

TITLE SHEET

AIRESPRING, INC.

TARIFF NO. 1

This tariff contains the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Airespring, Inc., with principal offices at 6060 Sepulveda Boulevard, 2nd Floor, Van Nuys, CA 91411-2512. This tariff is on file with the Texas Public Utility Commission, and the copies may be inspected during normal business hours at the Company's principal place of business.

Issued: May 13, 2002

Effective: May 14, 2002

Issued by: Avi Lonstein, President
6060 Sepulveda Boulevard, 2nd Floor
Van Nuys, CA 91411-2512

CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheets. Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date shown on the bottom of this page.

Sheet	Revision		Sheet	Revision		Sheet	Revision	
1	Original		17	Original		33	Original	*
2	1 st Rev.	*	18	Original		34	Original	*
3	Original		19	Original		35	Original	*
4	Original		20	Original		36	Original	*
5	Original		21	Original		37	Original	*
6	Original		22	Original		38	Original	*
7	Original		23	Original		39	Original	*
8	Original		24	Original		40	Original	*
9	Original		25	Original		41	Original	*
10	Original		26	Original	*	42	Original	*
11	Original		27	Original	*	43	Original	*
12	Original		28	Original	*	44	Original	*
13	Original		29	Original	*	45	Original	*
14	Original		30	Original	*	46	Original	*
15	Original		31	Original	*	47	Original	*
16	Original		32	Original	*	48	Original	*

* - indicates those pages included with this filing

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SYMBOLS

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

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

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Pages 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.

2
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.a

- D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current sheet on file with the Commission.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

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

Cancellation of Order - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

Carrier - Airespring, Inc., unless specifically stated otherwise.

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

Completed Calls - Completed calls are calls answered on the distance end. In the event a customer is charged for an incomplete call, the Company will issue a credit to the customer upon request.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. through 4:59 p.m., Monday through Friday.

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

Evening Rate Period - 5:00 p.m. through 10:59 p.m., Sunday through Friday.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions: (Cont'd.)

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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

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

Night/Weekend Rate Period - 11:00 p.m. through 7:59 a.m., every day; 8:00 a.m. through 10:59 p.m. Saturday; and 8:00 a.m. through 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.

SECTION 2 - RULES AND REGULATIONS

2.1 Carrier Undertaking

The Company provides long distance message toll telephone service to customers for the 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. 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.

2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any such assignee or transferee.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Use of Service

Service may not be used for any unlawful purposes.

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

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, arising out of or relating to this tariff or the obligations of Carrier pursuant to this tariff, 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 occur. 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 are hereby excluded and disclaimed.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Limitation of Liability, (Cont'd.)

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by 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 so as to not interfere with the services provided by Carrier.

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

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

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 Limitation of Liability

2.4.4 Carrier shall not be liable for, and the customer indemnifies and holds Carrier harmless from, any and all loss, claims, demands, suits, or other actions, or any liability whatsoever, whether suffered, made, instituted, or asserted by the customer or by any party or persons, for personal injury to, or death of, any person(s) and for any loss, damage, defacement, or destruction of the premises of the customer or any other property, whether owned by the customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, maintenance, condition, location, or use that is not the direct result of the carrier's negligence. No agents or employees or other carriers shall be deemed to be agents or employees of Carrier.

2.4.5 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer directly resulting from Carrier's action, or failure to act in routing the call, or (b) \$1,000.00.

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 in Section 2.4 of this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving 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 Carrier's terminal.

2.6 Restoration of Service

Restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the FCC Rules and Regulations specifying the priority system for such activities.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Responsibility of the Customer

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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Responsibility of the Customer, (Cont'd.)

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any 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

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to be held as guarantee for payment of charges. Such a deposit shall not exceed an amount equal to twice (2x) the estimated or actual average monthly usage charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits will be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through one year of prompt payment for services.

Upon termination of service, deposits shall be credited to the final bill with any balance being returned to the customer.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Responsibility of the Customer, (Cont'd.)

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 and last for more than two hours.

- 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.
- 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Responsibility of the Customer, (Cont'd.)

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by Carrier.

2.7.6 Payment and Charges for Services

- A. Service is provided and billed on a monthly basis.
- B. Payment is due upon receipt. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. Customer is responsible for payment of any state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) which will be listed as separate line items and which are not included in the quoted rates.
- F. Customers will be charged a late payment penalty in the amount of one and one-half percent (1.5%) per month of the past-due amount and any charges associated with disconnection and reconnection of service.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Responsibility of Carrier

2.8.1 Cancellation 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.

2.8.2 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, 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. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any 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.

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.8 Responsibility of Carrier, (Cont'd.)

2.8.3 Fractional Charges

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

2.8.4 Customer Complaints and/or Billing Disputes

Customers should notify the Company of any complaints or disputes via the toll free Customer Service number printed on all customer bills (1-888-389-2899) or by writing to:

Airespring, Inc.
4825 Gaynor Avenue
Encino, CA 91436
Unresolved disputes may be directed to:
Texas Public Utilities Commission
1701 N. Congress Avenue
Austin, TX 78701

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

Customer time begins when the Company receives signalling to detect that the network connection between the calling party and the Carrier network has been established. Chargeable time ends when either party disconnects.

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

The minimum length of a call for billing purposes is sixty (60) seconds, unless otherwise specified under the individual description of service contained in this tariff.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is provided to the customer. The end of service date is the last day or any portion thereof on which service is provided after receipt by Carrier of notification of cancellation.

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.

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.

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

3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

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

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

3.6 Minimum Call Completion Rate

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

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

3.7 Services Offered

The Company will provide the following services:

3.7.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network or by the customer dialing an access code provided by the Company.

3.7.2 Inbound 8XX Service

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 a 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.

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

3.7 Services Offered, (Cont'd.)

3.7.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the network via a toll free number and personal identification number (PIN) issued by the Company.

3.7.4 Directory Assistance

Directory assistance is the provision of listed telephone numbers to requesting customers at a per call charge.

SECTION 4 - RATES AND CHARGES

4.1 Usage Charges and Billing Increments

4.1.1 Usage Charges

Unless flat rated, usage charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the increments stated in the individual product rate sections.

4.1.3 Rounding

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

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

4.2 Switched Access Outbound and Inbound Rates

Tier A Origination Tier B Origination
Plan SVR \$0.1190 per minute \$0.1180 per minute
Plan VR \$0.1370 per minute \$0.1330 per minute
Billed with an initial 18 second increment and in 6 second increments thereafter.
Customers using less than \$15.00 per month will incur a monthly recurring charge of \$2.99.

4.3 Dedicated Access Rates

4.3.1 Dedicated Non-Blended (Routing Advantage):

Outbound Inbound
Plan SVR \$0.075/min \$0.066/min
Plan VR \$0.084/min \$0.075/min
Billed in 6 second increments.
Customers are required to sign a one-year term contract.
Monthly Commitment of \$3,000.00 required.

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

4.3 Dedicated Access Rates, (Cont'd.)

4.3.2 Dedicated Blended (Dedicated Plus):

Outbound Inbound

Plan SVR \$0.054/min \$0.0575/min

Plan VR \$0.061/min \$0.065/min

Billed with an initial 18 second increment and in 6 second increments thereafter.

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

Monthly Commitment of \$3,000.00 required.

4.4 PICC Charge

\$4.31 per month. Applies to business customers only.

4.5 Directory Assistance

\$0.99 per call.

4.6 Late Payment Penalty

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

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

4.7 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$15.00 per check.

4.8 Special Promotions

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

4.9 Pay Telephone (Payphone) Surcharge

A \$0.25 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.

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

4.10 Airespring Outbound x1 Plans (N)

4.10.1 Airespring Outbound A1

Airespring Outbound A1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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. Outbound Option A1 is for customers with minimal monthly usage.

Option A	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	\$0.1612	\$0.1580	\$0.1548	\$0.1515
Option A-2	\$0.1443	\$0.1414	\$0.1385	\$0.1356
Option A-3	\$0.1331	\$0.1304	\$0.1278	\$0.1251
Option A-4	\$0.1292	\$0.1266	\$0.1240	\$0.1214

4.10.2 Airespring Outbound B1

Airespring Outbound B1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. 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. Outbound Option B1 is for customers with intermediate monthly usage.

Outbound B	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	\$0.1477	\$0.1447	\$0.1418	\$0.1388
Option B-2	\$0.1324	\$0.1298	\$0.1271	\$0.1245
Option B-3	\$0.1219	\$0.1195	\$0.1170	\$0.1146
Option B-4	\$0.1168	\$0.1145	\$0.1121	\$0.1098

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

4.10 Airespring Outbound x1 Plans, (Cont'd.)

(N)

4.10.3 Airespring Outbound C1

Airespring Outbound C1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. 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. Outbound Option C1 is for customers with moderate monthly usage.

Option C	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	\$0.1387	\$0.1359	\$0.1332	\$0.1304
Option C-2	\$0.1241	\$0.1216	\$0.1191	\$0.1167
Option C-3	\$0.1140	\$0.1117	\$0.1094	\$0.1072
Option C-4	\$0.1095	\$0.1073	\$0.1051	\$0.1029

4.10.4 Airespring Outbound D1

Airespring Outbound D1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. 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. Outbound Option D1 is for customers with heavy monthly usage.

Outbound D	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	\$0.1297	\$0.1271	\$0.1245	\$0.1219
Option D-2	\$0.1162	\$0.1139	\$0.1116	\$0.1092
Option D-3	\$0.1073	\$0.1052	\$0.1030	\$0.1009
Option D-4	\$0.1028	\$0.1007	\$0.0987	\$0.0966

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

4.11 Airespring Outbound x6 Plans

(N)

4.11.1 Airespring Outbound A6

Airespring Outbound A6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Outbound A6		Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option A6-1	\$0.0483	\$0.0473	\$0.0464	\$0.0454	
Option A6-2	\$0.0433	\$0.0424	\$0.0416	\$0.0407	
Option A6-3	\$0.0399	\$0.0391	\$0.0383	\$0.0375	
Option A6-4	\$0.0387	\$0.0379	\$0.0372	\$0.0364	
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option A6-1	\$0.0161	\$0.0158	\$0.0155	\$0.0151	
Option A6-2	\$0.0144	\$0.0141	\$0.0139	\$0.0136	
Option A6-3	\$0.0133	\$0.0130	\$0.0128	\$0.0125	
Option A6-4	\$0.0129	\$0.0126	\$0.0124	\$0.0121	

4.11.2 Airespring Outbound B6

Airespring Outbound B6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Outbound B6		Per Minute Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option B6-1	\$0.0444	\$0.0435	\$0.0426	\$0.0417	
Option B6-2	\$0.0396	\$0.0388	\$0.0380	\$0.0372	
Option B6-3	\$0.0366	\$0.0359	\$0.0351	\$0.0344	
Option B6-4	\$0.0351	\$0.0344	\$0.0337	\$0.0330	
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option B6-1	\$0.0148	\$0.0145	\$0.0142	\$0.0139	
Option B6-2	\$0.0132	\$0.0129	\$0.0127	\$0.0124	
Option B6-3	\$0.0122	\$0.0120	\$0.0117	\$0.0115	
Option B6-4	\$0.0117	\$0.0115	\$0.0112	\$0.0110	

(N)

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

4.11 Airespring Outbound x6 Plans, (Cont'd.)

(N)

4.11.3 Airespring Outbound C6

Airespring Outbound C6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Outbound C6 Initial Period	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0417	\$0.0409	\$0.0400	\$0.0392
Option C6-2	\$0.0372	\$0.0365	\$0.0357	\$0.0350
Option C6-3	\$0.0342	\$0.0335	\$0.0328	\$0.0321
Option C6-4	\$0.0330	\$0.0323	\$0.0317	\$0.0310
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option C6-1	\$0.0139	\$0.0136	\$0.0133	\$0.0131
Option C6-2	\$0.0124	\$0.0122	\$0.0119	\$0.0117
Option C6-3	\$0.0114	\$0.0112	\$0.0109	\$0.0107
Option C6-4	\$0.0110	\$0.0108	\$0.0106	\$0.0103

4.11.4 Airespring Outbound D6

Airespring Outbound D6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Outbound D6 Initial Period	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0390	\$0.0382	\$0.0374	\$0.0367
Option D6-2	\$0.0348	\$0.0341	\$0.0334	\$0.0327
Option D6-3	\$0.0321	\$0.0315	\$0.0308	\$0.0302
Option D6-4	\$0.0309	\$0.0303	\$0.0297	\$0.0290
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4
Option D6-1	\$0.0130	\$0.0127	\$0.0125	\$0.0122
Option D6-2	\$0.0116	\$0.0114	\$0.0111	\$0.0109
Option D6-3	\$0.0107	\$0.0105	\$0.0103	\$0.0101
Option D6-4	\$0.0103	\$0.0101	\$0.0099	\$0.0097

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

4.12 Airespring Inbound x1 Plans (N)

4.12.1 Airespring Inbound A1

Airespring Inbound A1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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. Inbound Option A1 is for customers with minimal monthly usage.

Option A	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option A-1	\$0.1297	\$0.1271	\$0.1245	\$0.1219
Option A-2	\$0.1162	\$0.1139	\$0.1116	\$0.1092
Option A-3	\$0.1073	\$0.1052	\$0.1030	\$0.1009
Option A-4	\$0.1028	\$0.1007	\$0.0987	\$0.0966

4.12.2 Airespring Inbound B1

Airespring Inbound B1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. 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. Inbound Option B1 is for customers with intermediate monthly usage.

Inbound B	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option B-1	\$0.1612	\$0.1580	\$0.1548	\$0.1515
Option B-2	\$0.1443	\$0.1414	\$0.1385	\$0.1356
Option B-3	\$0.1331	\$0.1304	\$0.1278	\$0.1251
Option B-4	\$0.1292	\$0.1266	\$0.1240	\$0.1214

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

4.12 Airespring Inbound x1 Plans, (Cont'd.)

(N)

4.12.3 Airespring Inbound C1

Airespring Inbound C1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. 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. Inbound Option C1 is for customers with moderate monthly usage.

Option C	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option C-1	\$0.1612	\$0.1580	\$0.1548	\$0.1515
Option C-2	\$0.1443	\$0.1414	\$0.1385	\$0.1356
Option C-3	\$0.1331	\$0.1304	\$0.1278	\$0.1251
Option C-4	\$0.1292	\$0.1266	\$0.1240	\$0.1214

4.12.4 Airespring Inbound D1

Airespring Inbound D1 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. All calls are billed in one (1) minute increments, with a minimum billing period of one (1) minute. 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. Inbound Option D1 is for customers with heavy monthly usage.

Inbound D	Per Minute Rates			
	Tier 1	Tier 2	Tier 3	Tier 4
Option D-1	\$0.1612	\$0.1580	\$0.1548	\$0.1515
Option D-2	\$0.1443	\$0.1414	\$0.1385	\$0.1356
Option D-3	\$0.1331	\$0.1304	\$0.1278	\$0.1251
Option D-4	\$0.1292	\$0.1266	\$0.1240	\$0.1214

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

4.13 Airespring Inbound x6 Plans

(N)

4.13.1 Airespring Inbound A6

Airespring Inbound A6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Inbound A6		Per Period Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option A6-1	\$0.0390	\$0.0382	\$0.0374	\$0.0367	
Option A6-2	\$0.0349	\$0.0342	\$0.0335	\$0.0328	
Option A6-3	\$0.0321	\$0.0315	\$0.0308	\$0.0302	
Option A6-4	\$0.0309	\$0.0303	\$0.0297	\$0.0290	
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option A6-1	\$0.0130	\$0.0127	\$0.0125	\$0.0122	
Option A6-2	\$0.0116	\$0.0114	\$0.0112	\$0.0109	
Option A6-3	\$0.0107	\$0.0105	\$0.0103	\$0.0101	
Option A6-4	\$0.0103	\$0.0101	\$0.0099	\$0.0097	

4.13.2 Airespring Inbound B6

Airespring Inbound B6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Inbound B6		Per Minute Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option B6-1	\$0.0483	\$0.0473	\$0.0464	\$0.0454	
Option B6-2	\$0.0432	\$0.0423	\$0.0415	\$0.0406	
Option B6-3	\$0.0399	\$0.0391	\$0.0383	\$0.0375	
Option B6-4	\$0.0387	\$0.0379	\$0.0372	\$0.0364	
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option B6-1	\$0.0161	\$0.0158	\$0.0155	\$0.0151	
Option B6-2	\$0.0144	\$0.0141	\$0.0138	\$0.0135	
Option B6-3	\$0.0133	\$0.0130	\$0.0128	\$0.0125	
Option B6-4	\$0.0129	\$0.0126	\$0.0124	\$0.0121	

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

4.13 Airespring Inbound x6 Plans, (Cont'd.)

(N)

4.13.3 Airespring Inbound C6

Airespring Inbound C6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Inbound C6		Per Minute Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option C6-1	\$0.0483	\$0.0473	\$0.0464	\$0.0454	
Option C6-2	\$0.0432	\$0.0423	\$0.0415	\$0.0406	
Option C6-3	\$0.0399	\$0.0391	\$0.0383	\$0.0375	
Option C6-4	\$0.0387	\$0.0379	\$0.0372	\$0.0364	
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option C6-1	\$0.0161	\$0.0158	\$0.0155	\$0.0151	
Option C6-2	\$0.0144	\$0.0141	\$0.0138	\$0.0135	
Option C6-3	\$0.0133	\$0.0130	\$0.0128	\$0.0125	
Option C6-4	\$0.0129	\$0.0126	\$0.0124	\$0.0121	

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

4.13 Airespring Inbound x6 Plans, (Cont'd.)

(N)

4.13.4 Airespring Inbound D6

Airespring Inbound D6 provides Customers with the ability to make intrastate 1+ long distance calls within the State of Texas. 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.

Inbound D6		Per Minute Rates			
Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option D6-1	\$0.0483	\$0.0473	\$0.0464	\$0.0454	
Option D6-2	\$0.0432	\$0.0423	\$0.0415	\$0.0406	
Option D6-3	\$0.0399	\$0.0391	\$0.0383	\$0.0375	
Option D6-4	\$0.0387	\$0.0379	\$0.0372	\$0.0364	
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	
Option D6-1	\$0.0161	\$0.0158	\$0.0155	\$0.0151	
Option D6-2	\$0.0144	\$0.0141	\$0.0138	\$0.0135	
Option D6-3	\$0.0133	\$0.0130	\$0.0128	\$0.0125	
Option D6-4	\$0.0129	\$0.0126	\$0.0124	\$0.0121	

4.13.5 Toll Free Service Monthly Recurring Charge

The Customer will be charged a monthly recurring charge for each toll free number that have secured from the Company.

Monthly Recurring Charge (per line) \$2.00

(N)

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

4.14 Dedicated Access Outbound and Inbound Rates (N)

4.14.1 Airespring Dedicated Outbound Services

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

Dedicated A	Per Period Rates (Initial and Each Additional Period)					
Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00475	\$0.00466	\$0.00458	\$0.00451	\$0.00444	\$0.00432
Option A-2	\$0.00440	\$0.00431	\$0.00424	\$0.00418	\$0.00411	\$0.00400
Option A-3	\$0.00401	\$0.00393	\$0.00387	\$0.00381	\$0.00375	\$0.00365
Option A-4	\$0.00368	\$0.00361	\$0.00355	\$0.00350	\$0.00344	\$0.00335
Option A-5	\$0.00348	\$0.00341	\$0.00336	\$0.00331	\$0.00325	\$0.00317
Option A-6	\$0.00330	\$0.00323	\$0.00318	\$0.00314	\$0.00309	\$0.00300

B. Airespring Dedicated Outbound B1

Dedicated B	Per Period Rates (Initial and Each Additional Period)					
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	\$0.00336	\$0.00331	\$0.00326	\$0.00321	\$0.00312
Option A-3	\$0.00313	\$0.00307	\$0.00302	\$0.00297	\$0.00293	\$0.00285
Option A-4	\$0.00287	\$0.00281	\$0.00277	\$0.00273	\$0.00268	\$0.00261
Option A-5	\$0.00271	\$0.00266	\$0.00262	\$0.00257	\$0.00253	\$0.00247
Option A-6	\$0.00257	\$0.00252	\$0.00248	\$0.00244	\$0.00240	\$0.00234

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

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

(N)

4.14.1 Airespring Dedicated Outbound Services, (cont'd.)

C. Airespring Dedicated Outbound C1

Dedicated C Period	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00189	\$0.00185	\$0.00182	\$0.00180	\$0.00177	\$0.00172
Option A-2	\$0.00169	\$0.00165	\$0.00163	\$0.00160	\$0.00158	\$0.00154
Option A-3	\$0.00139	\$0.00136	\$0.00134	\$0.00132	\$0.00130	\$0.00126
Option A-4	\$0.00129	\$0.00126	\$0.00124	\$0.00123	\$0.00121	\$0.00117
Option A-5	\$0.00119	\$0.00117	\$0.00115	\$0.00113	\$0.00111	\$0.00108
Option A-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)

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

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

(N)

4.14.2 Airespring Dedicated Inbound Services

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 A1

Dedicated A	Per Period Rates (Initial and Each Additional Period)					
Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00716	\$0.00702	\$0.00691	\$0.00680	\$0.00669	\$0.00652
Option A-2	\$0.00662	\$0.00649	\$0.00639	\$0.00629	\$0.00619	\$0.00603
Option A-3	\$0.00605	\$0.00593	\$0.00584	\$0.00575	\$0.00566	\$0.00551
Option A-4	\$0.00555	\$0.00544	\$0.00536	\$0.00527	\$0.00519	\$0.00505
Option A-5	\$0.00524	\$0.00514	\$0.00506	\$0.00498	\$0.00490	\$0.00477
Option A-6	\$0.00497	\$0.00487	\$0.00480	\$0.00472	\$0.00465	\$0.00452

B. Airespring Dedicated Inbound B1

Dedicated B	Per Period Rates (Initial and Each Additional Period)					
Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00367	\$0.00360	\$0.00354	\$0.00349	\$0.00343	\$0.00334
Option A-2	\$0.00339	\$0.00332	\$0.00327	\$0.00322	\$0.00317	\$0.00308
Option A-3	\$0.00309	\$0.00303	\$0.00298	\$0.00294	\$0.00289	\$0.00281
Option A-4	\$0.00284	\$0.00278	\$0.00274	\$0.00270	\$0.00266	\$0.00258
Option A-5	\$0.00268	\$0.00263	\$0.00259	\$0.00255	\$0.00251	\$0.00244
Option A-6	\$0.00254	\$0.00249	\$0.00245	\$0.00241	\$0.00237	\$0.00231

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

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

(N)

4.14.2 Airespring Dedicated Inbound Services, (cont'd.)

C. Airespring Dedicated Inbound C1

Dedicated C Period	Per Period Rates (Initial and Each Additional Period)					
	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6
Option A-1	\$0.00501	\$0.00491	\$0.00483	\$0.00476	\$0.00468	\$0.00456
Option A-2	\$0.00463	\$0.00454	\$0.00447	\$0.00440	\$0.00433	\$0.00421
Option A-3	\$0.00423	\$0.00415	\$0.00408	\$0.00402	\$0.00396	\$0.00385
Option A-4	\$0.00388	\$0.00380	\$0.00374	\$0.00369	\$0.00363	\$0.00353
Option A-5	\$0.00366	\$0.00359	\$0.00353	\$0.00348	\$0.00342	\$0.00333
Option A-6	\$0.00347	\$0.00340	\$0.00335	\$0.00330	\$0.00324	\$0.00316

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)

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

4.15 SIP Trunking Outbound and Inbound Rates (N)

4.15.1 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	\$0.02411	\$0.02363	\$0.02314	\$0.02266	\$0.02218
Option A-2	\$0.02229	\$0.02185	\$0.02140	\$0.02096	\$0.02051
Option A-3	\$0.02035	\$0.01994	\$0.01954	\$0.01913	\$0.01872
Option A-4	\$0.01866	\$0.01829	\$0.01792	\$0.01754	\$0.01717
Option A-5	\$0.01763	\$0.01727	\$0.01692	\$0.01657	\$0.01622

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	\$0.0723	\$0.0709	\$0.0694	\$0.0680	\$0.0665
Option A-2	\$0.0669	\$0.0655	\$0.0642	\$0.0629	\$0.0615
Option A-3	\$0.0611	\$0.0598	\$0.0586	\$0.0574	\$0.0562
Option A-4	\$0.0560	\$0.0549	\$0.0538	\$0.0526	\$0.0515
Option A-5	\$0.0529	\$0.0518	\$0.0508	\$0.0497	\$0.0487
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0024	\$0.0024	\$0.0023	\$0.0023	\$0.0022
Option A-2	\$0.0022	\$0.0022	\$0.0021	\$0.0021	\$0.0021
Option A-3	\$0.0020	\$0.0020	\$0.0020	\$0.0019	\$0.0019
Option A-4	\$0.0019	\$0.0018	\$0.0018	\$0.0018	\$0.0017
Option A-5	\$0.0018	\$0.0017	\$0.0017	\$0.0017	\$0.0016

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

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

(N)

4.15.2 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	\$0.0501	\$0.0491	\$0.0481	\$0.0471	\$0.0461
Option A-2	\$0.0463	\$0.0454	\$0.0445	\$0.0435	\$0.0426
Option A-3	\$0.0423	\$0.0414	\$0.0406	\$0.0397	\$0.0389
Option A-4	\$0.0388	\$0.0380	\$0.0372	\$0.0364	\$0.0357
Option A-5	\$0.0366	\$0.0359	\$0.0352	\$0.0344	\$0.0337

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	\$0.0723	\$0.0709	\$0.0694	\$0.0680	\$0.0665
Option A-2	\$0.0669	\$0.0655	\$0.0642	\$0.0629	\$0.0615
Option A-3	\$0.0611	\$0.0598	\$0.0586	\$0.0574	\$0.0562
Option A-4	\$0.0560	\$0.0549	\$0.0538	\$0.0526	\$0.0515
Option A-5	\$0.0529	\$0.0518	\$0.0508	\$0.0497	\$0.0487
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.0050	\$0.0049	\$0.0048	\$0.0047	\$0.0046
Option A-2	\$0.0046	\$0.0045	\$0.0044	\$0.0044	\$0.0043
Option A-3	\$0.0042	\$0.0042	\$0.0041	\$0.0040	\$0.0039
Option A-4	\$0.0039	\$0.0038	\$0.0037	\$0.0037	\$0.0036
Option A-5	\$0.0037	\$0.0036	\$0.0035	\$0.0034	\$0.0034

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

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

(N)

4.15.3 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	\$0.00567	\$0.00556	\$0.00547	\$0.00539	\$0.00530
Option A-2	\$0.00506	\$0.00496	\$0.00488	\$0.00481	\$0.00473
Option A-3	\$0.00417	\$0.00409	\$0.00402	\$0.00396	\$0.00390
Option A-4	\$0.00387	\$0.00379	\$0.00373	\$0.00368	\$0.00362
Option A-5	\$0.00357	\$0.00350	\$0.00345	\$0.00339	\$0.00334
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.00189	\$0.00185	\$0.00182	\$0.00180	\$0.00177
Option A-2	\$0.00169	\$0.00165	\$0.00163	\$0.00160	\$0.00158
Option A-3	\$0.00139	\$0.00136	\$0.00134	\$0.00132	\$0.00130
Option A-4	\$0.00129	\$0.00126	\$0.00124	\$0.00123	\$0.00121
Option A-5	\$0.00119	\$0.00117	\$0.00115	\$0.00113	\$0.00111

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

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

(N)

4.15.4 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	\$0.00804	\$0.00788	\$0.00776	\$0.00764	\$0.00752
Option A-2	\$0.00742	\$0.00727	\$0.00716	\$0.00705	\$0.00694
Option A-3	\$0.00678	\$0.00664	\$0.00654	\$0.00644	\$0.00634
Option A-4	\$0.00621	\$0.00609	\$0.00599	\$0.00590	\$0.00581
Option A-5	\$0.00588	\$0.00576	\$0.00567	\$0.00559	\$0.00550
Each Addl. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.00268	\$0.00263	\$0.00259	\$0.00255	\$0.00251
Option A-2	\$0.00247	\$0.00242	\$0.00239	\$0.00235	\$0.00231
Option A-3	\$0.00226	\$0.00221	\$0.00218	\$0.00215	\$0.00211
Option A-4	\$0.00207	\$0.00203	\$0.00200	\$0.00197	\$0.00194
Option A-5	\$0.00196	\$0.00192	\$0.00189	\$0.00186	\$0.00183

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

4.16 Local and Integrated T-1 Service Offerings

(N)

4.16.1 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	\$0.03060	\$0.03000	\$0.02940	\$0.02880	\$0.02820
Option A-2	\$0.02840	\$0.02780	\$0.02730	\$0.02670	\$0.02610
Option A-3	\$0.02580	\$0.02530	\$0.02480	\$0.02430	\$0.02370
Option A-4	\$0.02370	\$0.02320	\$0.02280	\$0.02230	\$0.02180
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01020	\$0.01000	\$0.00980	\$0.00960	\$0.00940
Option A-2	\$0.00946	\$0.00930	\$0.00910	\$0.00890	\$0.00870
Option A-3	\$0.00860	\$0.00840	\$0.00830	\$0.00810	\$0.00790
Option A-4	\$0.00790	\$0.00770	\$0.00760	\$0.00740	\$0.00730

B. Local and Integrated T-1 Option B

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.01290	\$0.01260	\$0.01240	\$0.01210	\$0.01190
Option B-2	\$0.01200	\$0.01180	\$0.01150	\$0.01130	\$0.01100
Option B-3	\$0.01110	\$0.01090	\$0.01070	\$0.01040	\$0.01020
Option B-4	\$0.01020	\$0.01000	\$0.00980	\$0.00960	\$0.00940
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.00430	\$0.00420	\$0.00410	\$0.00400	\$0.00400
Option B-2	\$0.00400	\$0.00390	\$0.00380	\$0.00380	\$0.00370
Option B-3	\$0.00370	\$0.00360	\$0.00360	\$0.00350	\$0.00340
Option B-4	\$0.00340	\$0.00330	\$0.00330	\$0.00320	\$0.00310

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

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

(N)

4.16.1 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	\$0.01170	\$0.01150	\$0.01120	\$0.01100	\$0.01080
Option C-2	\$0.01050	\$0.01030	\$0.01010	\$0.00990	\$0.00970
Option C-3	\$0.00960	\$0.00940	\$0.00920	\$0.00900	\$0.00880
Option C-4	\$0.00870	\$0.00850	\$0.00840	\$0.00820	\$0.00800
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	\$0.00720	\$0.00710	\$0.00690	\$0.00680	\$0.00660
Option D-2	\$0.00660	\$0.00650	\$0.00630	\$0.00620	\$0.00610
Option D-3	\$0.00600	\$0.00590	\$0.00580	\$0.00560	\$0.00550
Option D-4	\$0.00570	\$0.00560	\$0.00550	\$0.00540	\$0.00520
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00240	\$0.00240	\$0.00230	\$0.00230	\$0.00220
Option D-2	\$0.00220	\$0.00220	\$0.00210	\$0.00210	\$0.00200
Option D-3	\$0.00200	\$0.00200	\$0.00190	\$0.00190	\$0.00180
Option D-4	\$0.00190	\$0.00190	\$0.00180	\$0.00180	\$0.00170

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

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

(N)

4.16.2 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	\$0.04680	\$0.04590	\$0.04490	\$0.04400	\$0.04310
Option A-2	\$0.04320	\$0.04230	\$0.04150	\$0.04060	\$0.03970
Option A-3	\$0.03930	\$0.03850	\$0.03770	\$0.03690	\$0.03620
Option A-4	\$0.03600	\$0.03530	\$0.03460	\$0.03380	\$0.03310
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option A-1	\$0.01560	\$0.01530	\$0.01500	\$0.01470	\$0.01440
Option A-2	\$0.01438	\$0.01410	\$0.01380	\$0.01350	\$0.01320
Option A-3	\$0.01310	\$0.01280	\$0.01260	\$0.01230	\$0.01210
Option A-4	\$0.01200	\$0.01180	\$0.01150	\$0.01130	\$0.01100

B. Local and Integrated T-1 Option B

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.02520	\$0.02470	\$0.02420	\$0.02370	\$0.02320
Option B-2	\$0.02340	\$0.02290	\$0.02250	\$0.02200	\$0.02150
Option B-3	\$0.02130	\$0.02090	\$0.02040	\$0.02000	\$0.01960
Option B-4	\$0.01950	\$0.01910	\$0.01870	\$0.01830	\$0.01790
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option B-1	\$0.00840	\$0.00820	\$0.00810	\$0.00790	\$0.00770
Option B-2	\$0.00780	\$0.00760	\$0.00750	\$0.00730	\$0.00720
Option B-3	\$0.00710	\$0.00700	\$0.00680	\$0.00670	\$0.00650
Option B-4	\$0.00650	\$0.00640	\$0.00620	\$0.00610	\$0.00600

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

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

(N)

4.16.2 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	\$0.01500	\$0.01470	\$0.01440	\$0.01410	\$0.01380
Option C-2	\$0.01380	\$0.01350	\$0.01320	\$0.01300	\$0.01270
Option C-3	\$0.01260	\$0.01230	\$0.01210	\$0.01180	\$0.01160
Option C-4	\$0.01170	\$0.01150	\$0.01120	\$0.01100	\$0.01080
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option C-1	\$0.00500	\$0.00490	\$0.00480	\$0.00470	\$0.00460
Option C-2	\$0.00460	\$0.00450	\$0.00440	\$0.00430	\$0.00420
Option C-3	\$0.00420	\$0.00410	\$0.00400	\$0.00390	\$0.00390
Option C-4	\$0.00390	\$0.00380	\$0.00370	\$0.00370	\$0.00360

D. Local and Integrated T-1 Option D

Initial Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.01170	\$0.01150	\$0.01120	\$0.01100	\$0.01080
Option D-2	\$0.01050	\$0.01030	\$0.01010	\$0.00990	\$0.00970
Option D-3	\$0.00960	\$0.00940	\$0.00920	\$0.00900	\$0.00880
Option D-4	\$0.00870	\$0.00850	\$0.00840	\$0.00820	\$0.00800
Each Add'l. Period	Tier 1	Tier 2	Tier 3	Tier 4	Tier 5
Option D-1	\$0.00390	\$0.00380	\$0.00370	\$0.00370	\$0.00360
Option D-2	\$0.00350	\$0.00340	\$0.00340	\$0.00330	\$0.00320
Option D-3	\$0.00320	\$0.00310	\$0.00310	\$0.00300	\$0.00290
Option D-4	\$0.00290	\$0.00280	\$0.00280	\$0.00270	\$0.00270

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

4.17 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.

4.17.1 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

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

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

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

4.17.2 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

4.17.3 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.