

Tariff Schedule Applicable to
Point-to-Point Private Line Data Services and Internet Access Services
Telecommunications Services Furnished by
GC PIVOTAL, LLC
Between Points Within the State of Maryland

Issued Date: April 25, 2011

Effective Date:

Richard Garner, Secretary and Treasurer
GC Pivotal, LLC
200 South Wacker Drive, Suite 1650
Chicago, Illinois 60606

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 Page 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.
- C. **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2
 - 2.1
 - 2.1.1
 - 2.1.1.1
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages 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. An asterisk designates all revisions made in a given filing (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain 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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CHECK SHEET

Sheets 1 through 35 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

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1 GENERAL

1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Maryland. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business customers.
- 1.2.3 The Company's service territory is statewide.

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1.3 Definitions

- 1.3.1 "Bit" means the smallest amount of information in the binary system of notation.
- 1.3.2 "Cable Facilities" means a copper, coaxial and/or fiber optic cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of signals to or from the Customer's or User's Premises.
- 1.3.3 "Carrier," "Company" or "Utility" refers to GC Pivotal, LLC.
- 1.3.4 "Circuit" means a communications path of a specific bandwidth or transmission speed between two or more points of termination.
- 1.3.5 "Commission" means the Maryland Public Service Commission.
- 1.3.6 "Completed call" is a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.7 "Customer" means any firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.
- 1.3.8 "Facilities" means all Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.

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- 1.3.9 "Individual Case Basis" means a service arrangement for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined on an Individual Customer Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.
- 1.3.10 "Premises" means a building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.
- 1.3.11 "Private Line Service" means an unswitched full-time transmission service utilizing the Facilities to connect two or more designated Customer or User locations.
- 1.3.12 "Service" means any telecommunications service(s) provided by the Carrier under this tariff.
- 1.3.13 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages.
- 1.3.14 "Terminating Facilities" means all equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This equipment may include electronic equipment, cable, wiring, connecting panels and blocks.
- 1.3.15 "User" means a person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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2 RULES AND REGULATIONS

2.1 Undertaking of the Company. The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this Tariff. Contract terms not specifically governed by the Tariff will be individually negotiated with each prospective Customer. The Company will not provide services to any Customer until a contract has been executed.

2.2 Obligations of the Customer

2.2.1 The customer shall be responsible for:

2.2.1.1 Out-of-Normal Work Hours: The charges specified in this Section 7 do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.

2.2.1.2 Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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2.3. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

2.3.1.1 The Customer has entered into a written contract with the Company;

2.3.1.2 The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and

2.3.1.3 The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.

2.4. Customer is Responsible for:

2.4.1.1 Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.

2.4.1.2 Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.

2.4.1.3 Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.

2.4.1.4 The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

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- 2.4.1.5 The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
 - 2.4.1.6 Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
 - 2.4.1.7 Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
 - 2.4.1.8 All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
 - 2.4.1.9 Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.
- 2.5 Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer by the fifteenth of each month at the Customer's general office or at such other places as may be designated by the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 9 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

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2.6 Liability of the Company

2.6.1 Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.

2.6.2.1 Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

2.6.2 Service Irregularities

2.6.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.6.2.2 The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts or omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

2.6.3 Claims of Misuse of Service

2.6.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement

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of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.6.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.6.4 Defacement of Premises

2.6.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purpose of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

2.6.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.6.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or

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facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.6.6 Service at Outdoor Locations

2.6.6.1 The Company reserves the right to refuse to provide, maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment and facilities furnished by the Company at such locations. The customer shall likewise indemnify and save the Company harmless from and against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.6.7 Warranties

2.6.7.1 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.6.7.2 Acceptance of the provisions of Section 2.3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.6.8 Limitation of Liability

2.6.8.1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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2.7 Application for Service

2.7.1 Cancellation of Service

2.7.1.1 Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

2.7.1.1.A. Non-payment of any sum due to the Company by a Customer; or

2.7.1.1.B. A breach of any of Customer's representations or warranties contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

2.7.1.2. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

2.7.1.3. Cancellation of Application for Service:

When the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of facilities for a Customer is considered to have started from the latest contract date or when the Company

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incurs any expense in connection therewith, whichever occurs earlier.

2.8 Payment for Service

2.8.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company as set forth in Section 2.14 of this tariff.

2.8.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.

2.8.3 Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such charge should apply in the particular instance.

A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefore, shall constitute grounds for denial of the requested service by the Company.

B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

2.8.4 If the Company provides service under a term plan (1,3,5 years, etc.) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date.

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2.8.5 Reserved For Future Use.

2.9 Customer Deposits

2.9.1 The Company agrees to abide by the regulations associated with nonresidential customer deposits as specified by Code of Maryland Regulations 20.30.01. as amended from time to time, and to certify to the commission annually that such deposits have been deposited in Maryland.

2.9.2 The Company does not collect customer deposits.

2.10 Late Payment Charges

2.10.1 The Carrier agrees to abide by the regulations governing late payment charges as specified by COMAR 20.30.03. as amended from time to time.

2.10.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute.

2.10.3 The Company will consider delinquent and apply late payment charges on bills not paid within 20 days of the billing invoice date in the case of residential customers and within 15 days of the billing invoice date in the case of all non-residential customers in accordance with COMAR Sections 20.30.03.01A and 20.30.03.01B, respectively.

2.10.4 Late payment fees will be computed at a rate not to exceed 1.5% per month, for the two nominal billing intervals and may not exceed 5% of the total original unpaid charges in compliance with COMAR 20.30.03.01.A(1).

2.11 Customer Complaints and Billing Disputes

2.11.1 Customers may notify the carrier of billing or other disputes either orally or in writing. There is no time limit for submitting disputes.

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- 2.11.2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to:

Office of External Relations
Maryland Public Service Commission
6 St. Paul Street
Baltimore, MD 21202

410-767-8028 (Office of External Relations)
410-767-8000 (Main PSC number)
1-800-492-0474 (Toll-free PSC number)

- 2.11.3 The Company provides the following toll free number (866) 226-4244 for customers to contact the carrier in accordance with COMAR 20.45.04.02.B.

- 2.11.4 The Company will not collect attorney fees or court costs from customers.

2.12 Allowance for Interruptions in Service

- 2.12.1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service as specified by Code of Maryland Regulations 20.45.05.09 as amended from time to time.

- 2.12.2 General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.

- 2.12.3 Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.

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2.12.4 Liability: The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any service interruption. The Company's liability for gross negligence or willful misconduct is not limited by this Tariff.

2.12.5 Credits: The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

2.13 Taxes and Fees

2.13.1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.

2.13.2 If a municipality, other political subdivision or local agency of government, or the Commission imposes 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, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.

2.13.3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

2.14 Returned Check Charge

The Company will not collect a charge for a returned checks.

2.15 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements.

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2.16 Termination of Service:

2.16.1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons:

- 2.16.1.1 Hazardous Condition. For a condition on the customer's premises determined by the Company to be hazardous.
- 2.16.1.2 Adverse Effect on Service. Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
- 2.16.1.3 Tampering With Company Property. Customer's tampering with equipment furnished and owned by the Company.
- 2.16.1.4 Unauthorized Use of Service. Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network.
- 2.16.1.5. Illegal use of Service. Customer's use of service or equipment in a manner to violate the law.

2.16.2. Denial of Service Requiring Notice

- 2.16.2.1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:
 - 2.16.2.1.A Non-compliance with Regulations. For violation of or non-compliance with regulations contained in Code of Maryland Regulations 20.45.04, or for violation of or non-compliance with the Company's tariffs on file with the Commission.
 - 2.16.2.1.B Failure on Contractual Obligations. For failure of the customer to fulfill his contractual obligations for service or

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facilities subject to regulation by the Maryland Public Service Commission.

2.16.2.1.C Refusal of Access. For failure of the customer to permit the Company to have reasonable access to its equipment.

2.16.2.1.D Non-payment of Bill.

2.16.2.1.D.1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2.16.2.1.D.2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2.16.2.1.D.3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service.

2.16.2.1.D.4 Failure to Comply with Service Conditions. For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated.

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2.16.2.1.D.5 Failure to Comply with Municipal Ordinances.
For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2.16.3. Insufficient Reasons for Denial of Service

2.16.3.1 The following may not constitute cause for refusal of service to a present or prospective customer:

2.16.3.1.A Failure of a prior customer to pay for service at the premises to be serviced;

2.16.3.1.B Failure to pay for a different class of service for a different entity;

2.16.3.1.C Failure to pay the bill of another customer as guarantor of that bill;

2.16.3.1.D Failure to pay directory advertising charges;

2.16.3.1.E Failure to pay an undercharge as described in the Code of Maryland Regulations 20.45.04.01.D.(2); or

2.16.3.1.F Failure to pay an outstanding bill that is over 7 years old, unless the:

2.16.3.1.F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period;

2.16.3.1.F.2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method; or

2.16.3.1.F.3 Outstanding bill is for service obtained by the customer by means of an application made:

(i) In a fictitious name,

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- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2.16.3.2 This regulation applies to both residential and nonresidential classes of service.

2.17 Unlawful Use of Service

2.17.1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when:

2.17.1.1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

2.17.1.2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law.

2.17.2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service.

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2.18 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others.

2.19 Overcharge/Undercharge

2.19.1 Overcharge/undercharge provisions will be in accordance with COMAR 20.45.04.01.

2.19.2 When a customer has been overcharged, the amount shall be refunded or credited to the customer.

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3 DESCRIPTION OF SERVICES

The Company provides resold data circuits by utilizing the facilities of incumbent local exchange carriers ("LECs") and other facilities-based carriers. Pivotal will resell Layer One (DS-1's & OCNs), Layer Two (ATM and Frame Relay), and Layer Three (MPLS) data circuits to business customers only. No voice services will be provided. All services will be provided pursuant to contracts between Pivotal and its customers.

3.1 Promotional Offerings

- 3.1.1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval. The Company may file a promotional offering on one days notice to the Commission.

3.2 Individual Case Basis ("ICB") Offerings

- 3.2.1 Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a nondiscriminatory basis.

ICB will be filed with the Communications Division of the Commission.

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4 PRIVATE LINE SERVICES RATES AND CHARGES**4.1. Private Line Service**

Private line service provides a dedicated transmission path on a point-to-point basis that does not interfere with a Company switch. Private line is offered on a DC-n and OC-n level. DC-n Services include DS-1 and DS-3 level. OC-n Services include OC-3, OC-12, OC-48 and OC-192 level.

Frame Relay and ATM Services also available.

4.2. DS1 Service**4.2.1 Non-Channelized****(A) Installation and Ancillary/Administrative Charges**

Rate Element	Charge Per DS1			
	Out of Term	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$1,000.00	\$700.00	\$500.00	\$0.00
Service Order Change Charge	\$325.00	\$325.00	\$325.00	\$325.00
Service Order Cancellation Charge	\$500.00	\$500.00	\$500.00	\$500.00

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(B) Monthly Recurring Charge – Fixed

	Fixed Monthly Recurring Charges			
	Out of Term	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	\$850.00	\$775.00	\$720.00	\$675.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge			
	Out of Term	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	\$3.25	\$2.35	\$2.25	\$2.20

4.3. DS3 Service

4.3.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per DS3		
Rate Element	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$1,600.00	\$1,000.00	\$0.00
Service Order Change Charge	\$525.00	\$525.00	\$525.00
Service Order Cancellation Charge	\$1,000.00	\$1,000.00	\$1,000.00

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(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	\$7,000.00	\$4,750.00	\$3,500.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per mile	\$25.00	\$24.50	\$22.50

4.4. OC3 Service

4.4.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC3		
Rate Element	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$3,000.00	\$2,500.00	\$0.00
Service Order Change Charge	\$2,500.00	\$2,500.00	\$2,500.00
Service Order Cancellation Charge	\$2,500.00	\$2,500.00	\$2,500.00

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(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan Maximum	3 Yr Term Plan Maximum	5 Yr Term Plan Maximum
Per Circuit	\$25,000.00	\$25,000.00	\$25,000.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	\$25.00	\$24.50	\$22.50

4.5. OC12 Service

4.5.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC12		
Rate Element	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$4,000.00	\$3,500.00	\$0.00
Service Order Change Charge	\$4,000.00	\$4,000.00	\$4,000.00
Service Order Cancellation Charge	\$3,500.00	\$3,500.00	\$3,500.00

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(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan Maximum	3 Yr Term Plan Maximum	5 Yr Term Plan Maximum
Per Circuit	\$25,000.00	\$25,000.00	\$25,000.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	\$25.00	\$24.50	\$22.50

4.6. OC 48 Service

4.6.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC12		
Rate Element	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$5,000.00	\$4,500.00	\$0.00
Service Order Change Charge	\$5,000.00	\$5,000.00	\$5,000.00
Service Order Cancellation Charge	\$4,500.00	\$4,500.00	\$4,500.00

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(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan Maximum	3 Yr Term Plan Maximum	5 Yr Term Plan Maximum
Per Circuit	\$25,000.00	\$25,000.00	\$25,000.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	\$25.00	\$24.50	\$22.50

4.7. OC 192 Service

4.7.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

	Charge Per OC12		
Rate Element	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	\$6,000.00	\$5,500.00	\$0.00
Service Order Change Charge	\$6,000.00	\$6,000.00	\$6,000.00
Service Order Cancellation Charge	\$5,500.00	\$5,500.00	\$5,500.00

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(B) Monthly Recurring Charge – Fixed

	Fixed Monthly Recurring Charges		
	1 Yr Term Plan Maximum	3 Yr Term Plan Maximum	5 Yr Term Plan Maximum
Per Circuit	\$25,000.00	\$25,000.00	\$25,000.00

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Mile	\$25.00	\$24.50	\$22.50

4.8. Domestic Frame Relay Service

4.8.1 FRS UNI Port Termination - Per Port

(A) DSO

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
56/64 Kbps	\$273.00	\$261.00	\$243.00	\$350.00

* One Time Charge does not apply with 5 Year Term.

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(B) DS1/Fractional DS1

Port Speed	Monthly Recurring Charges			One Time Charge*
	1 Year	3 Year	5 Year	
128 Kbps	\$491.00	\$471.00	\$437.00	\$350.00
192 Kbps	\$591.00	\$567.00	\$549.00	\$350.00
256 Kbps	\$709.00	\$680.00	\$632.00	\$350.00
320 Kbps	\$815.00	\$782.00	\$756.00	\$350.00
384 Kbps	\$893.00	\$857.00	\$796.00	\$350.00
448 Kbps	\$1,011.00	\$969.00	\$938.00	\$350.00
512 Kbps	\$1,101.00	\$1,056.00	\$981.00	\$350.00
576 Kbps	\$1,191.00	\$1,142.00	\$1,105.00	\$350.00
640 Kbps	\$1,269.00	\$1,217.00	\$1,178.00	\$350.00
704 Kbps	\$1,323.00	\$1,269.00	\$1,228.00	\$350.00
768 Kbps	\$1,357.00	\$1,301.00	\$1,209.00	\$350.00
1024 Kbps	\$1,853.00	\$1,777.00	\$1,651.00	\$350.00
1536 Kbps	\$2,370.00	\$2,272.00	\$2,111.00	\$350.00

* One Time Charge does not apply with 5 Year Term.

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4.8. Domestic Frame Relay Service (cont.)

4.8.2 FRS NNI Access Gateway - Cumulative CIR Per Customer Site

Allocated Bandwidth	Monthly Recurring Charges	One Time Charges **
4 to 16 Kbps	\$35.00	\$0.00
17 to 32 Kbps	\$45.00	\$0.00
33 to 48 Kbps	\$52.00	\$0.00
49 to 64 Kbps	\$60.00	\$0.00
65 to 128 Kbps	\$89.00	\$0.00
129 to 192 Kbps	\$130.00	\$0.00
193 to 256 Kbps	\$144.00	\$0.00
257 to 320 Kbps	\$162.00	\$0.00
321 to 384 Kbps	\$179.00	\$0.00
385 to 448 Kbps	\$204.00	\$0.00
449 to 512 Kbps	\$229.00	\$0.00
513 to 576 Kbps	\$254.00	\$0.00
577 to 640 Kbps	\$279.00	\$0.00
641 to 704 Kbps	\$304.00	\$0.00
705 to 768 Kbps	\$327.00	\$0.00
769 to 832 Kbps	\$352.00	\$0.00
833 to 896 Kbps	\$377.00	\$0.00
897 to 960 Kbps	\$402.00	\$0.00
961 to 1024 Kbps	\$427.00	\$0.00
1.025 to 2 Mbps	\$475.00	\$0.00
Each Add'l Mbps Over 2 Mbps***	\$475.00	\$0.00

**Charged only once per Customer site for Access Gateway set-up.

***Portions of Mbps over 2 Mbps will be charged the corresponding portion of the 1.025 to 2 Mbps charge.

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4.8. Domestic Frame Relay Service (cont.)

4.8.3 PVCs – Duplex

CIR/PVC	Monthly Recurring Charges	One Time Charges
4 Kbps	\$16.00	\$0.00
8 Kbps	\$16.00	\$0.00
16 Kbps	\$16.00	\$0.00
32 Kbps	\$31.00	\$0.00
48 Kbps	\$46.00	\$0.00
64 Kbps	\$63.00	\$0.00
128 Kbps	\$125.00	\$0.00
192 Kbps	\$190.00	\$0.00
256 Kbps	\$251.00	\$0.00
320 Kbps	\$315.00	\$0.00
384 Kbps	\$375.00	\$0.00
448 Kbps	\$440.00	\$0.00
512 Kbps	\$500.00	\$0.00
576 Kbps	\$565.00	\$0.00
640 Kbps	\$625.00	\$0.00
704 Kbps	\$690.00	\$0.00
768 Kbps	\$750.00	\$0.00
832 Kbps	\$815.00	\$0.00
896 Kbps	\$875.00	\$0.00
960 Kbps	\$940.00	\$0.00
1024 Kbps	\$1,000.00	\$0.00

4.8.4 Ancillary/Administrative Charges

Rate Element	Charge
FRS Configuration Change Charge	\$50.00
FRS Port Order Change Charge	\$100.00
PVC Order Change Charge	\$50.00
Service Order Cancellation Charge	\$250.00

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