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New Mexico Tariff No. 1
Original Sheet No. 1

TITLE SHEET

AIRESPRING, INC.

**NEW MEXICO
NON-FACILITIES-BASED
RESOLD, INTEREXCHANGE
LONG DISTANCE TELECOMMUNICATIONS TARIFF**

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of non-facilities based resold long distance telecommunications services provided by Airespring, Inc. with principal offices at 6060 Sepulveda Blvd., Suite 220, Van Nuys, California 91411. This tariff is on file with the New Mexico Public Regulation Commission, and copies may be inspected during normal business hours at the Commission, Telecommunications Department, 224 East Palace Avenue, Santa Fe, New Mexico 87501. Copies may also be inspected during regular business hours at the Company's place of business at the address indicated at the top of each Sheet of this tariff. The Company's customer contact is Don Greenstein, VP Operations, Ph. (818) 786-8990 or 1-888-899-2789.

Issued: September 22, 2004

Effective: October 5, 2004

Transmittal Letter 2004-01

By: Avi Lonstein, President
Airespring, Inc.

CHECK SHEET

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
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SYMBOLS

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

- C - Changed Regulation
- D - Deleted Material
- I - Change in rates or charges resulting in an increase to a customer's bill
- M - Text Relocated Without Change
- N - New Material
- R - Change in rates or charges resulting in a reduction to a customer's bill
- T - Change in Text Only, No Change in Rate or Regulation

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New Mexico Tariff No. 1
Original Sheet No. 5

APPLICATION OF TARIFF

This tariff applies to non-facilities based resold long distance intrastate telecommunications services furnished between locations within the State of New Mexico.

Service is offered to customers throughout the entire State of New Mexico.

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By: Avi Lonstein, President
Airespring, Inc.

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 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 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions

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

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

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

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

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

Commission – the New Mexico Public Regulation Commission.

Completed Calls - Completed calls are calls answered on the distance end.

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

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - The hours of 8:00 a.m. to 4:59 p.m., Monday through Friday, excluding holidays.

Delinquent Account - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

1.1 Definitions (continued)

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

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

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

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

Holiday Rate Period - The Evening Rate will apply to calls made on Carrier recognized Holidays listed herein, provided, however, that calls made on Holidays during the Night/Weekend Rate Period shall be billed at the lower of the Evening Rate and the Night/Weekend Rate.

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

Night/Weekend Rate Period - The hours of 11:00 p.m. through 7:59 a.m., Monday through Friday; from 8:00 a.m. through 10:59 p.m. Saturday; and from 8:00 a.m. through 5:00 p.m. Sunday.

Normal Business Hours - The hours of 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.

1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Carrier

Carrier provides non-facilities based resold long distance message toll 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 underlying carrier's network. The customer shall be responsible for all charges stated in this tariff.

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

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services 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 proper 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 all equipment provided by Carrier under these regulations remains with Carrier.

2.3 Use of Service

Service may not be used for any unlawful purposes.

The minimum period for service is one month (30 days), unless otherwise noted in the customer's service description.

2.4 Limitation of Carrier Liability

2.4.1 The language in this tariff pertaining to limiting the company's liability constitutes the Company's position and has not been approved by the Commission. Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the carrier, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

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

2.4 Limitation of Carrier Liability (continued)

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

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

2.4.4 The above tariff language (and any and all language which appears in this tariff addressing liability of the Company or its customers) does not constitute a determination or approval by the Commission that a limitation of liability has been approved by the Commission or should be upheld in a court of law. Approval or acceptance for filing by the Commission only recognizes that it is a court's responsibility to adjudicate negligence and direct, indirect, and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause(s).

2.5 Interruption of Service

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

2.5 Interruption of Service (continued)

2.5.2 Credit allowances will not be allowed if the outage occurs as a result of:

- (1) A negligent or willful act on the part of the customer;
- (2) A malfunction of customer-owned telephone equipment;
- (3) Disasters or acts of God; or
- (4) The inability of the company to gain access to the customer's premises after Carrier has requested that customer provide access to the premises.

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

2.6 Customer Responsibility

2.6.1 All customers assume general responsibilities in connection with the provisions and use of services stated in this tariff. All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).

2.6.2 Maintenance, Testing, and Adjustment

If a customer's service must be interrupted due to maintenance, Carrier shall notify the affected customer in advance, if possible and will perform the work in such a manner as to minimize inconvenience. Equipment provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition.

2.6.3 Deposits

The Company does not require a customer deposit.

2.6.4 Cancellation by Customer

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

2.6.5 Payment of Charges

- A. Service is provided and billed on a monthly basis.
- B. Payment will be considered timely if paid within 20 days after the bill is rendered. The bill shall be considered rendered when deposited in the U.S. mail with postage prepaid.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- E. 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.
- G. Customers will be charged a fee of \$20.00 on all dishonored checks issued to the Company.

2.6.6 Application of Charges

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

2.6.7 Customer Complaint Procedure

The customer may dispute any invoice within 6 months of the date of its issuance. Carrier will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll free telephone number: 1-888-899-2789.

Any unresolved disputes may be directed to the attention of the New Mexico Public Regulation Commission, Telecommunications Department, 224 East Palace Avenue, Santa Fe, New Mexico 87501 or by calling (505) 827-4495 or 1-800-947-4722 Ext. 4.

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

2.7 Carrier Responsibility

2.7.1 Cessation of Service

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

2.7.2 Disconnection of Service by Carrier

- A. Ten (10) business days prior notice of pending disconnection shall be rendered to customers setting forth the reason(s) for the notice and the final date by which the account is to be settled or specific action taken. Such notice shall be forwarded to the customer via U.S. mail and will be considered rendered when delivered to the last known address of the responsible party.
- B. Transmission service will be refused or disconnected, after notice as set forth below, for any of the following reasons:
1. Without notice* in the event of a condition on the customer's premises determined by the Carrier to be hazardous.
 2. Without notice* in the event of customer's use in a manner which may adversely affect the Carrier's equipment or service to others.
 3. Without notice* in the event of tampering with equipment furnished and owned by the Carrier.
 4. Without notice* in the event of unauthorized use.

* Within a reasonable time subsequent to disconnection, customer will be provided notice stating reasons for such disconnection.

2.7.2 Disconnection of Service by Carrier

5. After ten (10) business days written notice, for violation of or noncompliance with the Carrier's rules on file with the Commission, the requirements of municipal ordinances or law pertaining to the services.
6. After ten (10) business days written notice, for failure of the customer or prospective customer to furnish any service equipment, permits, certificates or rights of way specified to be furnished in the Carrier's tariffed rules filed with the Commission as a condition for obtaining service, or for the withdrawal of that same equipment or the termination of those permissions or rights, or for the failure of the customer or prospective customer to fulfill the obligations imposed by this tariff.
7. After ten (10) business days written notice for failure of the customer to permit Carrier reasonable access to its equipment.

2.7.3 Fractional Charges for Monthly Billed Services

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

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 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 either party "hangs up."

3.2 Service Period

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 in this tariff. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of this tariff. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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.

Terminal equipment shall comply with the protective criteria generally accepted in the industry and shall not interfere with service furnished to other customers. Additional protective equipment, if needed, shall be employed at the customer's expense.

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 terminate the customer's service, upon written notice.

3.5 Calculation of Distance

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

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

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

Where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the originating point and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the Rate Centers. Obtain the difference between the "H" coordinates.

3.5 Calculation of Distance (continued)

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating serving wire centers.

Example:

	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted.

3.7 Service Offerings

The Company provides the following services:

3.7.1 Message Toll Service (MTS) or Long Distance Service

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

3.7.2 Inbound Service

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

Carrier will accept a prospective customer's request for up to ten Inbound Service numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a representative of the customer. Carrier does not guarantee availability of number(s). Requested number(s), if available, will be reserved for and furnished to the eligible customer. If a customer receives a number and does not subscribe to Inbound Service in 90 days, the company may assign the number to another customer.

3.7.3 Travel Card Service

Allows subscribers who are away from home or office to place calls by gaining access to the underlying Carrier's network via a toll free number and a personal identification number issued by the company. (This is not a prepaid calling card.)

3.7.4 Directory Assistance

The Company will provide listed telephone numbers to requesting customers at a per call charge.

3.7.5 Operator Services

The Company does not provide operator services. All operator assisted calls will be handled by and billed by the Company's underlying carrier.

SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are generally flat rated. However, if any usage charges are determined by the time of day rate periods and minutes of use within each rate period, the rate period will be determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed according to the billing increments set forth in each product rate section.

4.1.3 Rounding

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

4.2 Switched Access Outbound and Inbound Rates

	<u>Tier A Origination</u>	<u>Tier B Origination</u>
Plan SVR	\$0.0890 per minute	\$0.1330 per minute
Plan VR	\$0.1050 per minute	\$0.1500 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 Outbound and Inbound Rates

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

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0630/min	\$0.0640/min
Plan VR	\$0.0710/min	\$0.0720/min

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

2.) Dedicated Blended (Dedicated Plus) Business Service:

	<u>Outbound</u>	<u>Inbound</u>
Plan SVR	\$0.0350/min	\$0.0380/min
Plan VR	\$0.0390/min	\$0.0420/min

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

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

Monthly Commitment of \$3,000.00 required.

4.4 Directory Assistance

\$0.89 per call.

4.5 Late Payment Penalty

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

4.6 Dishonored Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged \$20.00 per check.

4.7 Special Promotional Offerings

4.7.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. These may include waiving or reducing the applicable charges for the promoted service. Company will not have special promotional offerings for more than ninety (90) days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof. Five (5) days prior to implementing a special promotional offering, the Company will provide the Commission with written notice of the terms and conditions, including the duration of the Special Promotional Offering.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.55 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.9 Emergency Calls

4.9.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.