

Exhibit C
Proposed Tariff

Competitive Access Provider

PENNSYLVANIA COMPETITIVE ACCESS PROVIDER TARIFF

OF

GC PIVOTAL, LLC

This Tariff, filed with the Pennsylvania Public Utility 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 Commonwealth of Pennsylvania by GC Pivotal, LLC. This Tariff is on file with the Pennsylvania Public Utility Commission and copies may be inspected during normal business hours at the Company's principal place of business, 200 South Wacker Drive, Suite 1650, Chicago, Illinois 60606.

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MAR 10 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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Issued by:

Richard Garner, Secretary and Treasurer
GC Pivotal, LLC
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Chicago, Illinois 60606

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LIST OF MODIFICATIONS

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CHECK SHEET

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 |
|------------|----------|
| Title Page | Original |
| 1 | Original |
| 2 | Original |
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| 6 | Original |
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| 25 | Original |
| 26 | Original |
| 27 | Original |

* signifies new tariff sheets or where sheets have been amended

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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 Pennsylvania Public Utility Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Pennsylvania Public Utility Commission is not always the Tariff page in effect. Consult the Check Sheet for the page currently in effect.

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 Pennsylvania Public Utility 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. 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., 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 Pennsylvania Public Utility Commission.

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1. EXPLANATION OF SYMBOLS

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

- (C) To signify change.
- (D) To signify decrease in rate.
- (I) To signify increase in rate.

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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. 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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5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

- D. **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
200 South Wacker Drive, Suite 1650
Chicago, Illinois 60606
Telephone: (866) 226-4244
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 Bureau of Consumer Services at the Pennsylvania Public Utility Commission* as follows:

Bureau of Consumer Services
Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, Pennsylvania 17105-3265
Phone: 1-800-692-7380
Fax: 717-787-6641

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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. *Liability and Indemnification:*
1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
 2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User. To the extent such regulations are applicable to the particular service at issue, or unless the parties to the written contract agree to different process, which terms shall govern over this tariff, the Company follows the Credits and Credit Allowances procedures as established in 83 Ill. Adm. Code Part 732.

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6. OBLIGATIONS OF THE COMPANY (cont.)

C. Liability and Indemnification (cont.)

- 3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
- 4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring 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 agents or employees of the Company.
- 5. The Company shall be indemnified and saved harmless by the Customer or User against:
 - (a) Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.
 - (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
 - (c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

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 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.

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

Frame Relay and ATM Services also available.

2. DS1 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 | \$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 |

(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 |

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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 | \$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 |

(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 |

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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 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 |

(B) Monthly Recurring Charge - Fixed

| | Fixed Monthly Recurring Charges Charge (Maximum) | | |
|-------------|---|-------------------|-------------------|
| | 1 Yr Term Plan | 3 Yr Term Plan | 5 Yr Term Plan |
| Per Circuit | \$10,000 | \$10,000 | \$10,000 |

(C) Interoffice Channel Charge - Per Mile

The per mile interoffice Channel charge is as follows:

| | Per Mile Charge (Maximum) | | |
|----------|------------------------------|-------------------|-------------------|
| | 1 Yr Term Plan | 3 Yr Term Plan | 5 Yr Term Plan |
| Per Mile | \$30.00 | \$30.00 | \$30.00 |

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

5. OC12 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 | \$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 |

(B) Monthly Recurring Charge - Fixed

| | Fixed Monthly Recurring Charges | | |
|-------------|---------------------------------|-------------------|-------------------|
| | 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 | \$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 |

(B) Monthly Recurring Charge - Fixed

| | Fixed Monthly Recurring Charges | | |
|-------------|---------------------------------|-------------------|-------------------|
| | 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.)

7. OC 192 Service

7.1 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 | \$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 |

(B) Monthly Recurring Charge – Fixed

| | Fixed Monthly Recurring Charges | | |
|-------------|---------------------------------|-------------------|-------------------|
| | 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.)

8. Domestic Frame Relay Service

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.

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

8. Domestic Frame Relay Service (cont.)

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

8. Domestic Frame Relay Service (cont.)

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 |

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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12. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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.

13. PROMOTIONAL OFFERINGS

13.1 Special Promotions

The Company may, from time to time, offer services in this Tariff at special promotional rates and/ or terms. Such promotional arrangements shall be filed with the Commission when so required. All rates and terms contained in this Tariff shall continue to apply unless specifically addressed in the promotional agreements.

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