

**Infinity Communications, LLC**  
**20110 Messina**  
**San Antonio, TX 78258**

**Transmittal No. 1**  
**December 1, 2011**

Secretary  
Federal Communications Commission  
445 12<sup>th</sup> Street, S.W.  
Washington, DC 20554

**ATTN: Wireline Competition Bureau**

The accompanying initial Tariff for the provision of interstate exchange access services issued by Infinity Communications, LLC (FRN 0021174057), a competitive local exchange carrier (CLEC), and bearing FCC No. 1, effective December 2, 2012, is sent to you for filing in compliance with the requirements of the Communications Act of 1934, as amended.

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Interstate Exchange Access Services

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SCHEDULE OF INTERSTATE CHARGES  
GOVERNING THE PROVISION OF SWITCHED ACCESS SERVICES  
BY  
INFINITY COMMUNICATIONS, LLC

This tariff includes the rates, charges, terms and conditions of service for the provision of interstate common carrier telecommunications services by Infinity Communications, LLC originating or terminating to locations within the United States. This tariff is may be inspected during normal business hours, at the following location: 20110 Messina, San Antonio, TX 78258. This tariff is also available for inspection at [www.infinitycom.biz](http://www.infinitycom.biz)

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Interstate Exchange Access Services

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I. CHECK SHEET

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III. TARIFF FORMAT

1. Page Numbering – Page Numbers appear in the upper right corner of the page. Sheets are numbered sequentially.
2. Paragraph Numbering Sequence – There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.A.
  - 2.1.A.1.
  - 2.1.A.1.(a).
  - 2.1.A.1.(a).I.

IV. CONNECTING, CONCURRING AND PARTICIPATING CARRIERS

Connecting Carriers – None  
 Concurring Carriers – None  
 Participating Carriers - None

V. EXPLANATION OF SYMBOLS AND ABBREVIATIONS

The following symbols are used in this tariff for the purpose indicated below

R – to signify reduction  
 I – to signify increase  
 C – to signify changed regulation  
 T – to signify a change in text but no change in rate or regulation  
 S – to signify re-issued matter  
 M – to signify matter relocated without change  
 N – to signify new rate or regulation  
 D – to signify discontinued rate or regulation  
 Z – to signify a correction

VI. APPLICATION OF TARIFF

The rates, terms and conditions herein apply to the provision of interstate exchange access services by Infinity Communications, LLC.

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Interstate Exchange Access Services

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## VII. DEFINITIONS

Certain terms used generally throughout this tariff for the Access Services of this Company are defined below.

Access Code: A uniform seven digit code assigned by the Company to an individual Customer. The seven digit code has the form 950-XXXX or 101XXXX.

Access Service: Switched Access to the network of an Interexchange Carrier for the purpose of originating or terminating communications.

Access Service Request (ASR): The industry service order format used by Access Service Customers and access providers as agreed to by the Ordering and Billing Forum.

Access Tandem: An Exchange Carrier's switching system that provides a concentration and distribution function for originating or terminating traffic between local switching centers and Customers' premises.

Carrier or Common Carrier: See Interexchange Carrier or Exchange Carrier.

Co-Carrier: Any other Telecommunications provider authorized by the Commission to provide local exchange service in the state.

Common Channel Signaling (CCS): A high-speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS network.

Company: Infinity Communications, LLC.

Customer: The person, firm, corporation or other entity which orders Service from and/or is responsible for the payment of charges to the Company and for compliance with the Company's tariff regulations. The Customer could be an interexchange carrier, a wireless provider, or any other carrier authorized to operate in the state.

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Interstate Exchange Access Services

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## VII. DEFINITIONS (continued)

800 Data Base Access Service: The term "800 Data Base Access Service" denotes a toll-free originating Trunk-side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service throughout this Tariff to describe this service.

End User: Any individual, association, corporation, governmental agency or any other entity other than an Interexchange Carrier which subscribes to intrastate service provided by the Company.

Entrance Facility: A trunk facility connecting the Customer's point of presence with the local switching center.

Exchange Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of local exchange telephone service.

Firm Order Confirmation (FOC): Acknowledgment by the Company of receipt of an Access Service Request from the Customer and commitment by the Company of a Service Date.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

Interexchange Carrier (IXC) or Interexchange Common Carrier: Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in intrastate, interstate and/or international communication for hire by wire or radio, between two or more exchanges.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Line Information Data Base (LIDB): The data base which contains base information such as telephone numbers, calling card numbers and associated billed number restriction data used in connection with the validation and billing of calls.

Local Access: The connection between a Customer's premises and a point of presence of the Exchange Carrier.

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Interstate Exchange Access Services

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## VII. DEFINITIONS (continued)

Local Switching Center: The switching center where telephone exchange service Customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks.

Meet Point: A point of interconnection that is not an end office or tandem.

Meet Point Billing: The arrangement through which multiple Exchange Carriers involved in providing Access Services, divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective tariff.

Mobile Telephone Switching Office: Location where the wireless Customer maintains a facility for purposes of interconnecting to the Company's Network.

Mutual Traffic Exchange: A compensation arrangement between certified local exchange service providers where local exchange service providers pay each other "in kind" for terminating local exchange traffic on the other's network.

Network Services: The Company's telecommunications Access Services offered on the Company's Network.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Off-Hook: The active condition of Switched Access or a telephone exchange service line.

On-Hook: The idle condition of Switched Access or a telephone exchange service line.

Out of Band Signaling: An exchange access signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message path.

Point of Presence: Location where the Customer maintains a facility for purposes of interconnecting to the Company's Network.



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Interstate Exchange Access Services

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## VII. DEFINITIONS (continued)

Premises: The space occupied by a Customer or Authorized User in a building or buildings or on contiguous property (except railroad rights-of-way, etc.).

Presubscription: An arrangement whereby an End User may select and designate to the Company an Interexchange Carrier (IXC) or Carriers it wishes to access, without an Access Code, for completing both intraLATA toll calls and/or interLATA calls. The selected IXC(s) are referred to as the End User's intraLATA Primary Interexchange Carrier (LPIC) and Primary Interexchange Carrier (PIC).

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Rural Competitive Local Exchange Carrier (RCLEC): - *see* 47 CFR §61.26 (a) (6)

Rural Exemption: - *see* 47 CFR §61.26 (e)

Service Order: The written request for Network Services executed by the Customer and the Company in a format devised by the Company; or, in the alternative, the submission of an Access Service Request by the Customer in the manner specified in this tariff.

Service(s): The Company's telecommunications Access Services offered on the Company's Network.

Signaling Point of Interface: The Customer designated location where the SS7 signaling information is exchanged between the Company and the Customer.

Signaling System 7 (SS7): The common Channel Out of Band Signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI).

Switched Access Service: Access to the switched network of an Exchange Carrier for the purpose of originating or terminating communications. Switched Access is available to carriers, as defined in this tariff.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

Wireless Provider: Any carrier authorized to operate as a provider of cellular, personal communications, paging or any other form of wireless transmission.

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Interstate Exchange Access Services

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## VIII. GENERAL RULES

1. Undertaking of the Company

Access Services consist of furnishing communications service in connection with one-way and/or two-way information transmission between points within the United State, under the terms of this tariff.

2. Customer Service Orders

Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.

3. Service Termination

Service may be terminated upon written notice to the customer if:

- 3.1 the Customer is using the service in violation of this tariff, or
- 3.2 the Customer is using the service in violation of the law.

4. Liability of the Company

- 4.1 The liability of the Company for damages arising out of the furnishing of its Services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowance for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

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Interstate Exchange Access Services

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## VIII. GENERAL RULES (Continued)

4. Liability of the Company (Cont'd)

- 4.2. The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other state or local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lockouts, work stoppages, or other labor difficulties.
- 4.3. The Company shall not be liable for (a) any act or Omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for interconnection with Network Services; or (b) for the acts or omissions of common carriers or warehousemen.
- 4.4. The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 4.5. The Company shall be indemnified, defended and held harmless by the Customer, or by others authorized by it to use the service, against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others; and all other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.

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Interstate Exchange Access Services

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VIII. GENERAL RULES (Continued)

4. Liability of the Company (Cont'd)

- 4.6. The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 4.7. The Company makes no warranties or representations express or implied either in fact or by operation of law, statutory or otherwise, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

5. Prohibited Uses

- 5.1. The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, license, consents and permits.
- 5.2. The Company may require applicants for service who intend to use the Company offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and Federal Communications Commission regulations, policies, orders, and decisions.
- 5.3. The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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Interstate Exchange Access Services

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## VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers

## 1. Customer Provided Reports

Customers may be required to provide the following reports in connection with the provision of access service.

Customer Provided Reports

Percentage of Interstate Use (PIU)

Percent Tandem Signaling Factor

Tandem Signaling Terminating Billing Data

## 2. Exchange Access Jurisdictional Reports

When Access Services, are provided for both interstate and intrastate use, monthly rates, usage rates, and nonrecurring charges are prorated between interstate and intrastate on the basis of the projected interstate percentage of use (PIU) as set forth in 6.2.A (Percentage of Interstate Use).

Where the jurisdiction can be determined from the call detail, the Company will bill according to such jurisdiction. Where call detail is insufficient to determine jurisdiction, the customer will provide a projected percentage of interstate use (PIU). Jurisdictional percentages are expressed as a whole number (i.e., a number from 0 to 100). Provisions regarding PIU reporting are set forth in 6.2.A. following. The Company will utilize the PIU report to determine interstate and intrastate rates and charges until a revised report is received from the customer, as set forth in 6.2.A.2 (a).

Interstate Exchange Access Services

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VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers

2. Exchange Access Jurisdictional Reports (continued)

A. Percentage of Interstate Use (PIU)

1. Customer provided PIUs must be furnished to the Company as follows:

All customer-provided PIU factors, including all PIU factors provided in a report update, must be furnished via a letter attested to by an officer of the Customer's company. PIU factors provided via a letter will be kept on file and customers can designate when such PIUs are to apply to new or existing services.

In the absence of such initial report, and until such time as the Customer fully complies with this reporting requirement, the Company shall use the default PIU described in 6.2.A.(2)(a) I – IV following. Application of Company reported PIU shall not be retroactive upon receipt of Customer's initial report.

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Interstate Exchange Access Services

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## VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers

## 2. Exchange Access Jurisdictional Reports (continued)

## A. Percentage of Interstate Use (PIU)

## 2. Report Updates

Upon receipt by the Company, the revised report will serve as the basis for future billing and will be effective on the next bill date for that service. No prorating or back billing will be done based on the report. The revised report will be used by the Company to apportion usage rates, monthly rates and nonrecurring charges until a subsequent revised report is received as set forth herein.

## (a) Quarterly Update Requirements

- I. Effective on the first of January, April, July and October of each year, the customer will update the PIU reports. The customer will forward to the Company, to be received no later than fifteen (15) business days after the first of each such month, a revised report showing the interstate and intrastate percentage of use for the past three months ending the last day of December, March, June and September, respectively, for each service arranged for interstate use. The revised report will serve as the basis for the next three months billing.
- II. For all services other than terminating FGC and FGD Access Services, 700 Access Service, 800 NPAS, 900 Access Service and ACIS, when the customer does not provide a quarterly update report, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company. If the Company has never received a quarterly update report from the customer, the Company will assume the percentage to be 100%.

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Interstate Exchange Access Services

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VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers (continued)

2. Exchange Access Jurisdictional Reports (continued)

A. Percentage of Interstate Use (PIU) (continued)

2. Report Updates (continued)

(a) Quarterly Update Requirements (continued)

III. For terminating FGC and FGD Access Services, if the customer does not provide a quarterly update report, the Company will assume the percentages to be the same as those provided in the last quarterly update report received by the Company. If the Company has never received a quarterly update report from the customer, the Company will assume the percentage to be 100%.

IV. For 800 NPAS, 900 Access Service, ACIS and 700 Access Service, when the customer does not provide a quarterly update report the Company will assume the percentage to be 100%.



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Interstate Exchange Access Services

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## VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers (continued)

## 3. Report Verification

When a customer provides a PIU Report as set forth in 6.2.A., the Company may, on written request by Certified U.S. mail (return receipt requested), require the customer to provide call detail records which will be audited to substantiate the projected usage factor provided to the Company. The Company may request this detailed information annually. If the audit results represent what the Company considers to be a substantial deviation from the customer's previously reported PIU for the period upon which the audit was based, and that deviation is not due to seasonal changes or other identifiable reasons, the call detail records may be requested more than once annually. The Company will request that the call detail records be made available to an independent auditor or the Company within thirty (30) days of the request at an agreed upon location during normal business hours.

If the customer fails to comply with this request, the Company may discontinue the provision of the services to the customer as specified in 7.5.A. following.

Furthermore, all unpaid charges rendered to the Customer by the Company using the unsubstantiated customer reported PIU for prior switched access services, as well as all such charges for services going forward, will be rated or re-rated using the default PIU in 6.2.A.1 preceding. These charges shall become immediately due and payable unless the Company agrees to withhold application of such rate pending the outcome of the audit.

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Interstate Exchange Access Services

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## VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers (continued)

## 3. Report Verification (continued)

## A. Audit Verification Process

The audit verification process and responsible party(ies) for payment of audit expenses will be determined as set forth in (1) or (2) following:

1. If the Company and the customer mutually agree upon an independent auditor and party(ies) responsible for payment of the audit expenses, both parties will be bound by such agreement; or
2. The customer may select the independent auditor and pay all audit expenses.

If the audit verification process is not conducted as set forth in (1) or (2) preceding, the Company may select the independent auditor and pay all expenses or, in lieu of using an independent auditor, may require that the customer's call detail records used to substantiate the percent be supplied to the Company at a specified location within thirty (30) days of the request for verification purposes.

## B. Maintenance of Customer Records

The customer shall retain and maintain call detail records, for a minimum 12 month period, that statistically substantiate the interstate and intrastate/intraLATA percent provided to the Company as set forth in 6.2.A.1. preceding. Such call detail records (i.e., work papers and/or backup documentation, including paper, magnetic tapes or any other form of records for billed customer traffic) shall consist of call information, including call terminating address (i.e., called number), the call duration, the trunk groups or access lines over which the call is routed and the point at which the call enters the customer's network.

If the Company determines that the customer's records, worksheets and backup documentation are insufficient or, if the customer does not provide the call detail records in accordance with the provisions set forth in this tariff, the Company shall request the call detail records on a prospective basis, not to exceed a three (3) month period. The customer shall revise the PIU report reflecting the audit results from such prospective records.

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Interstate Exchange Access Services

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## VIII. GENERAL RULES (Continued)

6. Obligations of Exchange Access Customers (continued)

## 4. Audit Results

Audit results will be furnished to the customer and the Company via Certified U.S. Mail (return receipt requested). If the customer provided PIU substantially deviates from the audit results (either over-reported or underreported), and that deviation is not due to seasonal changes or other identifiable reasons, the Company will adjust the customer's PIU based upon the audit results. Such PIU audit adjustments shall also be subject to the rules and regulations as set forth in 2.23.A following. The adjusted PIU will serve as the basis for the billing for the next two (2) quarters. After that time, the customer will report a revised PIU pursuant to Section 6.2.A.1. If the revised PIU submitted by the customer represents a substantial deviation from the adjusted PIU, and that deviation is not due to seasonal changes or other identifiable reasons, the provisions in 6.2.A.1 will be invoked.

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Interstate Exchange Access Services

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## VIII. General Rules (Continued)

## 7. Exchange Access Billing Regulations

## 1. Deposits

The Company may, in order to safeguard its interest only, require a customer to make a deposit, prior to or at any time after the provision of a service to the customer, as a guarantee of the payment of rates and charges. The Company will hold such deposit. Generally the deposit may not exceed the rates and charges for a two-month period. The deposit will also include the amount for any termination charges attributable to the service. The fact that a deposit has been made in no way relieves the customer from complying with the Company's regulations which pertain to advance payments or the prompt payment of bills nor does it constitute a waiver or modification of the regular practices of the Company which provide for the discontinuance of the facilities for nonpayment of any sums due to the Company for facilities provided.

## 2. Application of Percent Interstate Usage (PIU)

The following provisions apply to usage rates, monthly rates and nonrecurring charges. When mixed interstate and intrastate Access Services are provided, the charges will be prorated between interstate and intrastate as follows:

- A. Usage rates are prorated between interstate and intrastate based upon the PIU factors as set forth in 6.2.A.1.
- B. Monthly recurring rates and nonrecurring charges for FGA, FGB, and Switched Transport Services will be prorated based upon the customer provided factors as set for in 6.2.A.1.
- C. All other monthly recurring rates and nonrecurring charges will be prorated based upon the PIU factor(s) applied to the customer's usage as set forth in 6.2.A.1.

Interstate Exchange Access Services

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VIII. General Rules (Continued)

7. Exchange Access Billing Regulations (Continued)

3. Payment of Rates and Charges

- A. For services provided under this Section, the Company will bill in the following manner:
  - 1. Charges or credits due to the customer for services established or discontinued during the preceding billing period will be billed on a current basis,
  - 2. Recurring rates and charges for services to be provided during the next billing period will be billed in advance, and
  - 3. Usage charges will be billed in arrears.
- B. All bills are due when rendered (i.e., 30 days after or by the next bill date, as set forth in (A) following), if the payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due from the customer as follows:
- C. If the payment date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment date shall be the first non-Holiday day following such Sunday or Legal Holiday.
- D. If the payment date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- E. Adjustments for the quantities of services established or discontinued in any billing period beyond the minimum period set forth for services in other sections of this tariff will be prorated to the number of days or fraction thereof based on a 30-day month.
- F. When a rate as set forth in this tariff is shown to more than two decimal places, the charges will be determined using the rate shown. The resulting amount will then be rounded up to the nearest penny (i.e., rounded to two decimal places).

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VIII. General Rules (Continued)

7. Exchange Access Billing Regulations (continued)

3. Past Due Charges

- A. Bills are considered past due 30 days after the bill date or by the next bill date (i.e., same date as the bill date in the following month), whichever occurs first, and are payable in immediately available funds.
- B. If the entire amount billed, exclusive of any amount disputed by the customer, is received by the Company after the payment date or if any portion of the payment is received by the Company in funds which are not immediately available to the Company, then a late payment charge will apply to the unpaid balance. The late payment charge will be equal to the lesser of:
  - 1. the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily and applied for each month or portion thereof that an outstanding balance remains; or
  - 2. 0.000657 per day compounded daily and applied for each month or portion thereof that an outstanding balance remains.
- C. In the event that a billing dispute is resolved in favor of the Company, any additional payments determined to be owed to the Company shall be subject to a late payment charge determined in accordance with (a) preceding and applied to such disputed charges. Such annual rate will be compounded daily and applied for each month or portion thereof that such charges were unpaid.
- D. In the event that a billing dispute is resolved in favor of the customer, no late payment charge will apply to the disputed amount and the customer will receive a credit equal to the overcharged amount.

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Interstate Exchange Access Services

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VIII. General Rules (Continued)

7. Exchange Access Billing Regulations (continued)

4. Billing Disputes

The Customer shall notify the Company of any disputed items on an invoice within 90 days of receipt of the invoice. Notice must be in writing and include all supporting documentation upon which such dispute is based. Disputes must be limited to matters related either to quantitative call record data underlying the application of disputed charges or regulations governing the provision of service in this tariff. The Customer must expressly cite the data or regulation in any such dispute in order for such dispute to be considered valid. Unilateral withholding of disputed charges prior to the mutual resolution of any dispute is expressly prohibited and will invoke all remedies hereunder for non-payment of services.

The Company shall investigate and resolve the Customer's billing dispute within a reasonable period of time, not to exceed 90 days.

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Interstate Exchange Access Services

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## VIII. General Rules (Continued)

## 7. Exchange Access Billing Regulations (continued)

## 5. Refusal and Discontinuance of Exchange Access Services

The Company may refuse additional applications for service or discontinue the provision of services as set forth in (a) through (c) following, when the customer fails to comply with Jurisdictional Reports or Billing Regulations, including any non-payment of charges by the customer on the specified dates and times, as set forth herein.

On thirty (30) days, written notice by Certified U.S. Mail (return receipt requested) to the person designated by that customer to receive such notices of noncompliance, the Company may:

- A. Refuse additional applications for service and/or refuse to complete any pending orders for service by the non-complying customer at any time thereafter. If the Company does not refuse additional applications for service on the date specified in the thirty (30) days notice, and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to refuse additional applications for service to the non-complying customer without further notice; or
- B. Discontinue the provision of the services to the non-complying customer at any time thereafter. In the case of such discontinuance, all applicable charges, including termination charges, shall become due. If the Company does not discontinue the provision of the services involved on the date specified in the thirty (30) days' notice and the customer's noncompliance continues, nothing contained herein shall preclude the Company's right to discontinue the provision of the services to the non-complying customer without further notice.
- C. Block access to Customer's network from the Company's customers.



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Interstate Exchange Access Services

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## IX. Rates

## 1. Rates and Charges

## 1. Exchange Access Service

All rates and charges contained in this section are applicable to the Company's interstate traffic.

## A. Carrier Common Line Access Charges

	Rate per Access Minute
1. Premium	
- Originating.....	\$0.00000
- Terminating .....	\$0.00000
2. Non-Premium	
- Originating.....	\$0.00000
- Terminating .....	\$0.00000

## B. Local Switching

	Rate per Access Minute
1. Local Switching Usage	
- Premium (LS1) .....	\$0.044902

## C. Tandem Switched Transport

	Rate per Access Minute
1. Tandem Switched Transmission/ Common Transport	
- Rate per Access Minute .....	\$0.002090
- Rate per Access Mile .....	\$0.000402
2. Tandem Switching	
- Rate per Access Minute .....	\$0.005272

## D. 8XX Data Base Query

1. Rate per Query launched.....	\$0.005300
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*Reference NECA Tariff FCC No. 5; Section 17.2 Switched Access Service*

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Interstate Exchange Access Services

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X. Rural CLEC Classification and related rules governing the provision of services subject to this tariff

1. 47 CFR §61.26 (a) 6. defines Rural CLEC as follows:

A CLEC that does not serve (i.e., terminate traffic to or originate traffic from) any end users located within either:

- (i) Any incorporated place of 50,000 inhabitants or more, based on the most recently available population statistics of the Census Bureau;  
or
- (ii) An urbanized area, as defined by the Census Bureau.

2. with respect to RCLEC Access Rates, 47 CFR §61.26 (e) states as follows:

A rural CLEC competing with a non-rural ILEC shall not file a tariff for its interstate exchange access services that prices those services above the rate prescribed in the NECA access tariff, assuming the highest rate band for local switching.

3. The Company's end users meet the qualifications set forth in 47 CFR §61.26 (a), and the rates set forth in Section IX preceding comply with 47 CFR §61.26 (e).