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September 23, 2014

**Via Electronic Mail & Overnight Courier**

Chairman Herbert Hilliard  
c/o Sharla Dillon, Dockets and Records Manager  
Tennessee Regulatory Authority  
Andrew Jackson State Office Building  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243  
Sharla.dillon@tn.gov

14-00093

**Re: GC Pivotal, LLC Application for Certificate of Public Convenience and Necessity to Provide Facilities-Based and Resold Local Exchange and Interexchange Telecommunications Services in the State of Tennessee**


Dear Chairman Hilliard:

On behalf of GC Pivotal, LLC d/b/a Global Capacity ("Global Capacity" or "Applicant"), enclosed for filing are an original and four (4) copies of the above-referenced Application. A copy of this filing has also been submitted via electronic mail. Also enclosed is a check in the amount of \$25.00 to cover the requisite filing fee.

GC Pivotal requests confidential treatment of its Financial Information labeled as **Exhibit E**. Exhibit E contains commercially and financially sensitive and competitively significant information that is not otherwise released to the public. Unrestricted availability of this information would provide competitors with knowledge that would be otherwise unavailable and could place GC Pivotal at a competitive disadvantage. Confidential and trade secret treatment is therefore required to avoid commercial and competitive injury.

An electronic copy of this filing has also been submitted. Please date-stamp the extra copy of this filing and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact us.

Respectfully submitted,



Russell M. Blau  
Jeffrey R. Strenkowski

Counsel for GC Pivotal, LLC d/b/a Global Capacity

Beijing  
Boston  
Frankfurt  
Hartford  
Hong Kong  
London  
Los Angeles  
New York  
Orange County  
San Francisco  
Santa Monica  
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A/76297938

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

Application of )  
)  
)

**GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY** )  
)

Docket No. \_\_\_\_\_

for a Certificate of Public Convenience and )  
Necessity to Provide Facilities-Based and Resold )  
Local Exchange and Interexchange )  
Telecommunications Services in the )  
State of Tennessee )  
)

**APPLICATION FOR A CERTIFICATE TO PROVIDE  
FACILITIES-BASED AND RESOLD  
LOCAL EXCHANGE AND  
INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

GC Pivotal, LLC d/b/a Global Capacity ("Global Capacity" or "Applicant"), by its undersigned counsel and pursuant to T.C.A. § 65-4-201, Tennessee Regulatory Authority ("TRA") Rule 122-4-8 and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), respectfully requests that the TRA grant Global Capacity Carrier authority to provide facilities-based and resold local exchange and facilities-based and resold interexchange non-voice telecommunications service throughout the State of New Jersey. Applicant is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local exchange and interexchange telecommunications services.

The State of Tennessee has adopted a policy of allowing competition in the local and long distance telecommunications markets, recognizing that it is in the public interest to develop effective competition to ensure that all consumers will have access to high quality, low cost, and innovative telecommunications services. The federal Telecommunications Act of 1996 also

seeks to promote competition and reduce regulation in order to secure lower prices and higher quality telecommunications services for American consumers. Both goals will be promoted by granting this Application.

This Application is being filed as part of a larger transaction whereby Global Capacity intends to obtain certain network assets and data service customers from MegaPath Corporation (“MegaPath”).<sup>1</sup> Global Capacity intends to provide services to those customers under the same rates, terms and conditions as they are currently provided by MegaPath. Consistent with the services provided by MegaPath, Global Capacity does not intend to provide voice services at this time. In order to serve those customers, Global Capacity is hereby requesting facilities-based and resold authority, and intends to adopt the existing MegaPath tariffs (if any). Any future changes in the rates, terms or conditions of services provided to affected customers will be undertaken pursuant to their service contracts and/or applicable federal and state tariffing requirements.

The Applicant submits the following information in support of its request.

**1. Description of Applicant.**

Applicant’s legal name is GC Pivotal, LLC d/b/a Global Capacity. Global Capacity is a Delaware Limited Liability Company and a subsidiary of Pivotal Global Capacity, LLC. The company will do business as Global Capacity in Tennessee. Global Capacity may be reached at its principal place of business:

180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
Tel: (312) 673-2400

Questions concerning this application should be directed to:

Russell M. Blau  
Jeffrey R. Strenkowski  
Bingham McCutchen LLP  
2020 K Street, N.W.  
Washington, DC 20006  
Tel: (202) 373-6000  
Fax: (202) 373-6001  
russell.blau@bingham.com  
jeffrey.strenkowski@bingham.com

and

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
Tel: (312) 673-2400  
Fax: (312) 673-2422  
jkissel@globalcapacity.com

Following certification, questions about the Applicant should be directed to:

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
Tel: (312) 673-2400  
Fax: (312) 673-2422  
regulatory@globalcapacity.com

**2. Organizational chart of corporate structure: Including any pertinent acquisition or merger information**

See Exhibit A.

**3. Corporate Information.**

Global Capacity was incorporated as a Delaware limited liability company on May 20, 2010. A copy of its Articles of Incorporation and amendments documents are attached hereto

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<sup>1</sup> GC Pivotal requests that the filing it makes with respect to the transfer of assets from MegaPath to GC Pivotal be associated with this Application.

as **Exhibit B**. A copy of Global Capacity's Certificate of Authority to Transact Business as a foreign corporation in Tennessee is attached hereto as **Exhibit C**.

**4. Applicant's officers and directors**

Global Capacity's officers and directors are:

F. Francis Najafi, President<sup>2</sup>  
Richard Garner, Secretary and Treasurer

All officers and directors may be reached at Applicant's principal place of business provided above. There are no principal officers in Tennessee. Biographies of Applicant's key management personnel are provided in **Exhibit D**.

**5. Global Capacity possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee.**

A. Financial qualifications and surety bond

Financial information demonstrating Global Capacity's financial qualifications is provided *under seal* as **Exhibit E**. This application is associated with a nation-wide transaction, as such Applicant has not prepared for each state projected financial statements for the next three years or capital expenditures budget for next three years. A *pro forma* financial statement is attached. As shown in the attached information, Global Capacity is financially qualified to operate within the State of Tennessee.

T.C.A. § 65-4-125 requires the filing of a surety bond in the amount of twenty thousand dollars (\$20,000) to secure the payment of any monetary sanction imposed in any proceeding brought under this title or the Consumer Telemarketing Protection Act of 1990. Applicant will provide a bond in favor to the TRA in the amount of \$20,000 prior to beginning operations in Tennessee.

B. Technical and managerial qualifications

Global Capacity is technically and managerially qualified to provide competitive local exchange and interexchange services in Tennessee. Global Capacity's operations will be directed by its existing corporate management, technical, and operations staffs who are responsible for the interexchange and local exchange operations in other states. A description of the background of Global Capacity's key personnel, which demonstrates the extensive telecommunications experience of Global Capacity's management team, is attached hereto as **Exhibit D**. Applicant does not plan to have any special Customer Provided Equipment requirements that would not be compatible with an incumbent carrier.

C. Proposed service area

Global Capacity seeks authority to provide facilities-based and resold local exchange and interexchange non-voice telecommunications services to and from all points in the State of Tennessee that are currently or become open to competition.

Global Capacity will provision telecommunication services through a combination of its own facilities, facilities leased from other carriers, and resale of facilities and equipment of Incumbent Local Exchange Carriers ("ILECs") operating in Tennessee. Global Capacity's facilities may include ducts, wires, cables, end-office switches, telecommunications equipment and other telecommunications transmission facilities. Facilities-based service will be provided via (1) commercial wholesale agreement with incumbents or other carriers, (2) Global Capacity's own facilities, or (3) a combination thereof.

Applicant requests authority to operate throughout the State of Tennessee. Therefore, Global Capacity seeks statewide authority. At this time, Global Capacity does not seek to terminate

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<sup>2</sup> Mr. Najafi is the Founder and CEO of Pivotal Group, a leading investment company with an equity portfolio that includes Global Capacity.

any small or rural exemptions existing under Section 251(f)(1) of the Federal Telecommunications Act of 1996; however, Global Capacity seeks statewide authority so that it may expand its service areas as those areas become open to competition.

Applicant will continuously monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis. A copy of Applicant's proposed local exchange, and interexchange tariff are attached hereto as **Exhibit F**.

D. Types of telecommunications services to be provided

Applicant seeks statewide authority to provide facilities-based and resold local exchange telecommunications services in Tennessee. To the extent applicable to non-voice telecommunications services, or to the extent that Applicant begins to provide voice telecommunications services, Applicant will provide those services required by TRA Rule 1220-4-8-.04(3)(b). To the extent it provides voice services in the future, Applicant will provide emergency 911 services to its customers consistent with the applicable statutes and rules of the TRA and the Federal Communications Commission and directory and operator assistance services to its customers consistent with the applicable statutes and rules of the TRA and the Federal Communications Commission by contracting with a third-party entity. Applicant will not operate as an alternative operator service ("AOS") provider. To the extent it provides voice services in the future, Applicant will provide consumer access to and support for the Tennessee Relay Center in the same manner as incumbent local exchange companies, free blocking for 900 and 976 numbers, lifeline and linkup services to qualifying citizens, and educational discounts in existence as of June 6, 1995.

E. Repair and maintenance

Global Capacity understands the importance of effective customer service. Global Capacity's customer service department can be contacted for repair and maintenance information 24 hours per day, seven days per week by calling toll-free at (866) 469-5667, or by e-mailing [CNO@globalcapacity.com](mailto:CNO@globalcapacity.com) . Customers may also use written communication for repair and maintenance by writing to:

Network Operations Center  
180 North LaSalle Street  
Suite 2430  
Chicago, IL 60601

The Commission may also contact the persons provided in Question 1 for Global Capacity's ongoing operations in Tennessee.

**6. Small and minority-owned telecommunications business participation plan (T.C.A. § 65-5-112)**

Please see **Exhibit G**.

**7. Toll dialing parity plan**

Not applicable, as applicant does not intend to provide voice services at this time.

**8. Notice of application**

Applicant has served notice of this Application on the eighteen (18) incumbent local exchange telephone companies in Tennessee and on the Consumer Advocate and Protection Division of the Office of the Tennessee Attorney General with a statement regarding the Applicant's intention to operate geographically. Please see **Exhibit H** for the Notice of Application.

**9. Numbering issues**

Please see the statement provided in **Exhibit I**.

**10. Tennessee specific operational issues**



Please see the statements provided in **Exhibit J**.

**11. Miscellaneous**

A. Sworn pre-filed testimony

Please see the sworn pre-filed testimony of Jeremy M. Kissel, General Counsel, provided as **Exhibit K**.

B. Sample tariffs

Applicant's sample tariffs are attached hereto as **Exhibit F**.

C. Applicant's certifications

Global Capacity is extremely well qualified to provide telecommunications services in Tennessee. Global Capacity currently holds authority or is registered to provide some form of telecommunications services in the following jurisdictions: Alabama, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida (interexchange on a deregulated basis), Hawaii, Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Louisiana, Maine, New Hampshire, Nevada, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Texas, Utah, Vermont, Virginia, West Virginia and Wisconsin. Global Capacity is in the process of filing applications for authority or registering to provide telecommunications services in Colorado, Florida, Georgia, Idaho, Nebraska, New Jersey, Tennessee, Washington, and Wyoming, and is planning to request expanded authority in several of the states listed above.

D. Involvement in prior mergers, acquisitions, etc.

In 2011, Pivotal purchased the bankruptcy assets of Global Capacity.

E. Customer deposits

Global Capacity does not require customer deposits.

F. Complaints filed with state and federal regulatory agencies

In 2013, the regulatory staff of the Nevada Public Utilities Commission issued a petition for a show cause order against Global Capacity, LLC due to an incomplete annual report filing for calendar year 2012. See Nevada PUC Docket No. 13-08019. Global Capacity was ultimately fined \$50 for a late filing. See Nevada PUC Docket No. 13-10053, Procedural Order No. 3. The matter is closed.

Also in 2013, the Public Service Commission of West Virginia Commission Staff filed a Joint Staff Memorandum stating that Global Capacity, LLC failed to commence operations within one year after receiving its certificate of authority and that such authority should therefore be revoked. Global Capacity stated that it had taken longer to commence operations than originally planned. The Public Service Commission decided not to revoke Global Capacity's authority, and the matter is closed. See West Virginia PUC Case No. 110259-T-CN.

G. Service in areas with fewer than 100,000 total access lines

Global Capacity seeks authority to provide local exchange services in all service territories that are open to competition. Global Capacity exchanges are intended to mirror the exchange of the incumbent local exchange carrier in whose service territory Global Capacity will provide service. Global Capacity seeks authority to provide interexchange services statewide.

**12. Name and address of resident agent.**

Global Capacity's registered agent in the State of Tennessee is:

Corporation Service Company  
2908 Poston Ave.  
Nashville, TN 37203

WHEREFORE, Global Capacity, LLC respectfully request that the Commission grant a certificate of public convenience and necessity to provide facilities-based and resold local and interexchange non-voice telecommunications services within the State of Tennessee.

Respectfully submitted,



By:

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Russell M. Blau  
Jeffrey R. Strenkowski  
Bingham McCutchen LLP  
2020 K Street, N.W.  
Washington, DC 20006  
Tel: (202) 373-6000  
Fax: (202) 373-6001  
[russell.blau@bingham.com](mailto:russell.blau@bingham.com)  
[jeffrey.strenkowski@bingham.com](mailto:jeffrey.strenkowski@bingham.com)

Dated: September 23, 2014

## **LIST OF EXHIBITS**

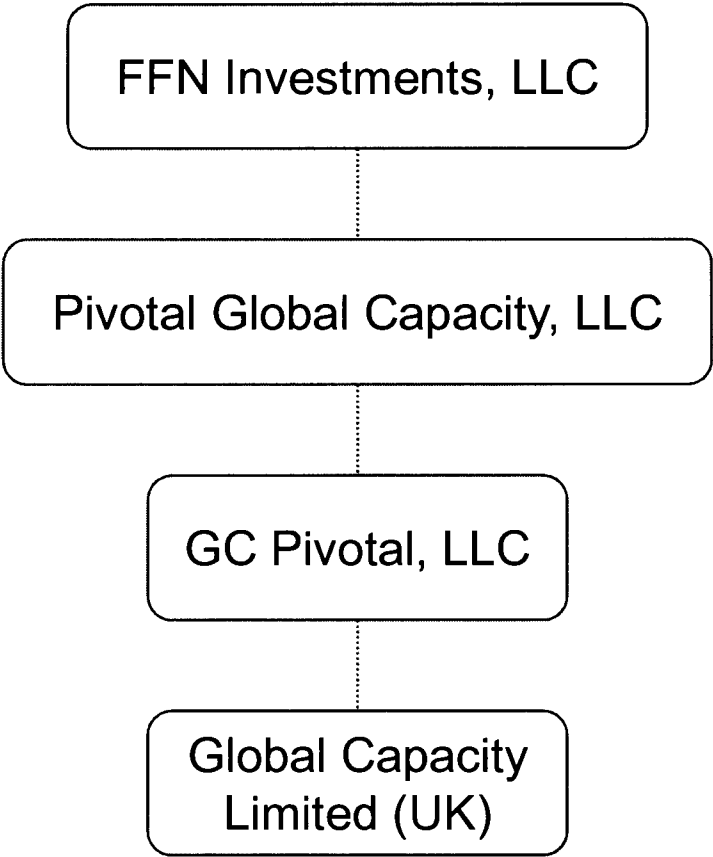
Exhibit A	-	Organizational Chart
Exhibit B	-	Formation Documents
Exhibit C	-	Authority to Transact Business
Exhibit D	-	Management Biographies
Exhibit E	-	Financial Information - <b>CONFIDENTIAL, FILED UNDER SEAL</b>
Exhibit F	-	Sample Local and Interexchange Tariff
Exhibit G	-	Small and Minority-Owned Telecommunications Business Participation Plan
Exhibit H	-	Notice of Application and Certificate of Service
Exhibit I	-	Numbering Issues
Exhibit J	-	Tennessee Specific Operational Issues
Exhibit K	-	Sworn Pre-filed Testimony
Verification		

**Exhibit A**

**Organizational Chart**

Organizational Structure

GC Pivotal, LLC d/b/a Global Capacity



**Exhibit B**

**Formation Documents**

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "GC PIVOTAL, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTIETH DAY OF MAY, A.D. 2010, AT 5:20 O'CLOCK P.M.


AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "GC PIVOTAL, LLC".



4825895 8100H

110076964

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8518343

DATE: 01-25-11



State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 06:13 PM 05/20/2010  
FILED 05:20 PM 05/20/2010  
SRV 100545420 - 4825895 FILE

## CERTIFICATE OF FORMATION

OF

### GC PIVOTAL, LLC

The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

**FIRST:** The name of the limited liability company (hereinafter called the "limited liability company") is:

### GC Pivotal, LLC

**SECOND:** The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are:

Corporation Service Company  
2711 Centerville Road, Suite 400  
Wilmington, New Castle County, Delaware 19808

**THIRD:** This Certificate of Formation shall be effective upon filing.

Executed on May 20, 2010.

/s/ Eleanor Romanelli

\_\_\_\_\_  
Eleanor Romanelli  
Authorized Person

**LIMITED LIABILITY COMPANY AGREEMENT  
OF  
GC PIVOTAL, LLC**

This **LIMITED LIABILITY COMPANY AGREEMENT** (this "Agreement") of GC Pivotal, LLC (the "Company") is effective as of May 20, 2010 and is entered into by Pivotal Global Capacity, LLC, an Arizona limited liability company, as the sole member (the "Member").

1. Formation of Limited Liability Company. The Company is hereby formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act, 6 Del. C §18-101, *et seq.*, as it may be amended from time to time, and any successor to such statute (the "Act"). The rights and obligations of the Member (as defined below) and the administration and termination of the Company shall be governed by this Agreement and the Act. This Agreement shall be considered the "Limited Liability Company Agreement" of the Company within the meaning of Section 18-101(7) of the Act. To the extent this Agreement is inconsistent in any respect with the Act, to the fullest extent permitted by the Act, this Agreement shall control. Eleanor Romanelli is hereby designated as an "authorized person" within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware (such filing being hereby approved and ratified in all respects). Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, her powers as an "authorized person" ceased, and the Member thereupon became the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. The Member, as an authorized person, within the meaning of the Act, shall execute, deliver and file, or cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in with the Secretary of State of the State of Delaware. The Member shall execute, deliver and file, or cause the execution, delivery and filing of any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any other jurisdiction in which the Company may wish to conduct business.

2. Members. Pivotal Global Capacity, LLC is hereby admitted as the sole member of the Company upon its execution and delivery of this Agreement.

3. Purpose. The purpose of the Company is to engage in any and all other lawful businesses or activities in which a limited liability company may be engaged under applicable law (including, without limitation, the Act).

4. Name. The name of the Company shall be GC Pivotal, LLC.

5. Registered Agent and Principal Office. The registered agent of the Company in the State of Delaware shall be Corporation Service Company whose address is 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The mailing address of the Company shall be 3200 East Camelback Road, Suite 295, Phoenix, Arizona

85018. The Company may have such other offices as the Member may designate from time to time.

6. Term of Company. The Company shall commence on the date set forth as the "effective date" as set forth in a Certificate of Formation of the Company that has been properly filed with the Secretary of State of the State of Delaware and shall continue in existence in perpetuity unless its business and affairs are earlier wound up following dissolution at such time as this Agreement may specify.

7. Management of Company. Except to the extent delegated to the Officers of the Company pursuant to Section 8 below, all decisions relating to the business, affairs and properties of the Company shall be made by the Member.

8. Designation of Officers.

(a) The Member may, from time to time, designate officers of the Company and delegate to such officers such authority and duties as the Member may deem advisable (the "Officers") and may assign titles (including, without limitation, Chairman, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, president, vice-president, secretary and/or treasurer) to any such Officer. Unless the Member otherwise determines, if the title assigned to an Officer of the Company is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, then the assignment of such title shall constitute the delegation to such Officer of the authority and duties that are customarily associated with such office. Any number of titles may be held by the same Officer. Any Officer to whom a delegation is made (including any delegation contained in an employment agreement, subject to the limitations contained therein) shall serve in the capacity and have such powers as delegated unless and until such delegation is revoked by the Member in whole or in part for any reason or no reason whatsoever, with or without cause, or such Officer resigns. The initial Officers of the Company are set forth on Schedule A hereto.

(b) In addition to such other duties as may be delegated to any Officer of the Company, the President of the Company shall be the most senior officer of the Company and shall, subject to the control of the Member, have general supervision, direction and control of the business and officers of the Company.

9. Reimbursement; Compensation. Each Officer shall be reimbursed for any actual costs reasonably incurred in connection with such Officer's service as an officer of the Company.

10. Limitation of Liability; Indemnification; Duties.

(a) To the fullest extent permitted by law, none of (i) the Member (in its capacity as Member), (ii) the affiliates, agents, officers, partners, employees, representatives, directors, members or shareholders of the Member or the Company and (iii) each former officer, director, employee, or member (collectively, the "Indemnitees") acting in accordance with this Agreement shall be liable, responsible, or accountable, in damages or otherwise, to the Company or the Member thereof for doing any act or failing to do any act, whether before, on or after the date hereof, the effect of which may cause or result in loss or damage to the Company or the

Member if: (A) the act or failure to act of such Indemnitee was in good faith, in a manner it reasonably believed to be within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of the Company; and (B) the conduct of such Person did not constitute fraud, willful misconduct, gross negligence or a material breach of this Agreement.

(b) The Company shall defend, indemnify and hold harmless any Indemnitee to the greatest extent permitted by law against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever, and all costs of investigation in connection therewith, as a result of any claim, threatened action or legal proceeding by any person (including, without limitation, by or through the Company, any subsidiary and/or the Member), or otherwise imposed upon or incurred by such Indemnitee, relating to the performance or nonperformance of any act concerning the activities of the Company or a subsidiary, whether before, on or after the date hereof, if: (i) the act or failure to act of such Indemnitee was in good faith, within the scope of such Indemnitee's authority and in a manner it reasonably believed to be in, or not inconsistent with, the best interest of the Company or such subsidiary; and (ii) the conduct of such Indemnitee did not constitute fraud, willful misconduct, gross negligence or a material breach of a material provision of this Agreement. The indemnification authorized by this subsection (b) shall include any judgment, award, settlement, the payment of reasonable attorneys' fees and other expense (not limited to taxable costs) incurred in settling or defending any claims, threatened action or finally adjudicated legal proceeding.

(c) From time to time, as requested by an Indemnitee hereunder, such attorneys' fees and other expenses shall, unless the Member determines that the Indemnitee has failed to meet the standards set forth in subsection (b) (taking into account, among other things, the availability of security for any repayment obligation on the part of the Indemnitee), be advanced by the Company prior to the final disposition of such claims, actions or proceedings upon receipt by the Company of an undertaking, reasonably acceptable to the Member, by or on behalf of such Indemnitee to repay such amounts if it shall be determined that such Indemnitee is not entitled to be indemnified as authorized hereunder.

(d) Any indemnification by the Company provided hereunder shall be satisfied solely out of assets of the Company as an expense of the Company (and the proceeds of any directors and officers insurance).

(e) The provisions of this Section 10 are for the benefit of the Indemnitees and their estate and heirs and shall not be deemed to create any rights for the benefit of any other person.

(f) The provisions of this Section 10 shall survive the termination of this Agreement. Any termination or amendment of this Section 10 shall not adversely affect any right or protection hereunder of any Indemnitee in respect of any act or omission prior to the time of such termination or amendment.

11. Distributions. Each distribution of cash or other property by the Company shall be made 100% to the Member.

12. Dissolution and Winding Up. The Company shall dissolve and its business and affairs shall be wound up upon (i) the written consent of the Member, (ii) any time there are no members of the Company unless the Company is continued in accordance with the Act, or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

13. Amendments. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

14. Governing Law. The validity and enforceability of this Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to otherwise governing principles of conflicts of law.

[SIGNATURE PAGE FOLLOWS]

The undersigned, being the sole Member of the Company, does hereby adopt this Agreement as of the date first above written.

**PIVOTAL GLOBAL CAPACITY, LLC**  
**Its Sole Member**

By: 

Name: *F. Francis Najafi*

Title: *Member*

**Exhibit C**

**Authority to Transact Business**



**STATE OF TENNESSEE**  
**Tre Hargett, Secretary of State**  
Division of Business Services  
William R. Snodgrass Tower  
312 Rosa L. Parks AVE, 6th FL  
Nashville, TN 37243-1102

**JEREMY M KISSELK**

September 16, 2014

#2809

1629 S. PRAIRIE AVE.

CHICAGO, IL 60616

**Request Type: Certificate of Existence/Authorization**

Issuance Date: 09/16/2014

Request #: 0139304

Copies Requested: 1

**Document Receipt**

Receipt #: 1643769

Filing Fee: \$22.25

Payment-Credit Card - State Payment Center - CC #: 158290447

\$22.25

**Regarding: GC Pivotal, LLC**

Filing Type: Limited Liability Company - Foreign

Control #: 632504

Formation/Qualification Date: 06/01/2010

Date Formed: 05/20/2010

Status: Active

Formation Locale: DELAWARE

Duration Term: Perpetual

Inactive Date:

**CERTIFICATE OF AUTHORIZATION**

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

**GC Pivotal, LLC**

\* is a Limited Liability Company formed in the jurisdiction set forth above and is authorized to transact business in this State;

\* has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

\* has filed the most recent annual report required with this office;

\* has appointed a registered agent and registered office in this State;

\* has not filed an Application for Certificate of Withdrawal.

Tre Hargett  
Secretary of State

Processed By: Cert Web User

Verification #: 008725622



## **Exhibit D**

### **Management Biographies**

#### **F. Francis Najafi - Founder and CEO**

F. Francis Najafi is founder and CEO of Pivotal Group, a leading investment company focused on private equity and real estate.

He founded the privately held firm 30 years ago, investing in landmark properties.

Pivotal Group's real estate investments have included major hotel properties including the Century Plaza Hotel in Los Angeles, Class A commercial office properties such as 650 California Street in San Francisco, and community development projects, including Promontory in Park City.

Drawn by the unrealized potential of well-managed middle-market companies with unique assets, Mr. Najafi entered the private equity market in 2002, and acquired Network Solutions, the world's largest domain-name registry, in 2003. His acquisition philosophy is to initiate and support management-led efforts to build long-term value through the adoption of disruptive innovation, developing new products, expanding markets served and the continued optimization of its cost structure.

Pivotal Group's private equity portfolio includes Global Capacity, the industry's first telecom logistics company globally serving system integrators, carriers and enterprise clients.

Mr. Najafi completed his Bachelor of Science degree in engineering at Arizona State University (ASU), followed by two Masters Degrees from Thunderbird – The School of Global Management, and the University of Southern California (USC). At USC, he began his entrepreneurial activities while a Ph.D. candidate in International Political Economy.

Over the past quarter century while heading Pivotal Group, Mr. Najafi devoted significant time and resources to causes in the public interest. His commitment to community service spans the world. Mr. Najafi is a board member of EastWest Institute, a global think-and-do tank that devises innovative solutions to pressing security concerns; is a member of Urban Land Institute and a governor of the ULI Foundation, which generates funding for research and public service activities that enhance communities. Additionally, he is active in the World President's Organization, a global organization focused on corporate responsibility and personal service and Chief Executive's Organization (CEO), which represents 2,000 global leaders who represent leading businesses around the world.

In Arizona, Mr. Najafi is a trustee of Thunderbird - The School of Global Management Institute, and foundation board member of the Translational Genomics Research Institute, which employs innovative advancements from the Human Genome Project.

Mr. Najafi's wide-ranging philanthropic interests include the Arizona Science Center, PARSA Community Foundation, Public Affairs Alliance of Iranian Americans (PAAIA), Science Foundation Arizona and Teach for America.

**Jack Lodge - President**

Jack Lodge is the President of Global Capacity, responsible for all aspects of strategy and execution of the company. He has over 23 years of experience in information technology and telecommunications. Mr. Lodge served as Global Capacity's COO since 2008, and has been a key driver in the development of the company's industry-leading One Marketplace platform. Under his leadership, the number of customers and suppliers participating in One Marketplace has grown steadily, while the company has achieved significant improvements in gross margin and EBITDA performance.

Mr. Lodge joined Global Capacity in 2006 via the acquisition of CentrePath, Inc., a privately-held network management and engineering company where he served as General Manager, with responsibility for all aspects of CentrePath's managed services business. Prior to joining CentrePath's predecessor company, GiantLoop, Mr. Lodge held several leadership positions in the IT organization at Nortel Networks, where his responsibilities included network architecture and strategy. Lodge joined Nortel via the 1998 acquisition of Bay Networks, where he held a number of IT management positions. At Bay Networks, Mr. Lodge led the IT infrastructure integration following the 1994 merger of Wellfleet Communications and Synoptics Communications that created Bay Networks. Prior to Wellfleet / Bay Networks, Mr. Lodge owned and operated a regional network services and maintenance business, distributing and supporting technology from multiple manufacturers. He began his career with AT&T in 1989 in a sales role.

Mr. Lodge holds a B.A. from the College of the Holy Cross, and an M.B.A. from Northeastern University. He played varsity lacrosse at Holy Cross, and remains active as a youth lacrosse coach. Mr. Lodge currently resides in the Boston area with his family.

**Richard Garner - Secretary and Treasurer**

Mr. Garner has been an integral part of Pivotal Group's management team for over ten years and is responsible for overseeing the accounting and finance requirements of Pivotal and its portfolio ventures.

As a Certified Public Accountant, he has more than twenty years of accounting, finance and general business experience, including ten years as a consultant, auditor and business advisor with the national CPA firms of Ernst & Young and Kenneth Leventhal.

He enjoys community service, including serving as an active youth leader with the Boy Scouts of America to help shape the lives of America's youth.

Mr. Garner received a B.S. in accounting from Northern Arizona University.

### **Ben Edmond - Chief Revenue Officer**

Mr. Edmond is Chief Revenue Officer at Global Capacity, with responsibility for all aspects of Global Capacity's revenue generation, including sales and marketing. Mr. Edmond has more than 15 years of experience in the telecommunications industry, encompassing broad expertise in the areas of sales, marketing and managerial experiences. Mr. Edmond joined Global Capacity in 2012. Prior to joining Global Capacity, Mr. Edmond was President of Sales and Marketing at FiberLight, where he led a national carrier and enterprise sales team in 15 metro markets and conducted daily operations in customer and account development and service as well as implementation of product development and all marketing activities.

Prior to joining FiberLight, Mr. Edmond owned Telecom Inventory, a consulting firm focusing on services for large enterprises requiring better access and use of telecommunications information. Mr. Edmond's telecom experience includes eight years with Xspedius Communications (formerly ACSI), where he held several leadership positions.

Mr. Edmond holds a M.S. in International Business from St. Louis University and a B.S. in International Business & Finance from Northeastern University.

### **Phil Doyle - Chief Information Officer**

Phil Doyle is Chief Information Officer of Global Capacity, responsible for the development and management of all proprietary Global Capacity systems and data, including One Marketplace. Mr. Doyle has over 15 years of experience in systems and data resource management, successfully leading development teams and facilitating innovative software solutions for the telecommunications industry. A co-founder of Magenta netLogic, he conceived and developed the core systems that are the foundation of One Marketplace.

Prior to co-founding Magenta netLogic, Mr. Doyle held several positions, including Managing Director, at LANalysis and netFusion Limited. He began his career with ICI in a network and systems engineering role.

Mr. Doyle is an engineering graduate of Manchester Metropolitan University in the UK. He resides in Manchester with his wife and two children, where he enjoys cycling, surfing and walking.

### **Craig Magerkurth - Chief Knowledge Officer**

Craig Magerkurth is Chief Knowledge Officer of Global Capacity, responsible for all systems and data that power the business. He brings over 18 years of experience in developing, building and managing complex, technology-based solutions for multiple industries. Most recently, he served as Vice President of Technology Programs at the Rise Group, where he had oversight of network and video surveillance programs such as Operation Virtual Shield, a Homeland Defense initiative in Chicago.

Previously, Mr. Magerkurth served as Chief Information Officer at Universal Access, where he managed the initial build-out of the Universal Transport Exchanges (UTX), and was instrumental in the development and deployment of the Universal Information Exchange (UIX) and Universal Solutions Exchange (USX). Through merger, these solutions ultimately became key components of what today is Global Capacity's One Marketplace. Mr. Magerkurth has previously served in executive roles for American Traffic Solutions and Mobility Technologies, in addition to serving as Chief Information Officer for 20-20 Technologies. He began his career in the United States Army Corp of Engineers.

Mr. Magerkurth is a graduate of the United States Military Academy at West Point, where he served as President of his class. He holds a Masters of Science in Engineering Management from the University of Missouri at Rolla. Mr. Magerkurth currently resides in the Austin, TX area with his family.

#### **John Nannenhorn - Senior Vice President of Finance**

As Senior Vice President of Finance for Global Capacity, John Nannenhorn is responsible for directing all aspects of Global Capacity's Finance, Accounting, Internal Control, Treasury, Human Resources, Legal and Administrative affairs. He brings over 20 years of comprehensive, in-depth, multi-industry experience.

Most recently, Mr. Nannenhorn served as Vice President/Controller at AirCell, where he played an integral role in building the company's Finance Department from the ground-up. He was instrumental in defining and deploying core accounting processes as well as hiring, developing and mentoring a top-performing financial team. Previously, Mr. Nannenhorn served as Executive Director of Finance at ConferencePlus and held several executive roles within prominent corporations including LANSA, Baan, SAP, Memorex Telex and Ryobi. As Chief Financial Officer at LANSA, he was instrumental in implementing new accounting and reporting systems as well as crafting and deploying mission-critical pricing and business model policies. Mr. Nannenhorn began his career as a Senior Accountant with Friedman, Eisenstein, Raemer & Schwartz, LLP.

Mr. Nannenhorn holds a Masters of Business Administration in Finance and Bachelor of Science in Accountancy from Northern Illinois University's College of Business in DeKalb, Illinois. He currently resides in the greater Chicago area.

#### **Jeremy Kissel - General Counsel**

Jeremy Kissel is General Counsel at Global Capacity, responsible for all legal and compliance functions of the company. Prior to joining Global Capacity in 2012, Mr. Kissel worked for a boutique communications law firm in Washington, D.C. and Chicago, assisting companies with regulatory compliance, commercial transactions, and representing clients before federal government agencies and the United States Congress. While serving as both an Attorney-Advisor in the Policy Division of the Federal Communications Commission's Media Bureau and Acting Legal Advisor to the Chief of the Media Bureau, Mr. Kissel was involved in all aspects of regulatory proceedings at the agency.

Prior to joining the Federal Communications Commission, Mr. Kissel worked in a United States Senate Leadership Office in Washington, D.C. From 2003 to 2006, Mr. Kissel was a litigator in Miami, Florida, where he concentrated his practice on insurance defense, insurance coverage, and bad faith matters.

Mr. Kissel holds a Bachelor of Science (B.S.) from Florida State University, a Juris Doctor (J.D.) from Nova Southeastern University, Shepard Broad Law Center, and a Master of Laws (LL.M) from American University's Washington College of Law. Mr. Kissel resides in Chicago with his wife.

**Exhibit E**

**Financial Information**

**CONFIDENTIAL - PROVIDED UNDER SEAL**

**Exhibit F**

**Sample Local and Interexchange Tariff**

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF TENNESSEE

**GC Pivotal, LLC d/b/a Global Capacity**

This tariff is filed in accordance with the Rules and Regulations of the Tennessee Regulatory Authority. All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by GC Pivotal, LLC d/b/a Global Capacity ("GC Pivotal") within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority. Copies may be inspected during normal business hours at GC Pivotal's principal place of business at 180 North LaSalle Street, Suite 2430, Chicago, Illinois 60601.

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Issued: September 24, 2014

By: Jeremy M. Kissel, General Counsel  
180 North LaSalle Street, Suite 2430  
Chicago, IL 60601

Effective:



## INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**CHECK SHEET**

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. 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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
1	Original	*	21	Original	*
2	Original	*	22	Original	*
3	Original	*	23	Original	*
4	Original	*	24	Original	*
5	Original	*	25	Original	*
6	Original	*	26	Original	*
7	Original	*	27	Original	*
8	Original	*			
9	Original	*			
10	Original	*			
11	Original	*			
12	Original	*			
13	Original	*			
14	Original	*			
15	Original	*			
16	Original	*			
17	Original	*			
18	Original	*			
19	Original	*			
20	Original	*			

\* - indicates those pages included with this filing.

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Issued: September 24, 2014

By:

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street, Suite 2430  
Chicago, IL 60601

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below.

- (C)** - To signify a changed regulation
- (D)** - To signify a discontinued rate or regulation
- (I)** - To signify an increase in a rate or charge
- (M)** - To signify material relocated from one page to another without change
- (N)** - To signify a new rate or regulation
- (R)** - To signify a reduced rate or charge
- (S)** - To signify a correction or reissued matter
- (T)** - To signify a change in text but no change in rate or regulation

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Tennessee PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the Tennessee PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross-reference to the current revision number. When new pages 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 page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**

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**APPLICATION OF TARIFF**

This tariff contains the regulations and rates applicable to the furnishing of intrastate facilities-based and resale common telecommunications service by GC Pivotal, LLC d/b/a Global Capacity within the State of Tennessee.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access** - Access to the Company's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

**Access Code** - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

**Authorized User** - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

**Commission** - Refers to the Tennessee Regulatory Authority.

**Company or Carrier** - GC Pivotal, LLC d/b/a Global Capacity, unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

**Equal Access** - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

**Equal Access Code** - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**GC Pivotal** - Used throughout this tariff to refer to GC Pivotal, LLC d/b/a Global Capacity.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Identification Number (PIN)** - See Authorization Code.

**Premise** - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

**Subscriber** - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of GC Pivotal, LLC d/b/a Global Capacity**

GC Pivotal's services and facilities are furnished for communications originating at specified points within the State of Tennessee under terms of this Tariff.

GC Pivotal provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. GC Pivotal 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 GC Pivotal services. The Customer shall be responsible for all charges due for such service arrangement.

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

**2.2 Use**

**2.2.1** Services provided under this Tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** 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, licenses, consents, and permits.

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INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

**2.3 Limitations of Service**

- 2.3.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2** The Company 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 law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

**2.4 Assignment and Transfer**

All facilities provided under this Tariff are directly or indirectly controlled by GC Pivotal and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- 2.5.2** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any claim, loss, or refund as a result of theft or unauthorized use of Authorization Codes issued for the use of the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Billing and Payment for Service****2.6.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Tennessee Regulatory Authority. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

**2.6.2 Deposits**

The Company does not require or collect deposits from its Customers.

**2.6.3 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated non-recurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest.

INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.4 Late Payment Fees**

A late payment charge will apply only in the event the Customer is past due on any billed balance greater than \$20.00. A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Tennessee state law.

**2.6.5 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity and pursuant to Tennessee law and Tennessee Regulatory Authority regulations.

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

**2.6 Billing and Payment for Service, (Cont'd.)**

**2.6.6 Billing Dispute**

- .1 Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the date printed on the invoice or statement issued to the Customer. Disputes must be submitted in writing. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- .2 Late payment fees will not be applied during the period when a bill is disputed regardless of the outcome of the dispute.
- .3 Customers may contact the Company's business office at the following toll free number: 866-226-4244.
- .4 If the Customer is not satisfied with the resolution of bill disputes or other problems, the Customer can appeal to the Commission for final resolution of the problem.

Consumers Utility Counsel  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243

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

**2.7 Taxes and Fees**

- 2.7.1** All federal, state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- 2.7.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.7.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Refunds or Credits for Service Outages or Deficiencies****2.8.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 2 hours in duration. Credit for outages greater than 2 hours in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

**2.8.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Cancellation or Termination of Service by Customer**

Customers may cancel service in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

**2.10 Refusal or Discontinuance by Company**

**2.10.1** Service may be suspended by the Company, without notice to the Customer, when the Company deems it necessary to take such action to prevent unlawful use of its service. GC Pivotal will restore services as soon as it can be provided without undue risk, and will, upon request by the Customer, assign new authorization codes to replace ones that have been deactivated.

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180 North LaSalle Street, Suite 2430  
Chicago, IL 60601

Effective:



INTEREXCHANGE TELECOMMUNICATIONS TARIFF

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

**2.10 Refusal or Discontinuance by Company, (Cont'd.)**

**2.10.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days notice to comply with any rule or remedy any deficiency:

- A.** For nonpayment of undisputed charges, provided that suspension or termination of service shall not be made without five (5) working days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- B.** For non-compliance with or violation of any State, Municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- C.** For use of telephone service for any purpose other than that described in the application.
- D.** For neglect or refusal to provide reasonable access to GC Pivotal or its agents for the purpose of inspection and maintenance of equipment owned by GC Pivotal or its agents.
- E.** With five (5) working days written notice for noncompliance with or violation of Commission regulation or GC Pivotal's rules and regulations on file with the Commission.
- F.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect GC Pivotal's equipment or service to others.

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

**2.10 Refusal or Discontinuance by Company, (Cont'd.)**

**2.10.2 (Cont'd.)**

- G.** Without notice in the event of tampering with the equipment or services owned by GC Pivotal or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, GC Pivotal may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.12 Interconnection**

Service furnished by GC Pivotal may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with GC Pivotal's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.13 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of GC Pivotal's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES**

**3.1 General**

GC Pivotal provides long distance service for communications originating and terminating within the State of Tennessee. The Company's services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Customers reselling or rebilling telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Tennessee Regulatory Authority.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

Billing for calls placed over the GC Pivotal network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two-way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** The initial and additional billing increments are stated in the description of each service.
- 3.2.4** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.3 Rate Periods**

The Company does not bill Customers based on time of day.

**3.4 Holidays**

The Company does not offer Holiday rates.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.5 Mileage Calculation**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Subscriber or Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

**Step 1** Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

**Step 2** Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

**Step 3** Square the differences obtained in Step 2.

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

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

**Step 6** Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**Formula:**

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.6 Miscellaneous Rates and Charges****3.6.1 Public Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access The Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the A#@ symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call

\$0.47

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.7 Direct Dial Non-Local Calling Service**

Direct Dial Non-Local Calling Service provides for the origination, transmission, and completion of calls originated at a Customer location, directly dialed by an End User without dialing "0" or a carrier access code, and transmitted initially over an Access Line at the Customer location. Customers of this service must subscribe to the Company's Network Access Line service offered in the Company's local exchange services tariff. Calls are billed in one (1) minute increments, with a fraction of a minute charged as a full minute.

**3.7.1 Rates**

Mileage Band	Day		Evening		Night/Weekend	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
0-22	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000	\$0.0000
23+	\$0.1090	\$0.1090	\$0.0890	\$0.0890	\$0.0890	\$0.0890

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**SECTION 4 - CONTRACTS AND PROMOTIONS**

**4.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed three (3) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**4.2 Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Commission will be provided seven (7) days advance notice of a promotional offering.

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**COMPETITIVE LOCAL EXCHANGE TARIFF**

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**TENNESSEE**

**COMPETITIVE LOCAL EXCHANGE TELECOMMUNICATIONS TARIFF**

**FOR**

**GC Pivotal, LLC d/b/a Global Capacity**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of competitive local telecommunication services GC Pivotal, LLC d/b/a Global Capacity ("GC Pivotal") with principal offices located at 180 North LaSalle Street, Suite 2430, Chicago, Illinois 60601. This Tariff applies for services furnished within the State of Tennessee. This Tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected, during normal business hours, at the Company principal place of business.

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## COMPETITIVE LOCAL EXCHANGE TARIFF

**CHECK SHEET**

Pages of this Tariff, as listed below, are effective as of the date shown at the bottom of the respective pages. 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.

<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>		<b>PAGE</b>	<b>REVISION</b>	
1	Original	*	26	Original	*	51	Original	*
2	Original	*	27	Original	*	52	Original	*
3	Original	*	28	Original	*	53	Original	*
4	Original	*	29	Original	*	54	Original	*
5	Original	*	30	Original	*	55	Original	*
6	Original	*	31	Original	*	56	Original	*
7	Original	*	32	Original	*	57	Original	*
8	Original	*	33	Original	*	58	Original	*
9	Original	*	34	Original	*	59	Original	*
10	Original	*	35	Original	*	60	Original	*
11	Original	*	36	Original	*	61	Original	*
12	Original	*	37	Original	*	62	Original	*
13	Original	*	38	Original	*	63	Original	*
14	Original	*	39	Original	*	64	Original	*
15	Original	*	40	Original	*	65	Original	*
16	Original	*	41	Original	*			
17	Original	*	42	Original	*			
18	Original	*	43	Original	*			
19	Original	*	44	Original	*			
20	Original	*	45	Original	*			
21	Original	*	46	Original	*			
22	Original	*	47	Original	*			
23	Original	*	48	Original	*			
24	Original	*	49	Original	*			
25	Original	*	50	Original	*			

\* - indicates those pages included with this filing

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## COMPETITIVE LOCAL EXCHANGE TARIFF

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**CHECK SHEET, CONT'D.**

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66	Original	*
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77	Original	*
78	Original	*
79	Original	*
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81	Original	*
82	Original	*
83	Original	*
84	Original	*
85	Original	*
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## COMPETITIVE LOCAL EXCHANGE TARIFF

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**TARIFF FORMAT**

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in Tariffs.
- 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1.A.1.(a).1.(i)(1)
- D. Check Sheet** - When a Tariff filing is made with the Commission, an undated 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 pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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**EXPLANATION OF SYMBOLS**

Changes to this Tariff shall be identified on the revised page(s) through the use of symbols. The following symbols are used for the purposes indicated below.

- (C) - To signify a changed regulation
- (D) - To signify a discontinued rate or regulation
- (I) - To signify an increase in a rate or charge
- (M) - To signify material relocated from one page to another without change
- (N) - To signify a new rate or regulation
- (R) - To signify a reduced rate or charge
- (S) - To signify a correction or reissued matter
- (T) - To signify a change in text but no change in rate or regulation

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**COMPETITIVE LOCAL EXCHANGE TARIFF**

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**APPLICATION OF TARIFF**

This Tariff contains the regulations, rates and charges applicable to the provision of competitive local telecommunications services by GC Pivotal, LLC d/b/a Global Capacity for the use of Customers in transmitting messages within the State of Tennessee, subject to the jurisdiction of the Tennessee Regulatory Authority ("Commission"). Services include, but are not limited to facilities-based and resold data services within the State of Tennessee. GC Pivotal's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff.

The rates and regulations contained in this Tariff apply only to the services furnished by GC Pivotal and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.

This Tariff is on file with the Tennessee Regulatory Authority. In addition, this Tariff is available for review at the main office of GC Pivotal, LLC d/b/a Global Capacity at 180 North LaSalle Street, Suite 2430, Chicago, Illinois 60601.

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COMPETITIVE LOCAL EXCHANGE TARIFF

---

**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS**

**Advance Payment** Payment of all or part of a charge required before the start of service.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable Carrier to identify the origin of service of the Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Customer shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

**Authorized User** - A person, corporation or other entity who is authorized by the Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

**Automatic Numbering Identification (ANI)** - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

**Carrier** - GC Pivotal, LLC d/b/a Global Capacity, the issuer of this Tariff.

**Commission** - The Tennessee Regulatory Authority.

**Common Carrier** - An authorized company or entity providing telecommunications services to the public.

**Company** - GC Pivotal, LLC d/b/a Global Capacity, the issuer of this Tariff.

**Customer** - The person, firm or corporation that orders service and is responsible for the payment of charges and compliance with the terms and conditions of this Tariff.

**Customer Premises** - A location designated by the Customer for the purposes of connecting to the Company's services.

**Customer Terminal Equipment** - Terminal equipment provided by the Customer.

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COMPETITIVE LOCAL EXCHANGE TARIFF

---

**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT' D.**

**Deposit** - Refers to a cash or equivalent of cash security held as a guarantee for payment of the charges.

**End Office** - The LEC switching system office or serving wire center where Customer station loops are terminated for purposes of interconnection to each other and/or to trunks.

**Equal Access** - A form of dialed access provided by local exchange companies whereby interexchange calls dialed by the Customer are automatically routed to the Company network. Presubscribed Customers may also route interexchange calls to the Company network by dialing an access code supplied by the Company.

**Exchange Telephone Company or Telephone Company** - Denotes any individual, partnership, association, joint-stock company, trust, or corporation authorized by the appropriate regulatory bodies to engage in providing public switched communication service throughout an exchange area, and between exchange areas within the LATA.

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

**Interruption** - The inability to complete calls due to equipment malfunctions or human errors. Interruption shall not include, and no allowance shall be given for service difficulties such as circuits busy or other network and/or switching capability shortages. Nor shall Interruption include the failure of any service or facilities provided by a common carrier or other entity other than the Carrier. Any Interruption allowance provided within this Tariff by Carrier shall not apply where service is interrupted by the negligence or willful act of the Customer, or where the Carrier, pursuant to the terms of this Tariff, terminates service because of non-payment of bills, unlawful or improper use of the Carrier's facilities or service, or any other reason covered by this Tariff or by applicable law.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT' D.**

**Joint User** - A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

**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; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor Tariff(s).

**LEC** - Local Exchange Company refers to the dominant, monopoly local telephone company in the area also served by the Company.

**Local Calling** - A completed call or telephonic communication between a calling Station and any other Station within the local service area of the Calling Station.

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

**MOU** - Minutes of Use.

**NECA** - National Exchange Carriers Association.

**Non-Recurring Charge ("NRC")** - The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**PIN** - Personal Identification Number. See Authorization Code.

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COMPETITIVE LOCAL EXCHANGE TARIFF

---

**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT' D.**

**Point of Presence ("POP")** - Point of Presence.

**Premises** - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

**Service** - Any means of service offered herein or any combination thereof.

**Service Commencement Date** - The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service order or this Tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

**Service Order** - The written or verbal request for Company services by the Customer and the Company in the format devised by the Company. A Service Order initiates the respective obligations of the parties as set forth therein and pursuant to this Tariff.

**Services** - The Company telecommunications services offered on the Company network.

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**SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS, CONT' D.**

**Station** - The network control signaling unit and any other equipment provided at the Customer premises that enables the Customer to establish communications connections and to effect communications through such connections.

**Subscriber** - The person, firm, partnership, corporation, or other entity who orders telecommunications service from the Company. Service may be ordered by, or on behalf of, those who own, lease or otherwise manage the pay telephone, PBX, or other switch vehicle from which an End User places a call utilizing the services of the Company.

**Terminal Equipment** - Any telecommunications equipment other than the transmission or receiving equipment installed at a Company location.

**Usage Charges** - Charges for minutes or messages traversing over local exchange facilities.

**User or End User** - A Customer, Joint User, or any other person authorized by a Customer to use service provided under this Tariff.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Scope**

Service is furnished for telecommunications originating and terminating within the State of Tennessee under the terms and conditions of this Tariff.

GC Pivotal offers basic local exchange services through the use of leased facilities and on a resale basis.

Carrier's services are available for use twenty-four hours per day, seven days per week.

**2.1.2 Use of Services**

- A.** Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- B.** The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- C.** The Carrier does not transmit messages pursuant to this Tariff, but its services may be used for that purpose.
- D.** The Carrier's services may be canceled for nonpayment of uncontested bill charges or for other violations of this Tariff.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.3 Shortage of Equipment or Facilities**

- A.** The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B.** The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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180 North LaSalle Street, Suite 2430  
Chicago, Illinois 60601



COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.1 Undertaking of the Company, Cont' d.****2.1.4 Terms and Conditions**

- A.** Service is provided on the basis of a minimum period of at least one month, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have 30 days.
- B.** Customers may be required to enter into written service orders that shall contain or reference 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.
- C.** Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:
  - .1 the Customer is using the service in violation of this Tariff; or
  - .2 the Customer is using the service in violation of the law.
- E.** This Tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for its choice of laws provision.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.4 Terms and Conditions, Cont'd.**

- F.** Any other local exchange carrier may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G.** To the extent that either the Company or any other local exchange carrier exercises control over available cable pairs, conduit, duct space, raceways, or other facilities needed by the other to reach a person or entity, the party exercising such control shall make them available to the other on terms equivalent to those under which the Company makes similar facilities under its control available to its Customers. At the reasonable request of either party, the Company and the other local exchange carrier shall jointly attempt to obtain from the owner of the property access for the other party to serve a person or entity.
- H.** The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability**

- A. Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services, functions, and products the Company furnishes are subject to the terms, conditions, and limitations specified in this Tariff and to such particular terms, conditions, and limitations as set forth in the special rules and regulations applicable to the particular services, functions, and products furnished under this Tariff. These limitations shall not limit any right the Company may have to be indemnified, defended, or held harmless against any amounts payable to a third person, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorney's fees), and consequential damages of such third persons.
- B. The liability of the Company for damages arising directly or indirectly out of the furnishing of these services, functions, or products, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, functions, or products or arising out of the failure to furnish the service, function, or product, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer or Authorized User and the sole liability of the Company. The Company will not be liable for any indirect, special, consequential, exemplary or punitive damages a Customer may suffer, including lost business, revenues, profits, or other economic loss, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents, whether or not foreseeable, and regardless of notification by any party of the possibility of such damages.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.**

- C.** The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and 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 any civil or military authority, national emergencies, insurrections, riots, wars, unavailability of rights-of-way or materials, or strikes, lock-outs, work stoppages, or other labor difficulties.
- D.** The Company shall not be liable for any act or omission by any entity furnishing to the Company or to the Company's Customers services or equipment used for or with the services the Company offers.
- E.** 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 services or equipment.
- F.** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G.** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.5 Limitations of Liability, Cont'd.**

- H.** The Company is not liable for any defacement of or damage to the premises of a Customer or end-user (or Authorized User) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof.
- I.** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays.
- J.** The Company shall not be liable for any damages whatsoever to persons or property resulting from the installation, maintenance, repair or removal of equipment and associated wiring.
- K.** The Company shall not be liable for any damages whatsoever associated with service, facilities, products, or equipment which the Company does not furnish or for any act or omission of the Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with a service.
- L.** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".
- M.** The Company makes no warranties or representations, express or implied either in fact or by operation of law, statutory or otherwise, including warranties or merchantability and fitness for a particular use, except those expressly set forth herein.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.1 Undertaking of the Company, Cont'd.****2.1.5 Limitations of Liability, Cont'd.**

- N. The Customer and any Authorized Users, jointly and severally, shall indemnify and hold the Company harmless from claims, loss, damage, expense (including attorneys fees and court costs), or liability for patent or trademark infringement or other infringement of intellectual property rights arising from (1) combining (or using in connection) Company-provided services and equipment with any facilities, services, functions, or products provided by the Customer or Authorized User or (2) use of services, functions, or products the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys fees and court costs), or liability arising out of any commission or omission by the Customer or Authorized User in connection with the service, function, or product. In the event that any such infringing use is enjoined, the Customer or Authorized User at its expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer or Authorized User shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such infringement, damages, or other claims.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.5 Limitations of Liability, Cont'd.**

- O.** The Customer releases, indemnifies and holds harmless the Company from any and all loss, claims, demands, suits or other action or any liability whether suffered, made instituted or asserted by the Customer or by any other person, caused or claimed to have been caused directly or indirectly by the publication of a nonpublished telephone number or the disclosure or nondisclosure of said number to any person. If any action of the Company results in the publication of the unauthorized disclosure of a nonpublished number, the Company will, at the Customer's request, change the number without charge and refund any nonpublished number charges for the period of time during which the number was disclosed. For the purposes of this Tariff, nonpublished information is defined to include the name, address and telephone number of nonpublished Customers.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.1 Undertaking of the Company, Cont'd.****2.1.6 Notification of Service-Affecting Activities**

- A.** The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.
- B.** Any notice the Company may give to a Customer shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Customer's billing address. Any notice the Customer may give the Company shall be deemed properly given when delivered, if delivered in person, or when deposited with the U.S. Postal Service, postage prepaid, addressed to the Company at the address provided in the most recently revised Tariff pages.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.1 Undertaking of the Company, Cont'd.**

**2.1.7 Limitation of Service**

- A.** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this Tariff.
- B.** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when service is used in violation of provisions of this Tariff or the law.
- C.** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this Tariff, shall not be liable for errors in transmission or for failure to establish connections.
- D.** The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities, services or equipment and is limited to the capacity of the Company's services and equipment, as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.2 Prohibited Uses**

- 2.2.1** 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 governmental approvals, authorizations, licenses, consents and permits required to be obtained by the Customer with respect thereto.
- 2.2.2** The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff. The Customer or Authorized User may not assign or transfer in any manner the service or any rights associated with the service without the written consent of the Company.
- 2.2.3** A Customer or Authorized User shall not represent in its advertising, marketing or sales collateral that its services are provided by the Company, or otherwise indicate to its Customers that its provision of services is jointly with the Company, without the written consent of the Company. The relationship between the Company and Customer shall not be that of partners or agents for one or the other, and shall not be deemed to constitute a partnership or agency agreement.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this Tariff;
- B.** damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these rules and regulations; or by fire or theft or other casualty on the Customer Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C.** providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide Communications Services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company, to the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.3 Obligations of the Customer, Cont' d.****2.3.1 General, Cont' d.**

- E.** providing a safe place to work and complying with all laws and rules and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and rules and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.3 Obligations of the Customer, Cont' d.****2.3.2 Liability of the Customer**

- A.** The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B.** To the extent caused by any negligent or intentional act of the Customer as described in (.1), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C.** The Customer shall not assert any claim against any other customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.4 Application for Services**

**2.4.1** A Customer desiring to obtain service may do so based on a written agreement. In order to initiate service, the Customer must provide the following information: an address to which the Company shall mail or deliver all notices and other communications, except that the Customer may also designate a separate address to which the Company's bills for service shall be mailed.

**2.4.2 Cancellation of Application for Service**

Where installation of service has been started prior to the cancellation, a cancellation charge equal to the costs incurred by the Company may apply.

**2.4.3 Cancellation of Service**

The Customer may have service discontinued upon 30 days written notice to the Company. 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 the date that the written cancellation notice is received, whichever is later. A termination liability charge applies to early cancellation of a term agreement.

**2.5 Assignment or Transfer**

**2.5.1** All service provided under this Tariff is directly or indirectly controlled by the Company, and the Customer may not transfer or assign the use of service without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this Tariff and in the Term Agreement and/or other contract between the Company and the Customer shall apply to all such permitted transferees or assignees.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.6 Customer Deposits and Advance Payments**

**2.6.1 Deposits**

The Company does not require or collect deposits from its customers.

**2.6.2 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished. The advance payment will not exceed an amount equal to the non-recurring charge(s) and one month's charges for the service or facility. The advance payment will be credited to the Customer's initial bill. An advance payment may be required in addition to a deposit.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.7 Taxes and Fees**

**2.7.1 General**

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices. The Company will not separately charge for the Tennessee gross receipts tax on the Company's invoice for local services. Any taxes imposed by a local jurisdiction (e.g., county and municipal) will only be recovered from those Customers residing in the affected jurisdictions.

Certain telecommunications services, as defined in the Tennessee Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Tennessee, or both, and are charged to a Subscriber's telephone number or account in Tennessee.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.8 Billing and Payment**

- 2.8.1** The Customer is responsible for payment of all charges for services furnished, including charges for services originated or charges accepted at the Customer's location. Services which are fraudulently obtained without the Customer's involvement will be investigated and the Carrier and the Customer will cooperate in the resolution of such charges. Upon nonpayment of any sum due or upon a violation of any of the conditions governing the furnishing of service, the Carrier may discontinue furnishing said service as provided for in this Tariff.
- 2.8.2** Bills are rendered monthly and are due thirty (30) days from the date of the invoice. Payment is considered delinquent thirty (30) days after the date of the applicable invoice.
- 2.8.3** The Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to the Customer. Nothing in this Section limits the Customer's right as provided by statute to contest charges. Bills are rendered monthly with local exchange service billed in advance of the month service is rendered. Toll charges are billed in arrears.
- 2.8.4 Recurring Monthly Charges**
- A.** Recurring monthly charges will be billed one month in advance of service or in the current month and will reflect the rates in effect as of the date of the invoice.
  - B.** For the purpose of computing partial month's charges, a month is considered to consist of thirty (30) days.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.8 Billing and Payment, Cont' d.****2.8.5 Late Payment Charge**

If any portion of the payment is not received by the Company within 30 days of the date of an invoice, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment charge of 1.5% per month shall be due to the Company. A late payment charge is not applicable to subsequent re-billing of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.

**2.8.6 Bill Dispute**

The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of the date of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennessee Regulatory Authority in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Tennessee Regulatory Authority  
502 Deaderick Street, 4th Floor  
Nashville, TN 37243

**2.8.7 Return Check Charge**

A service charge equal to \$25.00 will be assessed in accordance with Tennessee law for all checks returned by a bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.9 Customer Responsibility**

**2.9.1 Cancellation by Customer**

Customers may cancel service in writing. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Customers that cancel the primary local exchange line will have the entire Account disconnected, including any secondary line and all associated features. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.10 Discontinuance or Interruption of Service by the Carrier**

The Company may discontinue service for the following reasons provided in this Section. Customers will be provided five (5) days written notice prior to discontinuance unless otherwise indicated.

- 2.10.1** Upon nonpayment of any amounts owing to the Company, the Company may discontinue or suspend service without incurring any liability.
- 2.10.2** Upon violation of any of the other material terms or conditions for furnishing service the Company may discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.10.3** Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- 2.10.4** Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.10 Discontinuance or Interruption of Service by the Carrier, (Cont'd.)**

**2.10.5** Without notice in the event of fraudulent use of the Company's network. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.

**2.10.6** Without notice in the event of Customer use of equipment or services in such a manner as to adversely affect the Company's service to others.

**2.10.7** Without notice in the event of tampering with the equipment or services furnished by the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.11 Allowances for Interruptions in Service****2.11.1 General**

A credit allowance will be given when service is interrupted, except as specified in Section 2.11.2, following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.

- A.** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- B.** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- C.** The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.11 Allowances for Interruptions in Service, Cont'd.****2.11.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A.** Due to the negligence of or noncompliance with the provisions of this Tariff by any person or entity other than the Company, including but not limited to the Customer;
- B.** Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C.** Due to circumstances or causes beyond the reasonable control of the Company;
- D.** During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E.** A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company, or utilize another service provider;
- F.** During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G.** That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H.** That was not reported to the Company within thirty (30) days of the date that service was affected.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.11 Allowances for Interruptions in Service, Cont'd.****2.11.3 Interruptions of 24 Hours or Less**

<b>Length of Interruption</b>	<b>Amount of Service To Be Credited</b>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

**2.11.4 Interruptions Over 24 Hours and Less Than 72 Hours**

Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.

**2.11.5 Interruptions Over 72 Hours**

Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days credit will be allowed for any one (1) month period.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.11 Allowances for Interruptions in Service, Cont'd.**

**2.11.6 Use of Another Means of Communication**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.11.7 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit that has been subject to the outage or cumulative service credits.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.12 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this Tariff.

**2.12.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A.** The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company PIN, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B.** A Company PIN is a unique identifier issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the Network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C.** The Customer must give the Company written or oral notice that an unauthorized use of a Company PIN or an accepted credit card has occurred or may occur as a result of loss, and/or theft.
- D.** The Customer is responsible for payment of all charges for services furnished to the Customer or to users authorized by the Customer to use service provided under this Tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the Network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.13 Use of Customer's Service by Others****2.13.1 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this Tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

**2.14 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties to a) any subsidiary, parent company or affiliate of the Company; b) pursuant to any sale or transfer of substantially all the assets of the Company; or c) pursuant to any financing, merger or reorganization of the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.**

**2.15 Service Connections and Equipment on Customer's Premises**

- 2.15.1** The Customer or Authorized User shall allow the Company continuous access and right-of-way to the premises of the Customer or Authorized User to the extent reasonably determined by the Company to be appropriate to the provision and maintenance of services and equipment relating to this Tariff.
- 2.15.2** The Company undertakes to use reasonable efforts to make available services to a Customer, on or before a particular date subject to the provisions of and compliance by the Customer with the rules and regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- 2.15.3** The Company undertakes to use reasonable efforts to maintain only the services and equipment that it furnishes to the Customer. The Customer or Authorized User may not, and may not permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any of the services or equipment installed by the Company, except upon the consent of the Company.
- 2.15.4** Title to all components of the service provided by the Company, including equipment on Customer's Premises or End-User's Premises, shall remain with the Company, unless otherwise specifically agreed with the Customer. The operating personnel, and the electric power consumed by such equipment on the premises of Customer shall be provided by and maintained at the expense of the Customer.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.15 Service Connections and Equipment on Customer's Premises, Cont'd.**

- 2.15.5** The Company shall not be responsible for the installation, operation, or maintenance of any communications equipment provided by the Customer or Authorized User, except as the Company determines is necessary for proper operation in connection with the Company's services and equipment. Where such equipment is connected to the services or equipment furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of services and equipment offered under this Tariff and to the maintenance and operation of such services and equipment; subject to this responsibility the Company shall not be responsible for the transmission or reception of signals by equipment provided by the Customer or Authorized User, or for the quality of, or defects in, such transmission or reception.
- 2.15.6** The Customer shall be responsible for the payment of service charges as set forth herein and for visits by the Company's agents or employees to the premises of the Customer or Authorized User when the service difficulty or trouble report results from the use of services and equipment by the Customer or Authorized User.
- 2.15.7** The Company is responsible for operating Company-provided equipment. In the event that Customer attempts to operate any Company-provided equipment, other than as authorized by the Company, without first obtaining the Company's approval, in addition to any other remedies of the Company for a breach by the Customer of the Customer's obligations hereunder, the Customer shall pay the Company for any damage to the Company-provided equipment caused or related to the Customer's improper operation of the Company-provided equipment upon receipt by the Customer of a Company invoice. In no event shall the Company be liable to the Customer or any other person for interruption of the service or for any other loss, cost or damage caused or related to the Customer's improper use of Company-provided equipment.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.****2.15 Service Connections and Equipment on Customer's Premises, Cont' d.**

**2.15.8** The Customer agrees to allow the Company to remove all Company-provided equipment from Customer's premises:

- A.** upon termination, interruption or suspension of the service in connection with which the equipment was used; and
- B.** for repair, replacement or otherwise as the Company may determine is necessary or desirable.

At the time of such removal, such equipment shall be in the same condition as when delivered to Customer or installed in Customer's premises, normal wear and tear only excepted. The Customer shall reimburse the Company for any loss, cost, or damage beyond normal wear and tear. The Company shall have the right to obtain such reimbursement from the Customer deposit, if any.

**2.15.9** The Customer or Authorized User is responsible for ensuring that any Customer-provided equipment connected to the Company's services and equipment is compatible with such Company services and equipment. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company provided equipment and wiring or injury to the Company's employees or to other persons. The Customer will submit to the Company a complete manufacturer's specification sheet for each item of equipment that is not provided by the Company and which shall be directly attached to the Company's services and equipment. The Company shall approve the use of such item(s) of equipment unless such item is technically incompatible with the Company's services or equipment. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

**2.15.10** Any special interface equipment necessary to achieve compatibility between the services and equipment of the Company used for furnishing services or equipment of others shall be provided at the Customer's expense.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.16 Maintenance and Testing**

**2.16.1** Upon suitable notice, the Company may make such tests, adjustments, and inspections as may be necessary to maintain the Company's services and equipment in satisfactory operating condition.

**2.16.2** Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer or Authorized User is complying with the requirements set forth above for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring, in the connection of Customer-provided facilities and equipment to Company-provided services and equipment. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its services, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice, the Customer must take such action. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its services, equipment, and personnel from harm.

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**SECTION 2 - RULES AND REGULATIONS, CONT'D.****2.17 Nonroutine Installation**

At Customer's request, installation and/or maintenance will be performed by the Company at additional charges for non-routine situations, including but not limited to, outside regular business hours or in hazardous locations. In such cases, charges based on Company customary charges for similar effort and materials will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**2.18 Contracts**

Contracts will be used in special circumstances for Individual Case Basis ("ICB") service offerings. The terms and conditions of each contract offering are subject to the agreement of both the Customer and the Company.

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**SECTION 2 - RULES AND REGULATIONS, CONT' D.**

**2.19 Interconnection of Facilities**

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY TENNESSEE REGULATORY AUTHORITY TO PROVIDE INTRASTATE LOCAL EXCHANGE SERVICES.

- 2.19.1** Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company' s network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Tennessee Regulatory Authority to provide local exchange service; (b) originate and terminate within a local calling area of the Company.
- 2.19.2** Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- 2.19.3** Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.19.4** Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this Tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those Regulations.

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**SECTION 3 - SERVICE AREAS****3.1 Local Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in the exchanges and local calling areas currently served by the following Incumbent LECs:

- 1) BellSouth Telecommunications, Inc. d/b/a AT&T Tennessee – Tennessee

**3.2 Rate Groups**

Charges for local services provided by the Company may be based, in part, on the Rate Group associated with the Customers End Office. The Rate Group is determined by the total access lines and PBX trunks in the local calling area which can be reached from each End Office.

In the event that an Incumbent LEC or the Tennessee Regulatory Authority reclassifies an exchange or End Office from one Rate Group to another, the reclassification will also apply to GC Pivotal. Customers who purchase services under this Tariff. Local calling areas and Rate Group assignments are equivalent to those areas and groups specified in AT&T Tennessee's Tennessee General Exchange Guidebook.

Rate Group	Exchange Access Lines and PBX Trunks In Local Calling Area - Upper Limit
2	up to 42,500
5	42,501 to 100,000
7	100,001 to 250,000
12	250,001 +

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES****4.1 Service Order and Change Charges****4.1.1 General**

Non-recurring charges apply to processing Service Orders for new service and for changes in service.

Line Connection Charge: Applies to requests for establishment of an exchange access line.

Line Change Charge: Applies per line to Customer requested changes on existing service for, but not limited to, number change and suspend/restore.

Secondary Service Charge: Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

**4.1.2 Rates**

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
First line, per request	\$42.50	\$58.25
Additional line, each	\$16.75	\$30.00
Line Change Charge		
First line, per request	\$20.00	\$30.00
Additional line, each	\$10.00	\$12.00
Secondary Service Charge	\$9.95	\$15.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.2 Restoral Charge**

A restoral charge applies each time a service is reconnected after suspension or termination for nonpayment but before cancellation of the service, as deemed in Section 2 of this Tariff.

	<u>Residence</u>	<u>Business</u>
Per occasion	\$50.00	\$50.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.3 Carrier Presubscription****4.3.1 General**

Carrier Presubscription is a procedure whereby a Customer designates to the Company the carrier that the Customer wishes to be the carrier of choice for intraLATA and interLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. Presubscription does not prevent a Customer who has presubscribed to an IntraLATA or InterLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative long distance carrier on a per call basis.

**4.3.2 Presubscription Options** - Customers may select the same carrier or separate carriers for intraLATA and interLATA long distance. The following options for long distance Presubscription are available:

**Option A:** Customer selects the Company as the presubscribed carrier for IntraLATA and InterLATA toll calls subject to presubscription.

**Option B:** Customer may select the Company as the presubscribed carrier for IntraLATA calls subject to presubscription and some other carrier as the presubscribed carrier for interLATA toll calls subject to presubscription.

**Option C:** Customer may select a carrier other than the Company for intraLATA toll calls subject to presubscription and the Company for interLATA toll calls subject to presubscription.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.**

**4.3 Carrier Presubscription, Cont'd.**

**4.3.2 Presubscription Options, Cont'd.**

**Option D:** Customer may select the carrier other than the Company for both intraLATA and interLATA toll calls subject to presubscription

**Option E:** Customer may select two different carriers, neither being the Company for intraLATA and interLATA toll calls. One carrier to be the Customers' primary intraLATA interexchange carrier. The other carrier to be the Customer's primary interLATA interexchange carrier.

**Option F:** Customer may select a carrier other than the Company for no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**4.3.3 Rules and Regulations**

Customers of record will retain their primary interexchange carrier(s) until they request that their dialing arrangements be changed.

Customers of record or new Customers may select either Options A, B, C, D, E or F for intraLATA Presubscription.

Customers may change their selected Option and/or presubscribed toll carrier at any time subject to charges specified in 4.3.5 below:

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.3 Carrier Presubscription, Cont'd.****4.3.4 Presubscription Procedures**

A new Customer will be asked to select intraLATA and interLATA toll carriers at the time the Customer places an order to establish local exchange service with the Company. The Company will process the Customer's order for service. All new Customers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new Customer is unable to make selection at the time the new Customer places an order to establish local exchange service, the Company will read a random listing of all available intraLATA and interLATA carriers to aid the Customer in selection. If selection is still not possible, the Company will inform the Customer that he/she will be given 90 calendar days in which to inform the Company of his/her choice for primary toll carrier(s) free of charge. Until the Customer informs the Company of his/her choice of primary toll carrier, the Customer will not have access to long distance services on a presubscribed basis, but rather will be required to dial a carrier access code to route all toll calls to the carrier(s) of choice. Customers who inform the Company of a choice for toll carrier presubscription within the 90 day period will not be assessed a service charge for the initial Customer request.

Customers of record may initiate a intraLATA or interLATA presubscription change at any time, subject to the charges specified in 4.3.5 below. If a Customer of record inquires of the Company of the carriers available for toll presubscription, the Company will read a random listing of all available intraLATA carriers to aid the Customer in selection.

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT'D.****4.3 Carrier Presubscription, Cont'd.****4.3.5 Presubscription Charges****A. Application of Charges**

After a Customer's initial selection for a presubscribed toll carrier and as detailed in Paragraph 4.3.4 above, for any change thereafter, an Presubscription Change Charge, as set for the below will apply. Customers who request a change in intraLATA and interLATA carriers with the same order will be assessed a single charge per line.

**B. Nonrecurring Charges**

Per business or residence line, trunk, or port	
Initial Line, or Trunk or Port	\$5.00
Additional Line, Trunk or Port	\$5.00

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**SECTION 4 - SERVICE CHARGES AND SURCHARGES, CONT' D.****4.4 Public Telephone Surcharge**

In order to recover Company expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate calls that originate from any pay telephone used to access Company provided services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company provided service and is unrelated to the service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (e.g., using the "#" symbol). The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

Rate Per Call: \$0.47

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**SECTION 5 – LOCAL EXCHANGE SERVICE**

**5.1 Calculation of Distance**

The Company does not provide local exchange service billing based on distance.

**5.2 Rate Periods for Time of Day Sensitive Services**

The Company does not provide local exchange service call rating based on time of day.

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**SECTION 5 – LOCAL EXCHANGE SERVICE****5.3 Flat Rate Residence Local Exchange Service****5.3.1 General**

Flat Rate Residence Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Residence Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**5.3.2 Rates****A. Basic Flat Rate Service**

Customers receive unlimited calling within their local calling area.

<b>RATE GROUP</b>	<b>Rate Per Month</b>
Group 2	\$12.50
Group 5	\$14.30
Group 7	\$14.85
Group 12	\$17.45

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## SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.

## 5.3 Flat Rate Residence Local Exchange Service, (Cont'd.)

## 5.3.2 Rates, (Cont'd.)

## B. Flat Rate Service with Extended Area Service (EAS) Differential

<b>RATE GROUP</b>	<b>Rate Per Month</b>
Group 2A	\$13.05
Group 2B	\$12.85
Group 2C	\$13.40
Group 2D	\$13.40
Group 2E	\$12.80
Group 5A	\$14.85
Group 5B	\$14.95
Group 5C	\$14.65
Group 5D	\$15.20
Group 5E	\$14.90
Group 7A	\$16.05
Group 7B	\$15.40
Group 7C	\$15.70
Group 7D	\$15.20
Group 7E	\$15.75
Group 7F	\$17.80
Group 12A	\$18.00
Group 12B	\$20.45
Group 12C	\$17.80
Group 12D	\$18.35
Group 12E	\$20.80

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**SECTION 5 – LOCAL EXCHANGE SERVICE****5.4 Flat Rate Business Local Exchange Service****5.4.1 General**

Flat Rate Business Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications channel that can be used to place or receive one call at a time.

Local exchange service lines are provided on a single party (individual) basis only. No multi-party lines are provided.

Recurring charges for Flat Rate Business Local Exchange Service are billed monthly in advance. Non-recurring charges for installation or rearrangement of service are billed on the next month's bill immediately following work performed by the Company.

**5.4.2 Rates****A. Basic Flat Rate Service**

Customers receive unlimited calling within their local calling area.

<b>RATE GROUP</b>	<b>Rate Per Month</b>
Group 2	\$24.90
Group 5	\$31.80
Group 7	\$37.30
Group 12	\$48.30

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**SECTION 5 – LOCAL EXCHANGE SERVICE, CONT'D.****5.4 Flat Rate Business Local Exchange Service, (Cont'd.)****5.4.2 Rates, Cont'd.)****B. Flat Rate Service with Extended Area Service (EAS) Differential**

<b>RATE GROUP</b>	<b>Rate Per Month</b>
Group 2A	\$26.00
Group 2B	\$25.55
Group 2C	\$26.65
Group 2D	\$26.70
Group 2E	\$25.50
Group 5A	\$32.90
Group 5B	\$33.10
Group 5C	\$32.45
Group 5D	\$33.55
Group 5E	\$33.15
Group 7A	\$42.85
Group 7B	\$38.40
Group 7C	\$39.00
Group 7D	\$37.95
Group 7E	\$39.05
Group 7F	\$39.90
Group 12A	\$49.40
Group 12B	\$49.40
Group 12C	\$48.95
Group 12D	\$50.05
Group 12E	\$50.05

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**SECTION 6 – SUPPLEMENTAL SERVICES****6.1 Custom Calling Features**

The features in this section are made available to residential and business Customers. All features are provided subject to availability. Features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**6.1.1 Feature Descriptions**

Call Forwarding Variable – Automatically routes incoming calls to a predetermined telephone number

Call Forwarding Don't Answer – Automatically routes incoming calls to a predetermined telephone number when the called line does not answer within a pre-specified number of rings.

Call Forwarding Busy Line – Automatically routes incoming calls to a predetermined telephone number when the called line is busy.

Call Waiting – Signals the Customer with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

Three-Way Calling – Allows the Customer to add a third party to an existing conversation.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.1 Custom Calling Features, Cont'd.**

**6.1.1 Description of Features, Cont'd.**

Speed Calling 8– Allows the Customer to dial an abbreviated code to originate a call to any of 8 programmed telephone numbers.

Speed Calling 30– Allows the Customer to dial an abbreviated code to originate a call to any of 30 programmed telephone numbers.

Call Return – Automatically redials the last incoming call.

Repeat Dialing – Automatically redials a busy number for up to 30 minutes until line is available.

Caller ID - Basic – Provides for the display of the calling party telephone number on Caller ID compatible customer premises equipment.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.1 Custom Calling Features, (Cont'd.)**

**6.1.1 Description of Features, (Cont'd.)**

Distinctive Ring – Provides the Customer with separate telephone numbers, each with a distinctive ring, associated with one line.

Anonymous Call Rejection - Allows Customers to automatically reject incoming calls when the call originates from a telephone number which has invoked a blocking feature that prevents the delivery of their number to the called party.

Calling Number Delivery Blocking - Enables Customers to prevent the transmission of their Directory Number and/or Directory Name, on outgoing calls.

Call Trace – Allows the Customer to dial a Call Trace activation code to initiate a trace of the last incoming call without obtaining prior legal authorization or assistance from the Company. The results of a completed trace will be recorded in the Central Office and will be made available only to law enforcement agencies, as directed by the Customers.

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## SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.

## 6.1 Custom Calling Features, (Cont'd.)

## 6.1.2 Rates and Charges

## A. Features Offered on Monthly Basis

The following optional calling features are offered to Customers on a monthly basis. Customers are allowed unlimited use of each feature. No usage sensitive charges apply. Multiline Customers must order the appropriate number of features based on the number of lines which will have access to the feature.

Custom Calling Feature	Monthly	
	Residence	Business
Call Forwarding Variable	\$4.00	\$5.50
Call Forwarding – Don't Answer	\$1.00	\$4.00
Call Forwarding – Busy Line	\$1.00	\$4.00
Call Waiting	\$5.50	\$7.00
Three-way Calling	\$5.00	\$6.00
Speed Calling 8	\$4.00	\$6.00
Speed Calling 30	\$4.50	\$6.50
Call Return	\$5.00	\$6.50
Repeat Dialing	\$4.000	\$6.00
Caller ID	\$7.00	\$11.00
Distinctive Ring I	\$5.00	\$10.00
Distinctive Ring II	\$7.00	\$12.00
Anonymous Call Rejection	\$3.00	\$4.00
Calling Number Delivery Blocking	\$0.00	\$0.00

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.1 Custom Calling Features, Cont'd.****6.1.2 Rates and Charges, Cont'd.****B. Features Offered on a Usage Sensitive Basis**

The following features are available to all local exchange Customers where facilities and services permit. Customers may utilize each feature by dialing the appropriate access code. The Customer will be billed a per use charge each time the feature is used by the Customer. Customers may choose to subscribe to these features on a monthly basis to obtain unlimited use of these features for a fixed monthly charge.

<b>Custom Calling Feature</b>	<b>Per Use</b>	
	<u>Residence</u>	<u>Business</u>
3-Way Calling	\$0.90	\$0.90
Repeat Dialing	\$0.90	\$0.90
Call Return	\$0.90	\$0.90
Calling Number Delivery Blocking	\$0.00	\$0.00
Call Trace	\$4.00	\$7.00

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.2 Directory Assistance Services****6.2.1 Local Directory Assistance****A. General**

A Customer may obtain Directory Assistance in determining telephone numbers by calling the Directory Assistance operator. The Customer may request a maximum of two (2) telephone numbers per call to Directory Assistance service without additional charges.

**B. Regulations**

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator except as follows:

- .1 Requests for telephone numbers of non-published service.
- .2 Requests in which the Directory Assistance operator provides an incorrect number provided that the calling party reports the wrong number to the Company.
- .3 Requests for telephone numbers that were omitted from the alphabetical directory as a result of Company error.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.2 Directory Assistance Services, Cont'd.**

**6.2.1 Local Directory Assistance, Cont'd.**

**C. Rates**

Unless one of the exceptions listed above applies, the charges as shown below apply for each request made to the Directory Assistance operator:

Per Call:	\$1.25
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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.2 Directory Assistance Services, Cont'd.**

**6.2.2 Local Call Completion**

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number. Call Completion is only available where facilities permit.

There are no allowances for Directory Assistance Call Completion.

Local, Per Call:	\$0.35
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## SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.

**6.3 Operator Service****6.3.1 General**

Company operator services, available to presubscribed Customers, are accessible on a twenty-four (24) hour per day seven (7) days per week basis. In addition to the per call service charge, usage rates apply. The types of calls handled are as follows:

Customer Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number where the capability exists for the Customer to do so. A separate rate applies in the event operator assistance is requested for entering the Customer's card number for billing purposes.

Operator Dialed Calling/Credit Card Call - This charge applies in addition to usage charges for station to station calls billed to an authorized telephone Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.

Operator Station - These charges apply in addition to usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed Collect, to a Third Party, or via some method other than a Calling Card or Commercial Credit Card.

Person-to-Person - This charge applies in addition to usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to a Calling Card, Commercial Credit Card, Collect or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.3 Operator Service, Cont'd.****6.3.2 Rates**Local and IntraLATA Usage Charges

Usage charges will be billed at the rate in effect for the presubscribed service purchased by the Customer. See Section 3 of this Tariff.

Local and intraLATA Per Call Service Charges

Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$2.50
Collect	\$2.50
Third Party Billed	\$2.50
Person-to-Person	\$5.00
Operator Dialed Surcharge	\$1.25

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.4 Busy Line Verification and Interrupt Service**

Upon request of a calling party the Company will verify a busy condition on a designated local service line. The operator will determine if the line is clear or in use and report to the calling party. At the request of the Customer, the operator will interrupt the call on the busy line. Emergency Interruption is only permitted in cases where the calling party indicates an emergency exists and requests interruption.

A Verification Charge will apply when:

- a. The operator verifies that the line is busy with a call in progress, or
- b. The operator verifies that the line is available for incoming calls.

Both a Verification Charge and an Emergency Interrupt Charge will apply when the operator verifies that a called number is busy with a call in progress and the Customer requests interruption. The operator will interrupt the call advising the called party of the name of the calling party and the called party will determine whether to accept the interrupt call. Charges will apply whether or not the called party accepts the interruption.

No charge will apply when the calling party advises that the call is to or from an official public emergency agency. Busy Verification and Emergency Interrupt Service is furnished where and to the extent that facilities permit.

The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

**6.4.1 Rates**

Busy Verification Charge, each request:	\$6.45
Emergency Interrupt Charge, each request:	\$6.45

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service****6.5.1 General Terms and Conditions**

- A.** The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.
- B.** The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing, or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- C.** The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.5 Directory Listing Service, Cont'd.**

**6.5.1 General Terms and Conditions, Cont'd.**

- D.** Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- E.** In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- F.** Rates and regulations for listing service are applicable only to listings in the alphabetical directories.
- G.** Directory listings are limited to such information as is essential to the identification of the listed party. The listing of a service, commodity, or trade name is not permitted unless it is the name, or an integral part of the name, under which the Customer does business.
- H.** A listing is limited to one line in the directory, except where in the judgment of the Company, more than one line is required to identify the Customer properly. In such cases, the additional lines required are provided at no extra charge.
- I.** Listing services are available with all classes of main telephone exchange service.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service, Cont'd.****6.5.2 Listings****A. Primary Listing**

One listing, termed the initial listing is included with each Customer's service, and with the initial line of a line hunting group.

**B. Additional Listings**

At a charge, additional listings may be included in the alphabetical directory and on directory assistance records, or appear on directory assistance records only. The monthly rate for additional listings apply when the listings appear in Directory Assistance records in accordance with the date requested by the Customer.

If an additional listing is ordered discontinued by the Customer after the closing of the directory, the monthly rate continues through that issue of the directory and up to the date for rates to be effective for the next directory. If the additional listing is ordered discontinued before the closing date of the directory in which it would first appear the monthly rate continues only to the date of cancellation by the Customer, with a minimum service period of one month.

**C. Foreign Listing**

Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific local exchange carrier providing the Foreign Listing.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service, Cont'd.****6.5.2 Listings, Cont'd.****D. Nonpublished Service**

Nonpublished service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company Directory Assistance Records. However, such information may be displayed on a call-by-call basis at Public Safety Answering Point locations where Enhanced Universal Emergency Number service is provided (E911).

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to some. If, in error, the telephone number is published in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-published service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.**

**6.5 Directory Listing Service, Cont'd.**

**6.5.2 Listings, Cont'd.**

**E. Nondirectory Listed Service**

Nondirectory listed service means that the Customer's telephone number is not listed in the directory, but does it appear in the Company Directory Assistance Records.

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to some. If, in error, the telephone number is listed in the directory, the only obligation of the Company is to credit or refund any monthly charges the Customer paid for non-listed service.

The subscriber indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and save the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a nondirectory listed service or the disclosing of said number to any person.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.5 Directory Listing Service, Cont'd.****6.5.3 Rates**Monthly Recurring Charges

	<u>Residence</u>	<u>Business</u>
Additional Listing, per listing:	\$0.95	\$2.10
Non-published Service, per listing:	\$3.50	\$3.50
Non-directory Listed Service, per listing:	\$0.00	\$0.00

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.6 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll charges placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

TDD: The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and night/weekend rate during the evening rate period.

TRS: The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 25% of the applicable rate.

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.7 N11 Services**

N11 Services provides Customers with the ability to receive special services through GC PIVOTAL by dialing a three-digit number

**6.7.1 Directory Services (411)**

Directory Services allows a customer to obtain the listed telephone number for a given name and address by dialing 411. Rates for this service are specified in Section 6.2 of this Tariff.

**6.7.2 Telecommunications Relay Services (711)**

Tennessee Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech impaired persons who use a Text Telephone ("TT") or similar device to communicate freely with the hearing population not using TT's and visa versa. The Company will provide access to TRS through arrangements with other telecommunications carriers to enable Customers to access the TRS state provider to complete TRS Calls. Hearing callers who wish to reach people who are deaf, hard of hearing or speech disabled may call 1-200-255-0056. In addition, effective November 2, 2001, Tennessee TRS users may dial 711 from inside Tennessee. To place relay calls. There is no charge for placing 711 call.

Access to 711 is not available to the following classes of service:

1. Hotel/Motel/Hospital Service (toll call only)
2. 1+
3. 0+, 0-, (Credit Card, Third-Party Billing, Collect Calls)
4. Inmate Service
5. 101XXXX
6. Cellular - Type 2A

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**SECTION 6 – SUPPLEMENTAL SERVICES, CONT'D.****6.7 N11 Services, Cont'd.****6.7.2 Telecommunications Relay Services (711), Cont'd.**

In addition, operator assisted calls to the 711 will not be completed.

The TRS entity is responsible for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claims of liable and slander.

The TRS entity shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via 711. If requested by the Company, the TRS entity shall assist the Company in responding to complaints made to the Company concerning the 711 dialing code.

In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the TRS entity.

**6.7.3 911 and E911 Services**

Emergency Services (Enhanced 911) allow Customers to reach appropriate emergency services, including: police, fire and hospital medical services. Enhanced 911 Service has the ability to selectively route an emergency call to the primary 911 provider so that it reaches the correct emergency service located closest to the Caller. In addition, Enhanced 911 Service enables the Customer's address and telephone information to be displayed to the person handling the 911 Call. The Company will provide access to 911 and E911 services either directly or through arrangements with other telecommunications carriers.

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**SECTION 7 – TOLL SERVICES**

**7.1 General**

Rates and regulations for the Toll Services offered by the Company may be found in the Company's Tennessee Tariff No. 1.

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**SECTION 8 – SPECIAL ARRANGEMENTS**

**8.1 Special Construction**

**8.1.1 Basis for Charges**

Basis for Charges where the Company furnishes a facility or service for which a rate or charge is not specified in Company Tariffs, charges will be based on the costs incurred by the Company (including return) and may include:

- a) nonrecurring charges;
- b) recurring charges;
- c) termination liabilities; or
- d) combinations of (a), (b), and (c).

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**SECTION 8 – SPECIAL ARRANGEMENTS, CONT'D.****8.1 Special Construction, (Cont'd.)****8.1.2 Basis for Cost Computation**

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A.** Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
  - .1 equipment and materials provided or used;
  - .2 engineering, labor, and supervision;
  - .3 transportation; and
  - .4 rights of way and/or any required easements.
- B.** Cost of maintenance.
- C.** Depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage.
- D.** Administration, taxes, and uncollectible revenue on the basis of reasonable average cost for these items.
- E.** License preparation, processing, and related fees.
- F.** Tariff preparation, processing and related fees.
- G.** Any other identifiable costs related to the facilities provided; or
- H.** An amount for return and contingencies.

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**SECTION 8 – SPECIAL ARRANGEMENTS, CONT'D.****8.1 Special Construction, (Cont'd.)****8.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of a Customer.

- A.** The period on which the termination liability is based is the estimated service life of the facilities provided.
- B.** The amount of the maximum termination liability is equal to the estimated amounts (including return) for:
  - .1 Costs to install the facilities to be provided including estimated costs for the rearrangements of existing facilities. These costs include:
    - (a.) equipment and materials provided or used;
    - (b.) engineering, labor, and supervision;
    - (c.) transportation; and
    - (d.) rights of way and/or any required easements;
  - .2 license preparation, processing, and related fees;
  - .3 tariff preparation, processing and related fees;
  - .4 cost of removal and restoration, where appropriate; and
  - .5 any other identifiable costs related to the specially constructed or rearranged facilities.
- C.** The termination liability method for calculating the unpaid balance of a term obligation is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3.B preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3.B preceding shall be adjusted to reflect the redetermined estimated net salvage, including any reuse of the facilities provided. This amount shall be adjusted to reflect applicable taxes.

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COMPETITIVE LOCAL EXCHANGE TARIFF

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**SECTION 8 – SPECIAL ARRANGEMENTS, CONT'D.****8.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside Company regular business hours, or (in sole discretion of the Company and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material, and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

**8.3 Individual Case Basis (ICB) Arrangements**

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer for service which vary from tariffed arrangements. Rates quoted in response to such requests may be different for tariffed service than those specified for such service in the Rate Attachment. ICB rates will be offered to Customers in writing and will be made available to similarly situated Customers. A summary of each ICB contract pricing arrangement offered pursuant to this paragraph will be filed as an addendum to this Tariff within 30 days after the contract is signed by both the Company and the Customer. The following information will be included in the summary:

- a. LATA and type of switch
- b. The V&H distance from the central office to the Customer's premises
- c. Service description
- d. Rates and charges
- e. Quantity of circuits
- f. Length of the agreement.

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Issued Date: September 24, 2014

Effective Date:

By:

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street, Suite 2430  
Chicago, Illinois 60601

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**SECTION 9 - PROMOTIONAL OFFERINGS****9.1 Demonstration of Service**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

**9.2 Special Promotions**

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges. The Company will notify the Tennessee Regulatory Authority five (5) days prior to the effective date of any promotional offering, including the start and stop dates for availability.

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Issued Date: September 24, 2014

Effective Date:

By:

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street, Suite 2430  
Chicago, Illinois 60601



**EXHIBIT G**

**Small and Minority-Owned Telecommunications  
Business Participation Plan**

**GC Pivotal, LLC d/b/a Global Capacity**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS  
BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-112, as amended, GC Pivotal, LLC d/b/a Global Capacity (“Global Capacity”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

#### **I. PURPOSE**

The purpose of §65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Global Capacity is committed to the goals of §65-5-112 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Global Capacity will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Global Capacity will make effort to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Global Capacity of such opportunities. Global Capacity’s representatives intends to contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, Global Capacity will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## **II. DEFINITIONS**

As defined in § 65-5-112.

*Minority-Owned Business.* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion, sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000).

*Small Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

## **III. ADMINISTRATION**

Global Capacity's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Global Capacity's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
Tel: (312) 673-2400  
Fax: (312) 673-2422  
[regulatory@globalcapacity.com](mailto:regulatory@globalcapacity.com)

Applicant intends the Administrator's responsibilities to include:

- (1) Maintaining an updated Plan in full compliance with §65-5-112 and the rules and orders of the Tennessee Regulatory Authority.

- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-112.
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses.
- (8) Providing information and educational activities to persons within Global Capacity and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

In performance of these duties, the Administrator will utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce, Small Business Administration, Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts through which Applicant intends to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned

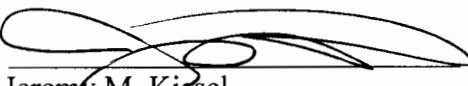
businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

Global Capacity will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Global Capacity will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Global Capacity will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Global Capacity will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

GC Pivotal, LLC d/b/a Global Capacity

By:   
Jeremy M. Kissel  
General Counsel

Dated: 9/22/2017

**EXHIBIT H**

**Notice of Application and Certificate of Service**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

\_\_\_\_\_  
Application of )  
)  
)

**GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY** )

for a Certificate of Public Convenience and )  
Necessity to Provide Resold and Facilities-Based )  
Local Exchange and Interexchange )  
Telecommunications Services in the )  
State of Tennessee )  
\_\_\_\_\_ )

Docket No. \_\_\_\_\_

**NOTICE OF FILING**


TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on 23 Sept., 2014, GC Pivotal, LLC d/b/a Global Capacity filed an Application for a Certificate of Public Convenience and Necessity to Provide Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services in the State of Tennessee.

This 23rd day of Sept., 2014.

GC Pivotal, LLC

By: \_\_\_\_\_

  
Jeremy M. Kissel  
General Counsel



## **EXHIBIT I**

### **Numbering Issues**

Please provide answers to the following questions concerning numbering within your proposed service areas.

1. What is your company's expected demand for NXXs per NPA within a year of approval of your application?

**Not applicable, as Applicant does not intend to provide voice services at this time.**

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

**Not applicable, as Applicant does not intend to provide voice services at this time.**

3. When and in what NPA do you expect to establish your service footprint?

**Not applicable, as Applicant does not intend to provide voice services at this time.**

4. Will the company sequentially assign telephone numbers within NXXs?

**Not applicable, as Applicant does not intend to provide voice services at this time.**

5. What measures does the company intend to take to conserve Tennessee numbering resources?

**Not applicable, as Applicant does not intend to provide voice services at this time.**

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

**Not applicable, as Applicant does not intend to provide voice services at this time.**

## **EXHIBIT J**

### **Tennessee Specific Operational Issues**

Please provide answers to the following questions concerning Tennessee Specific Operational Issues.

1. How does the company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

**Not applicable, as Applicant does not intend to provide voice services at this time.**

2. Is the company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers in the database?

**Yes.**

3. Is your company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in your proposed service areas?

**Yes.**

4. Explain the procedures that will be implemented to assure that your customers will not be billed long distance charges for calls within the metro calling areas.

**Not applicable, as Applicant does not intend to provide voice services at this time.**

5. Please provide the name and telephone number of an employee of your company that will be responsible to work with the TRA on resolving customer complaints.

**John Nannenhorn  
180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
(312) 673-2400 (Phone)  
(312) 673-2422 (Fax)  
[jnannenhorn@globalcapacity.com](mailto:jnannenhorn@globalcapacity.com)**

6. Does the company intend to telemarket its services in Tennessee? If yes, is the company aware of the telemarketing statutes and regulations found in TCA §65-4-401 *et seq.* and Chapter 1220-4-11?

**Applicant is aware of the above-referenced telemarketing status and regulations and will abide by them to the extent it undertakes telemarketing in Tennessee in the future.**

**EXHIBIT K**

**Sworn Pre-Filed Testimony**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

Application of )  
)  
)

**GC PIVOTAL, LLC D/B/A GLOBAL CAPACITY** )

for a Certificate of Public Convenience and )  
Necessity to Provide Resold and Facilities-Based )  
Local Exchange and Interexchange )  
Telecommunications Services in the )  
State of Tennessee )  
)

Docket No. \_\_\_\_\_

**PRE-FILED TESTIMONY OF JEREMY M. KISSEL**

I, Jeremy M. Kissel, do hereby testify as follows in support of the application of GC Pivotal, LLC d/b/a Global Capacity ("Global Capacity") for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee.

**Q: Please state your full name, business address, and position.**

A: My name is Jeremy M. Kissel. My title is General Counsel for Global Capacity. My business address is 180 North LaSalle Street, Suite 2430, Chicago, Illinois 60601.

**Q: Please briefly describe your duties.**

A: I am responsible for various legal and regulatory matters for Global Capacity and its subsidiaries. I preside over all legal and regulatory matters for Global Capacity. In total, I have seven years of experience in the telecommunications industry. I have served in my roles at Global Capacity for the past two years.

**Q: Please describe your business experience and educational background.**

A: I earned my law degree from Nova Southeastern University, a Master of Laws from American University's Washington College of Law, and a Bachelor's Degree from Florida State University. Prior to my current role, I worked for a boutique communications law firm in Washington, D.C. and Chicago, assisting companies with regulatory compliance, commercial transactions, and representing clients before federal government agencies and the United States Congress. While serving as both an Attorney-Advisor in the Policy Division of the Federal Communications Commission's Media Bureau and Acting Legal Advisor to the Chief of the Media Bureau, I was involved in all aspects of regulatory proceedings at the agency. Prior to joining the Federal Communications Commission, I worked in a United States Senate Leadership Office in Washington, D.C. From 2003 to 2006, I was a litigator in Miami, Florida, where I concentrated my practice on insurance defense, insurance coverage, and bad faith matters.

**Q: Are all statements in Global Capacity's application true and correct to the best of your knowledge, information and belief?**

A: Yes.

**Q: Please describe the current corporate structure of Global Capacity.**

A: GC Pivotal, LLC is a Delaware limited liability company and a subsidiary of Pivotal Global Capacity, LLC. The current corporate structure is as described in **Exhibit A** to the above-referenced application..

**Q: Does Global Capacity possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?**

A: Yes.

**Q: Please describe Global Capacity's financial qualifications.**

A: As explained in the Application, Global Capacity possesses the financial qualifications necessary to conduct its telecommunications operations. Financial information for Global Capacity is provided as **Exhibit E**. As shown in the attached information, Global Capacity is financially qualified to operate within the State of Tennessee.

**Q: Please describe Global Capacity's managerial and technical qualifications.**

A: Global Capacity is technically and managerially qualified to provide competitive local exchange and interexchange services in Tennessee. Global Capacity's Tennessee operations will be directed by the Applicant's existing corporate management, technical and operations staff who are responsible for the interexchange and local exchange operations in throughout the country. The senior management of Global Capacity and its subsidiaries has extensive experience in telecommunications service provision, and its highly-qualified technical staff will ensure that Global Capacity's operations will meet high standards for service quality and reliability. A description of the background of Applicant's key personnel, which demonstrates the extensive managerial experience of Global Capacity's management team, is attached hereto as **Exhibit D**.

**Q: What services will Global Capacity offer?**

A: Global Capacity seeks statewide authority to provide facilities-based and resold local exchange telecommunications services in Tennessee. Authority is being requested in order to provide services to MegaPath Corporation customers that Applicant intends to acquire. MegaPath does not provide voice telecommunications services, and as such, Applicant does not intend to provide voice telecommunications at this time. Services provided will primarily be data communications services. Global Capacity will primarily provide services using its own facilities and facilities leased from other carriers. Global Capacity will continuously

monitor and maintain a high level of control over its network on a 24-hours-a-day, 7-days-a-week basis. Global Capacity will abide by all 911 requirements at such time as Global Capacity begins to provide local exchange services.

**Q: Will Global Capacity offer service to all consumers within its service area?**

A: Yes.

**Q: Does Global Capacity plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?**

A: Global Capacity seeks authority to provide local exchange services in all service territories that are open to competition. Global Capacity exchanges will mirror the exchange of the incumbent local exchange carrier in whose service territory Global Capacity will provide service. Global Capacity seeks authority to provide interexchange services statewide.

**Q: Will the granting of a certificate of convenience and necessity to Global Capacity serve the public interest?**

A: Granting this Application will promote the public interest by increasing competition in the provision of telecommunications services in the State of Tennessee. Applicant will provide customers high quality, cost effective telecommunications services, with an emphasis on customer service. In addition to driving prices closer to costs, thereby ensuring just and reasonable rates, competition also promotes efficiency in the delivery of services and in the development of new services. These benefits work to maximize the public interest by providing continuing incentives for carriers to reduce costs while, simultaneously, promoting the availability of potentially desirable services. Global Capacity agrees to adhere to all state laws and all Commission policies, rules and orders.

**Q: Does Global Capacity intend to comply with all TRA rules, statues, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?**

A: Yes.

**Q: Has any state ever denied Global Capacity or one of its affiliates authorization to provide intrastate service?**

A: No.

**Q: Has any state ever revoked the certification of Global Capacity or one of its affiliates?**

A: No.

**Q: Has Global Capacity or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?**

A: No.

**Q: Who is knowledgeable about Global Capacity's operations and will serve as Global Capacity's regulatory and customer service contact?**

A: Regulatory Contact

Jeremy M. Kissel, General Counsel  
180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
Tel: (312) 673-2400  
Fax: (312) 673-2422  
[regulatory@globalcapacity.com](mailto:regulatory@globalcapacity.com)

Customer Service Contact

John Nannenhorn  
180 North LaSalle Street  
Suite 2430  
Chicago, Illinois 60601  
Phone: (312) 673-2400  
Fax: (312) 673-2422  
[jnannenhorn@globalcapacity.com](mailto:jnannenhorn@globalcapacity.com)

**Q: Please explain in detail Global Capacity's proposed procedures for responding to information requests from the TRA and its staff.**

A: Information requests related to this Application should be directed to our counsel set forth in the Application, with a copy to me. Together we will prepare a response and ensure the response is filed promptly and by any deadline set by staff. Following certification,



information requests should be directed to me. I will ensure that the response is filed promptly and by any deadline set by staff.

**Q: Does this conclude your testimony?**

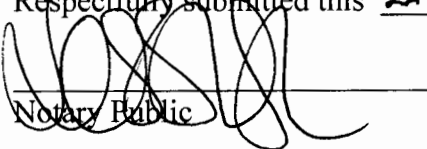
A: Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.

  
\_\_\_\_\_  
Jeremy M. Kissel

General Counsel  
GC Pivotal, LLC d/b/a Global Capacity

Respectfully submitted this 22<sup>nd</sup> day of September, 2014.

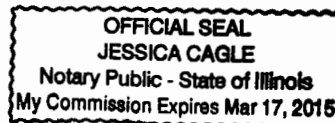
  
\_\_\_\_\_  
Notary Public

State of Illinois

County of Cook

My commission expires

3/17/15



STATE OF ARIZONA

§  
§  
§

COUNTY OF MARICOPA

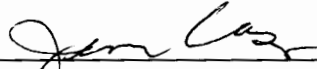
**VERIFICATION**

I, Richard Garner, state that I am Secretary and Treasurer of GC Pivotal, LLC; that I am authorized to make this Verification on behalf of GC Pivotal, LLC; that the foregoing filing was prepared under my direction and supervision; and that the contents are true and correct to the best of my knowledge, information, and belief.



Richard Garner  
Secretary and Treasurer  
GC Pivotal, LLC

Sworn and subscribed before me this 19 day of September, 2014.



Notary Public

My commission expires May 15, 2018

