

**DeltaCom, LLC**  
**d/b/a EarthLink Business**  
4001 Rodney Parham Road  
Little Rock, AR 72212  
Issued By: Senior Regulatory Counsel

FCC Tariff No. 5  
12<sup>th</sup> Revised Page 1  
Cancels 11<sup>th</sup> Revised Page 1

Issued: July 18, 2022

**Transmittal No. 59**  
**INTERSTATE ACCESS SERVICES**

Effective: August 2, 2022

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**CHECK SHEET**

This tariff includes the Title Page through Page 113. All pages in this tariff are effective as of the date shown on the respective page(s). Original and revised pages named below comprise of all changes from the original tariff.

<u>Page</u>	<u>Revision</u>		<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	3 <sup>rd</sup> Rev.		71	7 <sup>th</sup> Rev.	109	Original
1	12 <sup>th</sup> Rev.	*	72	7 <sup>th</sup> Rev.	110	Original
2	1 <sup>st</sup> Rev.		73	6 <sup>th</sup> Rev.	111	Original
3	1 <sup>st</sup> Rev.		74	6 <sup>th</sup> Rev.	112	Original
7	1 <sup>st</sup> Rev.		75	6 <sup>th</sup> Rev.	113	Original
9	2 <sup>nd</sup> Rev.		76	7 <sup>th</sup> Rev.		
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21	1 <sup>st</sup> Rev.	*	78	7 <sup>th</sup> Rev.		
23	1 <sup>st</sup> Rev.	*	79	6 <sup>th</sup> Rev.		
64	8 <sup>th</sup> Rev.	*	79.1	Original		
65	6 <sup>th</sup> Rev.		80	6 <sup>th</sup> Rev.		
66	5 <sup>th</sup> Rev.		82	1 <sup>st</sup> Rev.		
67	4 <sup>th</sup> Rev.		92	1 <sup>st</sup> Rev.		
68	5 <sup>th</sup> Rev.		104	2 <sup>nd</sup> Rev.		
69	5 <sup>th</sup> Rev.					
70	6 <sup>th</sup> Rev.					

\* - indicates new or revised pages included with this filing

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**Transmittal No. 59**  
**INTERSTATE ACCESS TARIFF**

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**SECTION 2 - TERMS AND CONDITIONS (CONT'D.)**

2.10 Billing and Payments (Cont'd.)

2.10.3 (Cont'd.)

- A. If such payment due date falls on a Sunday or on a Legal Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday date following such Sunday or Legal Holiday. If such payment due date falls on a Saturday or on a Legal Holiday which is observed on Tuesday, Wednesday, Thursday or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Legal Holiday.
- B. Further, if any portion of the payment is received by the Company after the payment due date as set forth above, 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 shall be due the Company. The late payment charge shall be that portion of the payment not received by the date due minus any charges billed as local taxes multiplied by 1.5 percent monthly.
- C. In the event the Company incurs fees or expenses, including attorney's fees and/or court costs, in collecting or attempting to collect any charges owed to the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

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**SECTION 2 – TERMS AND CONDITIONS (CONT'D.)**

**2.11 Claims and Disputes**

In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within two (2) years of receipt of billing for those services. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.

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- 2.11.1 If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest credits of penalties will apply.
- 2.11.2 If the dispute is resolved in favor of the Customer and the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in 2.10.3.2.
- 2.11.3 In the event that the Company agrees to refund a credit by check or wire transfer, interest will be applied up to and including the date of issuance of either the check or wire transfer.
- 2.11.4 If the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no interest credit or penalties will apply.
- 2.11.5 If the dispute is resolved in favor of the Company and the Customer has withheld the disputed amount, any payments withheld pending settlement of the late disputed amount shall be subject to the late penalty as set forth in 2.10.3.

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**SECTION 3 - SWITCHED ACCESS SERVICE (CONT'D.)**

3.7 Rates and Charges (Cont'd.)

3.7.3 Charges

A. AT&T (f/k/a BellSouth) Territory - AL, FL, GA, LA, MS, NC, SC, TN, TX

	8YY Originating	Non-8YY Originating**	Terminating via Company Facilities (3 <sup>rd</sup> Party Tandem Provider)	Terminating via UNE-P
Common Transport, Facility Termination, per MOU	\$0.000000*	\$0.000000*	\$0.0001680	\$0.0000000
Common Transport, per MOU, per mile	\$0.000000*	\$0.000000*	\$0.0000200	\$0.0000000
DS3 to DS1 Multiplexer, per MOU	\$0.000000*	\$0.000000*	\$0.0003800	\$0.0000000
Access Tandem Switching, per MOU	\$0.001000	\$0.001000	N/A	\$0.000000
Local Switching, LS2, per MOU				
7/1/2022 – 6/30/2023 – 8YY	\$0.0010445	-	\$0.000000	\$0.000000
8/2/2022 – 6/30/2023 – Non-8YY	-	\$0.0010445(R)	\$0.000000	\$0.000000
Effective 7/1/2023	\$0.0000000	\$0.0000000(R)	\$0.000000	\$0.000000
Common Trunk Port, per MOU				
7/1/2022 – 6/30/2023 – 8YY	\$0.000400	-	\$0.000000	\$0.000000
8/2/2022 – 6/30/2023 – Non-8YY	-	\$0.0004000(R)	\$0.000000	\$0.000000
Effective 7/1/2023	\$0.000000	\$0.0000000(R)	\$0.000000	\$0.000000
Information Surcharge, per 100 access minutes	\$0.000000	\$0.0000000	\$0.000000	\$0.000000

\* Included in Access Tandem Switched Rate.

\*\* Rates for Intermediate Provider Access when applicable.

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