CHECK SHEET

Sheets of this tariff indicated below 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 sheet.

1Original36Original71 1^{st} Revised*2 1^{st} Revised*37Original72 1^{st} Revised*3Original38 1^{st} Revised*73 1^{st} Revised*4Original39Original74 1^{st} Revised*5Original40Original75 1^{st} Revised*6 1^{st} Revised*41Original76 1^{st} Revised*7 1^{st} Revised*42Original76 1^{st} Revised*8 1^{st} Revised*43Original78Original9 1^{st} Revised*44Original79Original10 1^{st} Revised*45Original80Original	PAGE	REVISION		PAGE	REVISION		PAGE	REVISION	
3Original 38 1^{st} Revised* 73 1^{st} Revised*4Original39Original74 1^{st} Revised*5Original40Original75 1^{st} Revised*6 1^{st} Revised*41Original76 1^{st} Revised*7 1^{st} Revised*42Original76 1^{st} Revised*8 1^{st} Revised*43Original78Original9 1^{st} Revised*44Original79Original	1			36	Original				*
4Original39Original74 1^{st} Revised*5Original40Original75 1^{st} Revised*6 1^{st} Revised*41Original76 1^{st} Revised*7 1^{st} Revised*42Original76 1^{st} Revised*8 1^{st} Revised*43Original78Original9 1^{st} Revised*44Original79Original		1 st Revised	*	37				1 st Revised	*
5Original40Original75 1^{st} Revised*6 1^{st} Revised*41Original76 1^{st} Revised*7 1^{st} Revised*42Original77Original8 1^{st} Revised*43Original78Original9 1^{st} Revised*44Original79Original	3	Original		38	1 st Revised	*	73		*
6 1^{st} Revised*41Original76 1^{st} Revised*7 1^{st} Revised*42Original77Original8 1^{st} Revised*43Original78Original9 1^{st} Revised*44Original79Original	4	Original			Original			1 st Revised	*
7 1^{st} Revised*42Original77Original8 1^{st} Revised*43Original78Original9 1^{st} Revised*44Original79Original	5			40	Original		75	1 st Revised	*
81st Revised*43Original78Original91st Revised*44Original79Original			*					1 st Revised	*
9 1 st Revised * 44 Original 79 Original		1 st Revised	*		Original			Original	
			*	43	Original			Original	
10 1 st Powigod * 15 Original 80 Original			*	44	Original			Original	
10 1 Keviseu · 45 Originar ov Originar	10	1 st Revised	*	45	Original		80	Original	
11 1^{st} Revised * 46 1^{st} Revised * 81 1^{st} Revised *			*			*			*
12 1 st Revised * 47 Original 82 Original			*						
13 Original 48 Original 83 Original									
14 1 st Revised * 49 Original 84 1 st Revised *			*						*
15 1 st Revised * 50 1 st Revised * 85 Original			*			*			
16 1 st Revised * 51 Original 86 1 st Revised *			*						
17 1 st Revised * 52 Original 87 1 st Revised *			*						
18 1 st Revised * 53 Original 88 1 st Revised *			*						*
19 1 st Revised * 54 Original 89 Original			*		•				
20 1 st Revised * 55 Original 90 Original			*						
21 1 st Revised * 56 Original 91 Original			*		-		91	Original	
22 1 st Revised * 57 Original									
23 1 st Revised * 58 Original			*		-				
24 1 st Revised * 59 Original			*						
25 1 st Revised * 60 Original									
26 1 st Revised * 61 Original			*						
27 Original 62 Original		-			Original				
28 Original 63 1 st Revised *									
29 Original 64 1 st Revised *									
30 Original 65 1 st Revised *									
31 1 st Revised * 66 1 st Revised *			*						
32 Original 67 1 st Revised *					1 st Revised				
33 Original 68 1 st Revised *					1 st Revised				
34 Original 69 1 st Revised *		-			1 st Revised				
35 Original 70 1 st Revised *	35	Original							

* - Indicates pages included with this filing.

Issued: July 30, 2015

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339

(D)

(C)

(C)

(C)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Common Channel Signaling Network (CCSN)

The term "Common Channel Signaling Network" (CCSN) denotes a specialized digital signaling network separate from the regular message (voice) network which interconnects computerized switching systems and has access to special data bases.

Common Line

The term "Common Line" denotes a line, trunk or other equivalent facility provided by the Company, terminated on a central office switch. A common line-residence is a line or trunk provided under the residence regulations of the general and/or local exchange service tariffs. A common line-business is a line provided under the business regulations of the general and/or local exchange service tariffs.

Communications Systems

The term "Communications Systems" denotes channels and other facilities which are capable of communications between terminal equipment provided by other than the Company.

Company

Used throughout this tariff to indicate Native American Telecom, LLC.

Customer(s)

The term "customer(s)" denotes any individual, partnership, association, joint-stock company, trust, corporation, governmental entity or any other entity which utilizes the services offered under this Tariff, including Interexchange Carriers (ICs), end users and interconnectors.

Customer-provided Tandem

The term "Customer-provided Tandem" denotes a customer-provided switching system that provides a concentration and distribution function of originating or terminating traffic between a Company equal access end office(s) subtending the customer-provided tandem at the customer's point of termination.

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339

Entrance Facility

The term "Entrance Facility" denotes the dedicated Switched Access transport facility from the customer's premises or point of demarcation to the Company serving wire center

Entry Switch

See "First Point of Switching".

Exchange

The term "Exchange" denotes a unit generally smaller than a Local Access and Transport Area, established by the Telephone Company for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. The exchange includes any Extended Area Service (EAS) area that is an enlargement of a Telephone Company's exchange area to include nearby exchanges. One or more designated exchanges comprise a given Local Access and Transport Area.

Exit Message (EXM)

The term "Exit Message" (EXM) denotes a SS7 message sent to an end office by the Company's access tandem or a customer-provided tandem switch to mark the carrier connect time when the Company's access tandem or a customer-provided tandem switch sends an Initial Address Message to the interexchange carrier.

Extended Area Service (EAS)

See definition of "Exchange".

First Point of Switching

The term "First Point of Switching" denotes the first Telephone Company location at which switching occurs on the terminating path of a call proceeding from the customer's premises to the terminating end office and, at the same time, the last Telephone Company location at which switching occurs on the originating path of a call proceeding from the originating end office to the customer's premises.

(D)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

<u>Hub</u>

The term "Hub" denotes a Company designated wire center at which bridging, multiplexing or connections to other services are performed (e.g., WATS Access Service, PPSN and connections of two like services installed as two separate services).

Immediately Available Funds

The term "Immediately Available Funds" denotes a corporate or personal check drawn on a bank account and funds which are available for use by the receiving party on the same day on which they are received and include U.S. Federal Reserve bank wire transfers, U.S. Federal Reserve notes (paper cash), U.S. coins, U.S. Postal Money Orders and New York Certificates of Deposit.

Individual Case Basis (ICB)

The term "Individual Case Basis" denotes a condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this Tariff are developed based on the circumstances in each case.

Issued: July 24, 2014

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339 Effective Date: August 23, 2014

Initial Address Message (IAM)

The term "Initial Address Message" (IAM) denotes a SS7 signaling message that contains the address and routing information required to establish a point-to-point telephone connection.

Interexchange Carrier (IC) Or Interexchange Common Carrier

The term "Interexchange Carrier" (IC) or "Interexchange Common Carrier" denotes any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged for hire in Intrastate communication by wire or radio between two or more exchanges. See "Carrier".

Intrastate Communications

The term "Intrastate Communications" denotes any communications within a state subject to oversight by a state regulatory commission as provided by the laws of the state involved. Intrastate can also denote communications within reservation borders subject to oversight by Tribal Utility Commission.

(T)

(T)

(D)

(D)

(T)

Line-Side Connection

The term "Line-Side Connection" denotes a connection of a transmission path to the line side of a local exchange switching system.

Issued: July 30, 2015

(T)

(D)

(D)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

On-hook

The term "On-hook" denotes the idle condition of Switched Access or a Channel.

Originating Direction

The term "Originating Direction" denotes the use of access service for the origination of calls from an end user premises to a customer's premises.

Point Of Termination (POT)

The term "Point of Termination" denotes a point at or near a customer-designated premises at which the Company's responsibility for the provision of Access Service ends.

Issued: July 30, 2015

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339

Premises

The term "Premises" denotes a building, portion of a building in a multi-tenant building or buildings on continuous property (except Railroad Right-of-Way, etc.) not separated by a public highway. It may also denote a customer-owned enclosure or utility vault located aboveground or underground on private property or on customer acquired Right-of-Way. Except for an end user that offers Telecommunications Services exclusively as a reseller, this term is not to be limited to one building, but applies as well to a complex, or campus-type configuration of buildings.

Set of rules for conducting interactions between two or more terminals, hosts or peripherals. These rules consist of syntax (header structure), semantics (actions and reactions that are supposed to occur) and timing (relative ordering and duration of states and events).

(D) | | | | | | | | | | |

(D)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Query

The term "Query" denotes the inquiry to a database to obtain information, processing instructions or service (T) data.

Registered Equipment

The term "Registered Equipment" denotes the customer's premises equipment which complies with and has been approved within the Registration Provisions of Part 68 of the F.C.C.'s Rules and Regulations.

Release Message

The term "Release Message" denotes a SS7 message sent in either direction to indicate the release of a specific circuit.

Issued: July 30, 2015

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339

(D)

(T)

(T)

SECTION 1 - DEFINITIONS AND ABBREVIATIONS, (CONT'D)

Responsible Organization

The term "Responsible Organization" denotes the entity responsible for the management and administration of 800 Data Base Access Service records in the Service Management System according to the Guidelines for 800 Data Base.

Service Control Point (SCP)

The term "Service Control Point" (SCP) denotes the node in the network where several independent data base applications receive and respond to SS7 queries.

Service Management System/800 (SMS/800)

Service Management System/800 (SMS/800) is the main operations support system of 800 Data Base Access Service. It is used to create and update subscriber 8YY records that are then downloaded to SCPs for handling subscribers' 8YY calls (see Service Control Points). The system is also used by RESP ORGs to reserve and assign 8YY numbers.

Service Switching Point (SSP)

The term "Service Switching Point" (SSP) denotes a signal point equipped with the ability to halt call process, formulate and send a SS7 query to a remote location and route the call based on information contained in the response.

Serving Wire Center (SWC)

The term "Serving Wire Center" denotes the local Telephone Company office from which dial tone for local exchange service would normally be provided to the customer premises.

Signal Point (SP)

The term "Signal Point" (SP) denotes an end node in a CCSN. Signal Points can be switches (i.e., end offices and access tandems), data bases or operator service systems that are equipped with CCS.

Signal Transfer Point (STP)

The term "Signal Transfer Point" (STP) denotes a switch which provides CCSN access and performs CCSN message routing and screening.

Signal Transfer Point Port (STP PORT)

The term "Signal Transfer Point Port" (STP PORT) denotes the point of termination on the STP which provides CCSN access.

Signaling System 7 (SS7)

The term "Signaling System 7" (SS7) denotes the signaling protocol in the CCSN.

Subtending End Office of an Access Tandem

The term "Subtending End Office of an Access Tandem" denotes an end office that has final trunk group routing through that tandem.

Switch

The terms "switch," "switching" or "switched" refer to any technical means by which a call is directed from an input source onwards towards a destination or output location by performing, for example, call set-up, supervision, and management functions or their functional equivalents. Switching may include (without limitation) either circuit or packet switching, and switching of communications individually (including, if applicable, individual packets) or in groups, depending on the technology deployed. A "switch" is a device, software, or any technical arrangement or system that performs or accomplishes switching. A call is "switched" when any of the above functions, or functional equivalents, is performed. (N)

(D)

(N)

Ì

(D)

Issued: July 30, 2015

2.7 Liability of the Company

- 2.7.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, changing or removing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate, at the sole discretion of the Company) to the period during which such error, mistake, omission, interruption or delay occurs.
- 2.7.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, without limitation, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.
- 2.7.3 When the services or facilities of other common carriers <u>or providers</u> are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or <u>providers or</u> their agents, servants or employees.
- 2.7.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with FCC, or other relevant Commission rules and regulations.
- 2.7.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, End Users, or by facilities or equipment provided by the Customer.

	Issued:	July	30.	2015
--	---------	------	-----	------

<u>(T)</u>

(T)

Cancels Original Page 38

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

- 2.9 Obligations of the Customer (Continued)
 - 2.9.3 Jurisdictional Reports Requirements (Continued)
 - B. Jurisdictional Reports

Except where Company measured access minutes are used, the customer-provided PIU factor will be used until the customer reports a different projected PIU factor based on the following guidelines:

The customer may update the interstate and intrastate PIU factor via Jurisdictional Report on a quarterly basis. The customer shall report the PIU factor by traffic and service type for each LATA. The customer shall forward to the Company a revised report, to be received no later than 14 days after the first of January, April, July and October. The revised report shall show the PIU factor for the most current data available, for each service arranged for interstate use. This data shall consist of at least 3 and no more than 12 consecutive months of data, ending no more than 75 days earlier than the date the report is due (e.g., for the report due January 15th, the last month of data should be no earlier than October 31). The updated PIU factor shall be based on call detail records. The PIU factor can be based on a statistically valid sample. The PIU factor reported in January, April, July and October will be effective on the bill date of each such month and will serve as the basis for subsequent monthly billing pending the receipt of a revised PIU report.

No prorating or back billing will be done based on the Jurisdictional Report. However, usage will be billed utilizing the interstate percentage that was in effect at the time the usage was generated.

The customer shall maintain and retain the work papers that show how the interstate percentage was determined and a summary derived from the actual call detail records for a minimum twelve-month period which statistically substantiates each interstate percentage provided to the Company. This summary at a minimum shall include month, year, state, traffic type (e. g., originating, terminating, <u>8YY,8XX</u>, etc.) and service type. The Company may request the work papers and summary in support of the customer's projected PIU factor.

Issued:	hilv	30	2015
Issueu.	JULY	50,	2015

(T)

- 2.10 Billing and Payment For Service (Continued)
 - 2.10.4 Disputed Charges
 - A. All bills are presumed accurate, and shall be binding on the Customer unless written notice of a good faith dispute is received by the Company. For the purposes of this Section, "notice of a good faith dispute" is defined as written notice to the Company's contact within a reasonable period of time after the invoice has been issued, containing sufficient documentation to investigate the dispute, including the account number under which the bill has been rendered, the date of the bill, and the specific items on the bill being disputed. A separate letter of dispute must be submitted for each and every individual bill that the Customer wishes to dispute.
 - B. Prior to or at the time of submitting a good faith dispute, Customer shall tender payment for any undisputed amounts, as well as payment for any disputed charges relating to traffic in which the Customer transmitted an interstate telecommunications to the Company's network.
 - A. Any objections to billed charges must be reported to the Company or its billing agent within sixty (60) days of the invoice date of the bill issued to the Customer. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
 - B. 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 ninety (90) days of the invoice date of the bill for the disputed services.
 - C. If the dispute is resolved in favor of the Customer, and the Customer has withheld the disputed amount, no interest credits or penalties will apply.
 - D. 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 disputed amount shall be subject to the late payment penalty as set forth in 2.10.5.
 - E. 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 2.10.5.
 - F. 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.

Issued By:	Jeff Holoubek, President
-	253 Ree Circle
	Fort Thompson, South Dakota 57339

Issued: July 30, 2015

2.13 Cancellation by Customer

- 2.13.1 General
 - A. Customers of the Company's service may cancel service by providing the Company with written notification thirty (30) days prior to the requested cancellation date. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until thirty (30) days after the date that the cancellation notice is received, whichever is later.
 - B. Customers seeking to cancel service have an affirmative obligation to <u>provide for</u> <u>alternate routing ofblock</u> traffic originating from or terminating to the <u>Company'sCompany</u> s network. By originating traffic from or terminating traffic to the <u>Company'sCompany</u> s network, the Customer will have constructively ordered the <u>Company'sCompany</u> s witched access service.
- 2.13.2 Cancellation of Contract Services
 - A. If a Customer cancels a service order or terminates services before the completion of the term or where the Customer breaches the terms in the service contract, the Customer may be requested by the Company to pay to Company termination liability charges. These charges shall become due and owing as of the effective date of the cancellation or termination. Unless otherwise specified in this tariff, the termination liability shall be equal to:
 - (a) all unpaid nonrecurring charges reasonably expended by the Company to establish service to Customer, plus;
 - (b) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of Customer, plus;
 - (c) all recurring charges specified in the applicable service order for the balance of the then current term.

Issued:	July	30.	2015	

- 2.23 Determination of Jurisdiction of Mixed Interstate and Intrastate Dedicated Facilities
 - 2.23.1 When mixed interstate and intrastate service is provided over a dedicated facility, the jurisdiction will be determined as follows. For jurisdictional reports required for switched access, see Section 2.9.2.
 - (a) If the Customer's estimate of the interstate traffic on the service equals 10% or more of the total traffic on that service, the service will be provided according to the applicable rules and regulations of the appropriate FCC tariff.
 - (b) If the Customer's estimate of the interstate traffic on the service is less than 10% of the total traffic on that service, the service will be provided according to the applicable rules and regulations of this tariff.
 - (c) If the percentage of interstate traffic on the service changes to the extent that it alters the jurisdiction of the service, the Customer must notify the Company of any required change in status. The affected service will revert to the appropriate jurisdictional tariff within the next full billing cycle. Any applicable termination liability will be transferred with the jurisdictional change of the service.
- 2.24 Ordering, Rating and Billing of Access Services Where More Than One Exchange Telephone Company is Involved

When an Access Service is provided to a customer where one portion of the service is provided by one Exchange Telephone Company and the other portion of the service is provided by another Exchange Telephone Company, the Company accepts and adheres to the Ordering and Billing Forum guidelines, Multiple Exchange Carrier Access Billing (MECAB) and Multiple Exchange Carrier Ordering and Design (MECOD).

2.25 Toll VoIP-PSTN Traffic

Pursuant to 47 CFR §51.913, all Toll VoIP-PSTN traffic will be assessed switched access charges at the same rates set forth in this tariff for the functionally equivalent traffic whether it be VoIP-VoIP, TDM – TDM, or any other traffic distinguished by its underlying technology and/or method of transmission, at rates set forth in Section 3 of this tariff.

2.26 Partial Tariff Invalidity

If any provision, rate or term of this Tariff shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render any other provision, rate or term of this Tariff unenforceable, but rather this Tariff shall be construed as if not containing the invalid or unenforceable provision, rate or term.

2.27 The switched access services, or the functionally equivalent services, rate elements have been priced consistent with the rate elements of the lowest priced Price Cap LEC in SD, CenturyLink (former Qwest). It is the intention of this tariff that those rate elements remain priced consistent with, and be no higher than, those of that Price Cap LEC. In the event that LEC makes price or service changes that result in an inadvertent mispricing of any of the rate elements for the switched access services, or the functionally equivalent services, then the lower LEC rate shall be automatically adopted as the applicable rate.

Issued: July 30, 2015

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339 Effective Date: July 31, 2015

(N)

1

1

(N)

SECTION 3 - SWITCHED ACCESS SERVICE, (CONT'D)

3.3 Rate Categories (Continued)

- 3.3.1 Switched Transport (Continued)
 - D. Switched Transport TST Rate Category

Tandem Switched Transport (TST) provides the transmission facilities between an access tandem and end offices subtending that tandem utilizing tandem switching functions. TST consists of circuits used in common by multiple customers from the access tandem to an end office. The TST rate category is composed of the rate elements set forth in (1) and (2), following based on the functions performed.

(1) Tandem Transmission

Tandem Transmission is composed of a fixed per-MOU rate ("Tandem Switched Transport - Termination") and per-mile/per-MOU rate ("Tandem Switched Transport – Facility"). The fixed rate provides for the circuit equipment at the end of the interoffice transmission paths. The per-mile rate provides for the transmission facilities, including intermediate transmission circuit equipment between the end points of the interoffice circuit. For purposes of determining the per-mile rate, mileage will be measured as airline mileage using the V & H coordinates method in accordance with standard industry practices.

Issued By: Jeff Holoubek, President 253 Ree Circle Fort Thompson, South Dakota 57339