedicated Access Outbound and Inbound Rates

4.6.1 Dedicated Access Outbound 6 Service

(N)

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	\$0.00373	\$0.00366	\$0.00360	\$0.00354	\$0.00349	\$0.00339
Option A-2	\$0.00345	\$0.00338	\$0.00333	\$0.00328	\$0.00323	\$0.00314
Option A-3	\$0.00315	\$0.00309	\$0.00304	\$0.00299	\$0.00295	\$0.00287
Option A-4	\$0.00289	\$0.00283	\$0.00279	\$0.00275	\$0.00270	\$0.00263
Option A-5	\$0.00273	\$0.00268	\$0.00263	\$0.00259	\$0.00255	\$0.00248
Option A-6	\$0.00259	\$0.00254	\$0.00250	\$0.00246	\$0.00242	\$0.00236

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	\$0.00342	\$0.00335	\$0.00330	\$0.00325	\$0.00320	\$0.00311
Option B-2	\$0.00316	\$0.00310	\$0.00305	\$0.00300	\$0.00295	\$0.00288
Option B-3	\$0.00288	\$0.00282	\$0.00278	\$0.00274	\$0.00296	\$0.00262
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

C. Airespring Dedicated Outbound C1

Per Period Rates (Initial and Each Additional Period)

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

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

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

4.6.2 Dedicated Access Inbound 6 Service

(N)

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	\$0.00597	\$0.00585	\$0.00576	\$0.00567	\$0.00558	\$0.00543
Option A-2	\$0.00552	\$0.00541	\$0.00533	\$0.00524	\$0.00516	\$0.00502
Option A-3	\$0.00504	\$0.00494	\$0.00486	\$0.00479	\$0.00471	\$0.00459
Option A-4	\$0.00462	\$0.00453	\$0.00446	\$0.00439	\$0.00432	\$0.00420
Option A-5	\$0.00437	\$0.00428	\$0.00422	\$0.00415	\$0.00409	\$0.00398
Option A-6	\$0.00414	\$0.00406	\$0.00400	\$0.00393	\$0.00387	\$0.00377

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	\$0.00422	\$0.00414	\$0.00407	\$0.00401	\$0.00395	\$0.00384
Option B-2	\$0.00390	\$0.00382	\$0.00377	\$0.00371	\$0.00365	\$0.00355
Option B-3	\$0.00356	\$0.00349	\$0.00344	\$0.00338	\$0.00333	\$0.00324
Option B-4	\$0.00327	\$0.00320	\$0.00316	\$0.00311	\$0.00306	\$0.00298
Option B-5	\$0.00309	\$0.00303	\$0.00298	\$0.00294	\$0.00289	\$0.00281
Option B-6	\$0.00293	\$0.00287	\$0.00283	\$0.00278	\$0.00274	\$0.00267

C. Airespring Dedicated Inbound C6

Per Period Rates (Initial and Each Additional Period)

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option C-1	\$0.00221	\$0.00217	\$0.00213	\$0.00210	\$0.00207	\$0.00201
Option C-2	\$0.00205	\$0.00200	\$0.00197	\$0.00194	\$0.00191	\$0.00186
Option C-3	\$0.00187	\$0.00183	\$0.00180	\$0.00178	\$0.00175	\$0.00170
Option C-4	\$0.00171	\$0.00168	\$0.00165	\$0.00162	\$0.00160	\$0.00156
Option C-5	\$0.00162	\$0.00159	\$0.00156	\$0.00154	\$0.00151	\$0.00147
Option C-6	\$0.00153	\$0.00150	\$0.00148	\$0.00145	\$0.00143	\$0.00139

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Interexchange Services

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

4.7 SIP Trunking Inbound and Outbound Rates

(N)

4.7.1 Local SIP Trunking Outbound LD Service

A. Per Minute Rates

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

	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01168	\$0.01144	\$0.01121	\$0.01098	\$0.01074
Option A-2	\$0.01080	\$0.01058	\$0.01037	\$0.01015	\$0.00993
Option A-3	\$0.00986	\$0.00966	\$0.00946	\$0.00926	\$0.00907
Option A-4	\$0.00904	\$0.00886	\$0.00868	\$0.00850	\$0.00832
Option A-5	\$0.00854	\$0.00837	\$0.00820	\$0.00803	\$0.00785

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	\$0.0350	\$0.0343	\$0.0336	\$0.0329	\$0.0322
Option A-2	\$0.0324	\$0.0317	\$0.0311	\$0.0305	\$0.0298
Option A-3	\$0.0296	\$0.0290	\$0.0284	\$0.0278	\$0.0272
Option A-4	\$0.0271	\$0.0266	\$0.0260	\$0.0255	\$0.0250
Option A-5	\$0.0256	\$0.0251	\$0.0246	\$0.0241	\$0.0236
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0012	\$0.0012	\$0.0011	\$0.0011	\$0.0011
Option A-2	\$0.0011	\$0.0011	\$0.0010	\$0.0010	\$0.0010
Option A-3	\$0.0010	\$0.0010	\$0.0010	\$0.0009	\$0.0009
Option A-4	\$0.0009	\$0.0009	\$0.0009	\$0.0009	\$0.0008
Option A-5	\$0.0009	\$0.0008	\$0.0008	\$0.0008	\$0.0008

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Interexchange Services

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

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

4.7.2 Local SIP Trunking Inbound Toll Free Service

(N)

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	\$0.0221	\$0.0217	\$0.0212	\$0.0208	\$0.0204
Option A-2	\$0.0205	\$0.0200	\$0.0196	\$0.0192	\$0.0188
Option A-3	\$0.0187	\$0.0183	\$0.0179	\$0.0176	\$0.0172
Option A-4	\$0.0171	\$0.0168	\$0.0164	\$0.0161	\$0.0158
Option A-5	\$0.0162	\$0.0159	\$0.0155	\$0.0152	\$0.0149

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	\$0.0350	\$0.0343	\$0.0336	\$0.0329	\$0.0322
Option A-2	\$0.0324	\$0.0317	\$0.0311	\$0.0305	\$0.0298
Option A-3	\$0.0296	\$0.0290	\$0.0284	\$0.0278	\$0.0272
Option A-4	\$0.0271	\$0.0266	\$0.0260	\$0.0255	\$0.0250
Option A-5	\$0.0256	\$0.0251	\$0.0246	\$0.0241	\$0.0236
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0022	\$0.0022	\$0.0021	\$0.0021	\$0.0020
Option A-2	\$0.0020	\$0.0020	\$0.0020	\$0.0019	\$0.0019
Option A-3	\$0.0019	\$0.0018	\$0.0018	\$0.0018	\$0.0017
Option A-4	\$0.0017	\$0.0017	\$0.0016	\$0.0016	\$0.0016
Option A-5	\$0.0016	\$0.0016	\$0.0016	\$0.0015	\$0.0015

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

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

(N)

4.7.3 LD SIP Blended Trunk Outbound LD Service

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

4.7.4 LD SIP Blended Trunk Inbound Toll Free Service

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

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

4.8 Local and Integrated T-1 Service Offerings

4.8.1 Local and Integrated T-1 Outbound LD Service

A. Local and Integrated T-1 Option A

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.02190	\$0.07110	\$0.06960	\$0.06820	\$0.06670
Option A-2	\$0.02010	\$0.02150	\$0.02100	\$0.02060	\$0.02010
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	\$0.00730	\$0.00720	\$0.00700	\$0.00690	\$0.00670
Option A-2	\$0.00671	\$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	\$0.01170	\$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)

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

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

(N)

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

C. Local and Integrated T-1 Option C

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00690	\$0.02210	\$0.02170	\$0.02120	\$0.02080
Option C-2	\$0.00630	\$0.00680	\$0.00660	\$0.00650	\$0.00630
Option C-3	\$0.00570	\$0.00620	\$0.00600	\$0.00590	\$0.00580
Option C-4	\$0.00510	\$0.00560	\$0.00550	\$0.00540	\$0.00520
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00230	\$0.00230	\$0.00220	\$0.00220	\$0.00210
Option C-2	\$0.00210	\$0.00210	\$0.00200	\$0.00200	\$0.00190
Option C-3	\$0.00190	\$0.00190	\$0.00180	\$0.00180	\$0.00170
Option C-4	\$0.00170	\$0.00170	\$0.00160	\$0.00160	\$0.00160

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00360	\$0.01140	\$0.01120	\$0.01100	\$0.01070
Option D-2	\$0.00330	\$0.00350	\$0.00350	\$0.00340	\$0.00330
Option D-3	\$0.00300	\$0.00320	\$0.00320	\$0.00310	\$0.00300
Option D-4	\$0.00270	\$0.00290	\$0.00290	\$0.00280	\$0.00280
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00120	\$0.00120	\$0.00120	\$0.00110	\$0.00110
Option D-2	\$0.00110	\$0.00110	\$0.00110	\$0.00100	\$0.00100
Option D-3	\$0.00100	\$0.00100	\$0.00100	\$0.00090	\$0.00090
Option D-4	\$0.00090	\$0.00090	\$0.00090	\$0.00080	\$0.00080

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Interexchange Services

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

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

(N)

4.8.2 Local and Integrated T-1 Inbound Toll Free Service

A. Local and Integrated T-1 Option A

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01110	\$0.03670	\$0.03600	\$0.03520	\$0.03450
Option A-2	\$0.01040	\$0.01090	\$0.01070	\$0.01040	\$0.01020
Option A-3	\$0.00960	\$0.01020	\$0.01000	\$0.00980	\$0.00960
Option A-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 A-1	\$0.00370	\$0.00360	\$0.00360	\$0.00350	\$0.00340
Option A-2	\$0.00346	\$0.00340	\$0.00330	\$0.00330	\$0.00320
Option A-3	\$0.00320	\$0.00310	\$0.00310	\$0.00300	\$0.00290
Option A-4	\$0.00290	\$0.00280	\$0.00280	\$0.00270	\$0.00270

B. Local and Integrated T-1 Option B

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

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

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

(N)

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

C. Local and Integrated T-1 Option C

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.04140	\$0.13550	\$0.13280	\$0.13000	\$0.12720
Option C-2	\$0.03840	\$0.04060	\$0.03970	\$0.03890	\$0.03810
Option C-3	\$0.03510	\$0.03760	\$0.03690	\$0.03610	\$0.03530
Option C-4	\$0.03210	\$0.03440	\$0.03370	\$0.03300	\$0.03230
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.01380	\$0.01350	\$0.01320	\$0.01300	\$0.01270
Option C-2	\$0.01280	\$0.01250	\$0.01230	\$0.01200	\$0.01180
Option C-3	\$0.01170	\$0.01150	\$0.01120	\$0.01100	\$0.01080
Option C-4	\$0.01070	\$0.01050	\$0.01030	\$0.01010	\$0.00980

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.02400	\$0.07850	\$0.07690	\$0.07530	\$0.07370
Option D-2	\$0.02220	\$0.02350	\$0.02300	\$0.02260	\$0.02210
Option D-3	\$0.02040	\$0.02180	\$0.02130	\$0.02090	\$0.02040
Option D-4	\$0.01860	\$0.02000	\$0.01960	\$0.01920	\$0.01880
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00800	\$0.00780	\$0.00770	\$0.00750	\$0.00740
Option D-2	\$0.00740	\$0.00730	\$0.00710	\$0.00700	\$0.00680
Option D-3	\$0.00680	\$0.00670	\$0.00650	\$0.00640	\$0.00630
Option D-4	\$0.00620	\$0.00610	\$0.00600	\$0.00580	\$0.00570

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Interexchange Services

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

4.9 Optional Rates and Tiered Pricing Summary

4.9.1 Switched Access Rate Options

1. 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

2. Tier Levels

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

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

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Interexchange Services

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

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

4.9.2 Dedicated Access Rate Options

1. 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 +

2. Tier Levels

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

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

(N)

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

- 4.7 Maximum Directory Assistance (T) (M)
 IntraLATA: \$0.95 per call
 InterLATA: \$1.49 per call
- 4.8 Late Payment Penalty (T)
 A Late Payment Charge of 1.5% shall be applied to a customer's bill when the previous month's bill has not been paid in full by the billing date and the balance is greater than \$20.00.
- 4.9 Maximum Dishonored Check Charge (T)
 \$25.00 per check.
- 4.10 Maximum Pay Telephone (Payphone) Surcharge (T)
 A maximum \$0.50 surcharge will 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 the pay telephone service provider.
- 4.11 Maximum PICC Charge (T) (M)
 \$5.00 per month. Applies to business customers only.

Material now found on this page was previously located on Page 26.

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Interexchange Services

4.10 Discounts for Hearing Impaired Customers:

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

4.11 Promotional Offerings:

Seven (7) days notice will be given to the GPSC detailing any promotion, along with the beginning and ending dates.

ISSUED: May 13, 2002**EFFECTIVE:**

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
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Encino, CA 91436