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ORIGINAL

September 15, 2003

Via Overnight Delivery

Secretary's Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Bldg.
400 North
Harrisburg, Pennsylvania 17120

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SEP 15 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RE: Airespring, Inc. (A-311272)


Dear Sirs:

Enclosed please find an original and two (2) copies of the Interexchange Reseller Toll Tariff (Pa P.U.C. No. 1) of Airespring, Inc. This tariff is submitted for filing in compliance with the Order adopted in Application A-311272 entered on September 9, 2003. Please accept this tariff for filing with an effective date of September 17, 2003.

The tariff incorporates any changes requested in the Commission's Order.

If you should have any questions regarding the enclosed material, please do not hesitate to contact me at the above listed address or telephone number.

Sincerely,



Monica Borne Haab

Enclosures

cc: Service List
Avi Lonstein, Airespring

RJP

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ORIGINAL

A-311272

INTEREXCHANGE RESELLER TOLL TARIFF

TARIFF APPLICABLE TO
INTEREXCHANGE RESELLER SERVICES
WITHIN THE COMMONWEALTH OF PENNSYLVANIA

PROVIDED BY
AIRESPRING, INC.

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SEP 15 2003

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCKETED
SEP 22 2003

ISSUED: September 16, 2003

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Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

CHECK SHEET

The Title Page and all Pages of this tariff are effective as of the date shown at the bottom of the respective sheet(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.

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APPLICATION OF TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of resold intrastate interexchange telecommunications service provided by **Airespring, Inc.** to business and residential customers within the Commonwealth of Pennsylvania.

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**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS
AND BILLING AGENT**

1. Concurring Carriers - Applicant does not use any concurring carriers.
2. Connecting Carrier - Applicant's connecting carrier will be Qwest.
3. Other Participating Carriers - Applicant has no other participating carriers.
4. Billing Agent - None.

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**EXPLANATION OF SYMBOLS
AND ABBREVIATIONS**

A. Symbols:

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

- D - To signify decreased rate
- I - To signify increased rate
- C - To signify all other changes

B. Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

PBX - Private Branch Exchange

V&H - Vertical and Horizontal

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.

- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.

- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
 - 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)

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

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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

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

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

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.

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.

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.

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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. through 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.

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

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

Rates - Amounts billed to customers for regulated services.

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SECTION 2 - RULES AND REGULATIONS

2.1 Description of Service

- A. The Company 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.

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. The minimum service period is one month (30 days).

- B. Custom or Enhanced Service Offering: At this time, the Company does not offer any enhanced services, but reserves the right to provide these services at a later date.

2.2 Service Availability

- 2.2.1 The Company offers service to customers consistent with the provisions of this tariff. Customer interested in the Company's services shall file a service application with the Company which fully identifies the customer and the services requested.
- 2.2.2 Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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2.2.3 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 the Company under these regulations remains with the Company. 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.

2.3 Nonrecurring Charges

2.3.1 Customers will receive a monthly invoice setting forth the amount of usage and amount owed for such usage. Usage charges are determined by the length of calls and the time of day such calls, unless service is specifically provided on a flat rate basis. Customer is responsible for payment of invoices within 15 days of receipt.

2.3.2 Customers are responsible for any *interconnection* charges associated with interconnecting the company's premises to the local exchange carrier.

2.3.3 Customers will be billed and are responsible for payment of all applicable federal, state and local taxes assessed in conjunction with services used.

2.3.4 The Company reserves the right to examine the credit record of service applicants and to require a service deposit when determined necessary to assure future payment. Security Deposits required will not exceed more than two (2) months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations at 52 Pa. Code Sections 64.31-64.41.

2.3.5 Customer shall be liable to the Company for all costs of collection.

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2.4 Billing Disputes

2.4.1 Billing disputes shall be processed by the Company or its billing agent(s) in accordance with 52 Pa. Code 64.131-64.182.

2.4.2 Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120; Phone 1-800-782-1110; Fax (717) 787-6641.

2.5 Use of Service

Service may not be used for any unlawful purposes. Service is provided on a monthly (30 day) basis, unless otherwise stated in a service agreement.

2.6 Limitation of Liability

2.6.1 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 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 mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.

2.6.2 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.

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2.4 Limitation of Liability (continued)

2.6.3 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.

2.6.4 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.

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2.7 Interruption and Restoration of Service

2.7.1. 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 this tariff. 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.

2.7.2. 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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2.8 Customer Responsibility

2.8.1 All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of 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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2.8.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by the Company 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.

2.8.3 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 the Company.

- 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.

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2.8 Customer Responsibility

2.8.4 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 the Company.

2.8.5 Payment and Charges for Services

Service is provided on a monthly basis as follows:

- A. Payment is due within 20 days after the bill is mailed by the Company to the customer. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- B. Service may be disconnected in accordance with 52 Pa. Code 64.71-64.123 for nonpayment of an invoice by its due date. See Section 2.9.3 below.
- 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 and will be billed monthly in arrears.

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2.8.5 Payment and Charges for Services

- E. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- F. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- G. Customers will be charged a fee on all checks returned to the Company by the issuing institution.

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2.9 Carrier Responsibility

2.9.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, 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 interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- 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 an interruption continued beyond two hours.

2.9.2 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.

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2.9.3 Disconnection of Service by Carrier

Carrier, upon 10 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 twenty (20) days from the date of mailing the invoice from the carrier to the customer;
- 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.
- E. In circumstances where unlimited access to the network may result in substantial loss of revenue to Carrier.
- F. Service may be discontinued without notice in the event customer uses equipment *is such a manner as to adversely affect Carrier's equipment or service to others.*

2.9.4 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 discontinued. That number is divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. In the event the called station "hangs up" but the calling station does not, chargeable time may end when the connection is released by automatic timing equipment within the telecommunications network.

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 provided to the customer. The end of service date is the last day of the or any portion thereof that service is provided by the Company after notice of cancellation by Customer.

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 any 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 the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Carrier's. The customer shall secure all necessary licenses, permits and/or right-of-ways.

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3.4 Terminal Equipment

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

3.5 Calculation of Distance

Usage charges for 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 generally accepted within the telecommunications industry.

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

3.6 Minimum Call Completion Rate

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

3.7 Special Services

For the purpose of this tariff, 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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3.8 Service Offerings

The Company provides the following services:

3.8.1 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.

3.8.2 Inbound Service (8XX)

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

Carrier will accept a prospective 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 inbound services 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 Inbound Service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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3.8.3 Travel Card Service

Allows subscribers to gain access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

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

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SECTION 4 - RATES AND CHARGES

4.1. Usage Charges and Billing Increments

4.1.1 Usage Charges

Usage charges are either flat rated or based on time of day rates as set forth in the individual product rate sections. The rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in accordance with the billing increments set forth in the individual product rate sections of this tariff. All partial usage will be rounded up to the next highest applicable billing increment.

4.1.3 Rounding

For billing purposes, partial usage will be rounded up to the next highest billing increment. Any partial cents will be rounded up to the next highest whole cent.

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4.2 Switched Access Outbound and Inbound Rates

| | <u>Tier A Origination</u> | <u>Tier B Origination</u> |
|----------|---------------------------|---------------------------|
| Plan SVR | \$0.0980 per minute | \$0.1560 per minute |
| Plan VR | \$0.1090 per minute | \$0.1770 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

1. Dedicated Non-Blended (Routing Advantage):

| | <u>Outbound</u> | <u>Inbound</u> |
|----------|-----------------|----------------|
| Plan SVR | \$0.0680/min | \$0.0670/min |
| Plan VR | \$0.0760/min | \$0.0750/min |

Billed in 6 second increments.

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

Monthly Commitment of \$3,000.00 required.

2. Dedicated Blended (Dedicated Plus):

| | <u>Outbound</u> | <u>Inbound</u> |
|----------|-----------------|----------------|
| Plan SVR | \$0.0470/min | \$0.0505/min |
| Plan VR | \$0.0540/min | \$0.0570/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.

ISSUED: September 16, 2003

EFFECTIVE: September 17, 2003

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

4.4 Directory Assistance

\$0.89 per call. Residential customers are granted two free directory assistance calls per monthly billing cycle.

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

All customers issuing dishonored check(s) will be charged a fee of \$25.00 per check.

4.7 Special Promotions

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

4.8 Pay Telephone (Payphone) Surcharge

A \$0.35 surcharge will 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.

ISSUED: September 16, 2003

EFFECTIVE: September 17, 2003

ISSUED BY: Avi Lonstein, President
Airespring, Inc.
15350 Sherman Way, Suite 492
Van Nuys, CA 91406

CERTIFICATE OF SERVICE

I, Monica Borne Haab, certify that I have forwarded copies of the Reseller of Interexchange Toll Services Tariff of Airespring, Inc. to all parties listed on the attached Service List, which are the parties which were copied on the original Application, via postage prepaid, U.S. Mail to their last known address.

Executed this 15th day of September, 2003, at Metairie, Louisiana.



Monica Borne Haab
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E-Mail: mhaab@nbglaw.com