
This tariff cancels and replaces the tariffs on file for Global Capacity Group, Inc. designated as Mississippi PSC Tariff No. 1 and Mississippi PSC Tariff No. 2

**MISSISSIPPI INTEREXCHANGE AND LOCAL EXCHANGE
TELECOMMUNICATIONS TARIFF**

OF

GC PIVOTAL, LLC

This Tariff, filed with the Mississippi Public Service Commission, contains the rates, terms and conditions applicable to the provision of Point-to-Point Private Line Data Services and Internet Access Services in the State of Mississippi by GC Pivotal, LLC. This Tariff is on file with the Mississippi Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business, 180 North LaSalle Street, Suite 2430, Chicago, Illinois 60601.

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Issued by:

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INDEX/
TABLE OF CONTENTS

1.	EXPLANATION OF SYMBOLS.....	3
2.	APPLICATION OF TARIFF	4
3.	DEFINITIONS	5
4.	PROVISION OF SERVICE	6
5.	CUSTOMER OBLIGATIONS AND RESPONSIBILITIES	6
6.	OBLIGATIONS OF THE COMPANY	9
7.	SPECIAL CONSTRUCTION	11
8.	SPECIAL CHARGES.....	11
9.	SERVICE CANCELLATIONS	12
10.	SERVICE INTERRUPTIONS.....	13
11.	PRIVATE LINE SERVICES RATES AND CHARGES	14
12.	INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS	23
13.	PROMOTIONAL OFFERINGS.....	23

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CHECKLIST

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	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
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22	Original
23	Original
24	Original

* signifies new tariff sheets or where sheets have been amended

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1. **EXPLANATION OF SYMBOLS**

Whenever tariff sheets are revised, changes will be identified by the following symbols:

- (C) To signify a change in regulation or text.
- (D) To signify a deleted regulation or rate.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (R) To signify a reduced rate.
- (T) To signify a change in text that does not affect a rate or regulation.

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2. APPLICATION OF TARIFF

The service rates and regulations set forth in this Tariff are for the provision of interexchange intrastate telecommunications services, and dedicated, non-switched local exchange private line telecommunications services for Customers of GC Pivotal, LLC ("Company").

The Company may, from time to time, engage in special promotional offerings designed to attract new Customers or to promote existing services. Such promotional service offerings shall be subject to specific dates, times, and/or locations, and shall be subject to prior notification to the Commission.

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3. DEFINITIONS

As used in this Tariff, the following terms shall have the following meanings unless the context otherwise require:

- A. Bit - The smallest amount of information in the binary system of notation.
- B. Cable Facilities -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.
- C. Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.
- D. Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.
- E. Facilities -All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.
- F. Individual Case Basis - 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.
- G. Premises -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.
- H. Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated Customer or User locations.
- I. Terminating Facilities - 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.
- J. User - 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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4. PROVISION OF SERVICE

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.

5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

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

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

B. Customer is Responsible for:

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. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
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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5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

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.
 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.
 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.
 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.
 9. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.
- C. 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. The unpaid balance may be subject to a late payment charge in the amount of 1.5% of the unpaid balance. The late payment charge shall not include previously accrued late payment charges. 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.
- D. The Company does not collect deposits.

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5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

- E. Complaint Procedures: Unless the parties to the written contract agree to different process, which terms shall govern over this tariff, a Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The Customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Customer Service Department
Susan Naber, Customer Advocate Manager
GC Pivotal, LLC
180 North LaSalle Street, Suite 2430
Chicago, Illinois 60616
Telephone: (312) 881-4824
Facsimile: (312) 673-2422

The Company shall further direct such supervisory personnel to inform such Customer who expresses nonacceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the Commission as follows:

Mississippi Public Service Commission
P.O. Box 1174
Jackson, MS 39215-1174
Attention: Consumer Services Department
<https://www.psc.state.ms.us/Complaint>

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6. OBLIGATIONS OF THE COMPANY

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.
- C. Limitations on Liability:
1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) 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 an act of God, fire war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
 2. The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name of service mark, unfair competition, interference with or misappropriation of violation of any contract, proprietary of creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for

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6. OBLIGATIONS OF THE COMPANY (cont.)

C. Liability and Indemnification (cont.)

any personal injury or death caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.

3. The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim of loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorate charge to the Customer or Subscriber for the period of service of facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days..

D. Provision of Facilities:

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
2. 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.

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7. SPECIAL CONSTRUCTION

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.

8. SPECIAL CHARGES

- A. Out-of-Normal Work Hours: The charges specified in this Section 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.
- B. 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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9. SERVICE CANCELLATIONS

A. 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:

1. Non-payment of any sum due to the Company by a Customer; or
2. 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.

B. 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.

C. 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 incurs any expense in connection therewith, whichever occurs earlier.

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10. SERVICE INTERRUPTIONS

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

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11. PRIVATE LINE SERVICES RATES AND CHARGES

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 DS3 level. OC-n Services include OC-3, OC-12, OC-48 and OC-192 level.

Frame Relay and ATM Services also available.

2. DSI Service

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	ICB	ICB	ICB	ICB
Service Order Change Charge	ICB	ICB	ICB	ICB
Service Order Cancellation Charge	ICB	ICB	ICB	ICB

(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	ICB	ICB	ICB	ICB

(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	ICB	ICB	ICB	ICB

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11. PRIVATE LINE SERVICES RATES AND CHARGES (cont.)

3. DS3 Service

3.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per DS3		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	ICB	ICB	ICB
Service Order Change Charge	ICB	ICB	ICB
Service Order Cancellation	ICB	ICB	ICB

(B) Monthly Recurring Charge- Fixed

	Fixed Monthly Recurring		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	ICB	ICB	ICB

(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	ICB	ICB	ICB

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11. PRIVATE LINE SERVICES RATES AND CHARGES (cont.)

4. OC3 Service

4.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per OC3		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term
Installation Charge	ICB	ICB	ICB
Service Order Change Charge	ICB	ICB	ICB
Service Order Cancellation	ICB	ICB	ICB

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	ICB	ICB	ICB

(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	ICB	ICB	ICB

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11. PRIVATE LINE SERVICES RATES AND CHARGES (cont.)

5. OC 12 Service

5.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per OC12		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	ICB	ICB	ICB
Service Order Change Charge	ICB	ICB	ICB
Service Order Cancellation Charge	ICB	ICB	ICB

(B) Monthly Recurring Charge- Fixed

	Fixed Monthly Recurring		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	ICB	ICB	ICB

(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	ICB	ICB	ICB

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11. PRIVATE LINE SERVICES RATES AND CHARGES (cont.)

6. OC 48 Service

6.1 Non-Channelized

(A) Installation and Ancillary/Administrative Charges

Rate Element	Charge Per OC12		
	1 Yr Term Plan	3 Yr Term Plan	5 Yr Term Plan
Installation Charge	ICB	ICB	ICB
Service Order Change Charge	ICB	ICB	ICB
Service Order Cancellation	ICB	ICB	ICB

(B) Monthly Recurring Charge - Fixed

	Fixed Monthly Recurring		
	1 Yr Term	3 Yr Term Plan	5 Yr Term Plan
Per Circuit	ICB	ICB	ICB

(C) Interoffice Channel Charge- Per Mile

The per mile interoffice Channel charge is as follows:

	Per Mile Charge		
	1 Yr Term	3 Yr Term Plan	5 Yr Term Plan
Per Mile	ICB	ICB	ICB

FILED

MAY 06 2013

**MISS. PUBLIC SERVICE
COMMISSION
PUBLIC UTILITIES STAFF**

13-UN-0095

APPROVED

JUN 05 2013

**MISS. PUBLIC SERVICE
COMMISSION
PUBLIC UTILITIES STAFF**

Issued: May 6, 2013
Issued by:

John Nannenhorn, Senior Vice President - Finance
GC Pivotal, LLC
180 North LaSalle Street, Suite 2430
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Effective: June 5, 2013