

2014 NOV 20 AM 9: 51

IDAHO PUBLIC
UTILITIES COMMISSION

Russell M. Blau
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November 19, 2014

Via Overnight Courier

Ms. Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702
secretary@puc.idaho.gov

Re: Docket No. CVD-T-04-01
Application for the Transfer of the Certificate of Public Convenience and
Necessity No. 440 to Provide Facilities-Based and Resold Local Exchange and
Interexchange Services in the State of Idaho from Megapath Corporation to
GC Pivotal, LLC d/b/a Global Capacity
SUPPLEMENT

Dear Ms. Jewell:

On behalf of Megapath Corporation (“Megapath”) and GC Pivotal, LLC d/b/a Global Capacity (“Global Capacity”) (collectively, the “Parties”) and pursuant to a request received from staff, enclosed for filing are certain documents supplementing the Parties’ request transfer Certificate of Public Convenience and Necessity (“CPCN”) No. 440 from MegaPath to Global Capacity Pursuant, filed on November 17, 2014.

Global Capacity respectfully request confidential treatment of **Exhibit D** attached hereto. This exhibit contains sensitive financial information that is considered proprietary and confidential in nature and is not otherwise available to the public. Disclosure of such information could provide competitors with a significant advantage that would result in substantial harm to Global Capacity’s competitive position in Idaho. Global Capacity therefore respectfully requests that the information contained therein be treated in a confidential manner and be protected from public disclosure.

* * *

- Boston
- Hartford
- Hong Kong
- London
- Los Angeles
- New York
- Orange County
- San Francisco
- Santa Monica
- Silicon Valley
- Tokyo
- Washington**

Bingham McCutchen LLP
2020 K Street NW
Washington, DC
20006-1806

T 202.373.6000
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bingham.com

Jaclyn A. Brillong, Secretary
November 19, 2014
Page 2

Enclosed for filing are an original and seven (7) copies the above-referenced Application. The original copy of the Application is unbound. An electronic copy of this filing has also been submitted. Please date-stamp the enclosed extra copy and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned.

Respectfully submitted,



Russell M. Blau
Jeffrey R. Strenkowski

Counsel for MegaPath Corporation and GC Pivotal, LLC

Enclosure

cc (via e-mail): Grace Seaman (grace.seaman@puc.idaho.gov)

LIST OF EXHIBITS

- Exhibit A - Management Biographies
- Exhibit B - Formation Documents
- Exhibit C - Certificate of Good Standing
- Exhibit D - Financial Statements - **CONFIDENTIAL, FILED UNDER SEAL**
- Exhibit E - Illustrative Tariffs / Price Lists
- Exhibit F - Applicant's Statement

EXHIBIT A

Management Biographies

F. Francis Najafi - Founder and CEO

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

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

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

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

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

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

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

Mr. Najafi is a board member of the Translational Genomics Research Institute, which employs innovative advancements from the Human Genome Project.

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

Jack Lodge - President

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

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

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

Richard Garner - Secretary and Treasurer

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

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

He enjoys community service, including serving as an active youth leader with the Boy Scouts of

America to help shape the lives of America's youth.

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

Ben Edmond - Chief Revenue Officer

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

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

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

Phil Doyle - Chief Information Officer

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

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

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

Craig Magerkurth - Chief Knowledge Officer

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

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

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

John Nannenhorn - Senior Vice President of Finance

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

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

Mr. Nannenhorn holds a Masters of Business Administration in Finance and Bachelor of Science

in Accountancy from Northern Illinois University's College of Business in DeKalb, Illinois. He currently resides in the greater Chicago area.

Jeremy Kissel - General Counsel

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

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

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

EXHIBIT B

Formation Documents

Delaware

PAGE 1

The First State

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

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

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

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



4825895 8100H

110076964

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8518343

DATE: 01-25-11

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

CERTIFICATE OF FORMATION

OF

GC PIVOTAL, LLC

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

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

GC Pivotal, LLC

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

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

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

Executed on May 20, 2010.

/s/ Eleanor Romanelli

Eleanor Romanelli
Authorized Person

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

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

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

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

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

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

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

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

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

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

8. Designation of Officers.

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

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

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

10. Limitation of Liability; Indemnification; Duties.

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

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

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

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

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

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

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

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

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

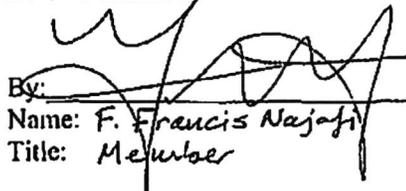
13. Amendments. This Agreement may be amended or modified from time to time only by a written instrument executed by the Member.

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

[SIGNATURE PAGE FOLLOWS]

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

PIVOTAL GLOBAL CAPACITY, LLC
Its Sole Member

By: 

Name: *F. Francis Najafi*

Title: *Member*

EXHIBIT C

Certificate of Good Standing

State of Idaho

Office of the Secretary of State

CERTIFICATE OF EXISTENCE

OF

GC PIVOTAL, LLC

File Number W-93745

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that I am the custodian of the limited liability company records of this State.

I FURTHER CERTIFY That the records of this office show that the above-named limited liability company was organized under the laws of DELAWARE and filed for authorization to transact business in Idaho on 6/01/2010.

I FURTHER CERTIFY That the limited liability company's certificate of authority has not been canceled.

Dated: 9/16/2014 2:59 PM



Ben Yursa

SECRETARY OF STATE

Authentic Access Idaho Document (<http://www.accessidaho.org/public/portal/authenticate.html>)
Tag: b5ae5f5ff8d74087b3e56fe7c901d6d2748bf24081bd603855bcbffe306997972e92101860b227c3

EXHIBIT D

Financial Statements

[CONFIDENTIAL - Submitted Under Seal]

EXHIBIT E

Proposed Tariff(s)

GC Pivotal LLC d/b/a Global Capacity

TELECOMMUNICATIONS TARIFF

GC Pivotal LLC d/b/a Global Capacity

**180 North LaSalle Street, Suite 2430
Chicago, IL 60601**

This Tariff contains the rates, terms and conditions applicable to the furnishing of interexchange telecommunications services provided by GC Pivotal LLC d/b/a Global Capacity within the State of Idaho.

Issued: September 23, 2014

By:

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

Effective: _____

CHECK SHEET

Pages of this Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

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

* - indicates those pages included with this filing.

Issued: September 23, 2014

By:

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

Effective: _____

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Issued: September 23, 2014

By:

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

Effective: _____

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect. 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 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. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular page is the most current.

Issued: September 23, 2014

By:

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

Effective: _____

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - Changed regulation.
- (D) - Delete or discontinue.
- (I) - Change Resulting in an increase to a Customer's bill.
- (M) - Moved from another Tariff location.
- (N) - New
- (R) - Change resulting in a reduction to a Customer's bill.
- (T) - Change in text or regulation.

Issued: September 23, 2014

By:

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

Effective: _____

APPLICATION OF TARIFF

This Tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service and enhanced directory services by GC Pivotal LLC d/b/a Global Capacity within the State of Idaho.

SERVICE AREA MAP

GC Pivotal LLC d/b/a Global Capacity will provide intrastate service throughout the State of Idaho.

Issued: September 23, 2014

By:

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

Effective: _____

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Commission - Refers to the Idaho Public Utilities Commission.

Company or Carrier - Refers to GC Pivotal. LLC d/b/a Global Capacity, issuer of this Tariff.

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

Issued: September 23, 2014

By:

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

Effective: _____

SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LATA - Local Area of Transport and Access.

LEC - Local Exchange Company.

Personal Identification Number (PIN)- See Authorization Code.

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

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

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

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

GC Pivotal provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. GC Pivotal may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the GC Pivotal services. The Customer shall be responsible for all charges due for such service arrangement.

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

2.2 Use

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

2.2.2 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Limitations of Service

- 2.3.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.3.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.4 Assignment and Transfer

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Liability of the Company

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

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By:

Jeremy M. Kissel General Counsel
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Chicago, IL 60601

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.6 Billing and Payment for Service

2.6.1 Payment Arrangements

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

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

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

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By:

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.6.2 Deposits

The Company does not require Customer deposits.

2.6.3 Advance Payments

The Company does not require Advance Payments.

2.6.4 Late Payment Fees

The Company does not bill Customers a late payment fee.

2.6.5 Return Check Charge

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.6.6 Billing Dispute

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

Idaho Public Utilities Commission
472 West Washington
Statehouse
Boise, ID 83720-0074
Telephone: 208-334-0300

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Chicago, IL 60601

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Taxes and Fees

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

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Chicago, IL 60601

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SECTION 2.0 - RULES AND REGULATIONS, (CON'D.)**2.8 Refunds or Credit for Service Outages or Deficiencies****2.8.1 Interruption of Service**

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

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

2.8.2 Inspection, Testing and Adjustment

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

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Jeremy M. Kissel General Counsel
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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Cancellation or Termination of Service by Customer

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

2.10 Refusal or Discontinuance by Company

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

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

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

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

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

2.10.2 (Cont'd.)

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

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

2.11 Cost of Collection and Repair

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

2.12 Interconnection

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

2.13 Terminal Equipment

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

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SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES

3.1 General

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

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, and/or call duration. Customers are billed based on their use of GC Pivotal's services and network.

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SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.2 Timing of Calls

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

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

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SECTION 3.0 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

3.3 Rate Periods

The Company does not offer time-of-day rates.

3.4 Holidays

The Company does not offer Holiday rates.

3.5 Mileage Calculation

The Company does not offer distance-sensitive rates.

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

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

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

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

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

Rate per Call: 0.50

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

3.7 Long Distance Service - Basic

Long Distance Service - Basic ("LDS") is available to Customers of the Company's local exchange service and provides the ability to originate direct dialed calls over switched access lines to called locations outside of the Customer's Local Calling Area, but within the state. Calls are billed in one (1) minute increments with an initial billing period of one (1) minute.

3.7.1 Rates

Rate per minute: \$0.10

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

3.8 Directory Assistance

Directory Assistance is available to Customers of GC Pivotal. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Rate Per Call: \$1.25

3.8.1 Call Completion:

The charges as shown below apply for each request made to the Directory Assistance Operator in which the operator completes the call to the desired number.

Rate Per Call: \$2.50

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SECTION 4 - CONTRACTS AND PROMOTIONS

4.1 Demonstration of Service

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

4.2 Promotions

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

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LOCAL EXCHANGE SERVICES TARIFF

**IDAHO
LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES TARIFF
OF
GC Pivotal, LLC d/b/a Global Capacity**

This Tariff contains the descriptions, regulations, and rates applicable to the provision of local exchange telecommunications services provided by GC Pivotal, LLC d/b/a Global Capacity with principal offices at 110 Rio Robles, San Jose, CA 95134 for services furnished within the State of Idaho. This Tariff is on file with the Idaho Public Utilities Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issued by:

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LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICES TARIFF

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 rate sheet that are in effect on the date shown on each page.

SECTION	PAGE	REVISION	SECTION	PAGE	REVISION
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LOCAL EXCHANGE SERVICES TARIFF

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LOCAL EXCHANGE SERVICES TARIFF

EXPLANATION OF SYMBOLS

When changes are made in any Tariff sheet, a revised sheet will be issued canceling the Tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the following symbols:

- (C)** - To signify changed rate, regulation or condition.
- (D)** - To signify discontinued rate, regulation or condition.
- (I)** - To signify increase.
- (N)** - To signify new material, including a listing, rate, regulation, rule or condition.
- (R)** - To signify reduction.
- (T)** - To signify a change in the word of text, but no change in the rate, rule or condition.
- (M)** - Moved from another Tariff location.

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LOCAL EXCHANGE SERVICES TARIFF

APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate end-user local exchange communications services by GC Pivotal, LLC d/b/a Global Capacity, hereinafter referred to as the Company, to Customers within the state of Idaho. Covad's services are furnished subject to the availability of facilities and subject to the terms and conditions set forth herein.

This Tariff is on file with the Idaho Public Utilities Commission. In addition, this Tariff is available for review at the main office of GC Pivotal, LLC d/b/a Global Capacity at 110 Rio Robles, San Jose, CA 95134.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS

For the purpose of this Tariff, the following definitions will apply:

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to Carrier's location or switching center.

Advance Payment - Part or all of a payment required before the start of service.

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

Authorized User - A person, firm or corporation authorized by the Customer to be an end-user of the service of the Customer.

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

Commission - The Idaho Public Utilities Commission.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS, CONT' D.

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

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

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

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

Customer Terminal Equipment - Terminal equipment provided by the Customer.

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

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

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

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS, CONT' D.

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

ICB - Individual Case Basis.

IXC or Interexchange Carrier - A long distance telecommunications services provider.

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

LATA - A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4, or its successor Tariff(s).

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

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

MOU - Minutes of Use.

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SECTION 1.0 - DEFINITIONS, CONT' D.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Shared Inbound Calls - Refers to calls that are terminated via the Customer's Company-provided local exchange line.

Shared Outbound Calls - Refers to calls in Feature Group (FGD) exchanges whereby the Customer's local telephone lines are presubscribed by the Company to the Company's outbound service such that "1 + 10-digit number" calls are automatically routed to the Company's or an IXC' s network. Calls to stations within the Customer's LATA may be placed by dialing "10XXX" or "101XXXX" with 1 + 10-digit number."

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

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

NECA - National Exchange Carriers Association.

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

PIN - Personal Identification Number. See Authorization Code.

Point of Presence (APOP@) - Point of Presence

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 1.0 - DEFINITIONS, CONT' D.

Recurring Charges - Monthly charges to the Customer for services, and equipment, which continues for the agreed upon duration of the service.

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

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

Switched Access Origination/Termination - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LED-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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

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

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of the Company

2.1.1 Scope

The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission originating from points within the State of Idaho, and terminating within a local calling area as defined herein.

The Company is responsible under this Tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

2.1.2 Shortage of Equipment or Facilities

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.3 Terms and Conditions

- A.** Service is provided on the basis of a minimum period of at least thirty (30) days, 24-hours per day. For the purpose of computing charges in this Tariff, a month is considered to have thirty (30) days.
- B.** Customers may be required to enter into written service orders which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this Tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C.** Except as otherwise stated in the Tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the service order and this Tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the service order shall survive such termination.
- D.** Service may be terminated upon written notice to the Customer if:

 - .1 the Customer is using the service in violation of this Tariff; or
 - .2 the Customer is using the service in violation of the law.
- E.** This Tariff shall be interpreted and governed by the laws of the State of Idaho without regard for its choice of laws provision.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.3 Terms and Conditions, Cont' d.

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.4 Limitations on Liability

- A. Except as otherwise stated in this section, the liability of the Company for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7.
- B. Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.7, the Company shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- C. The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.4 Limitations on Liability, Cont' d.

- D.** The Company shall be indemnified and saved harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:
- .1 Any act or omission of: (a) the Customer, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers or warehousemen, except as contracted by the Company;
 - .2 Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
 - .3 Any unlawful or unauthorized use of the Company's facilities and services;
 - .4 Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the material transmitted by means of Company-provided facilities or services; or by means of the combination of Company-provided facilities or services;
 - .5 Breach in the privacy or security of communications transmitted over the Company's facilities;

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.4 Limitations on Liability, Cont' d.

D. Cont' d.

- .6 Changes in any of the facilities, operations or procedures of the Company that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by the Company and is not provided to the Customer, in which event the Company's liability is limited as set forth above in Section 2.1.1.A.
- .7 Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;
- .8 Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to the Company's facilities;
- .9 Any noncompletion of calls due to network busy conditions;
- .10 Any calls not actually attempted to be completed during any period that service is unavailable;
- .11 And any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's services or facilities.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.4 Limitations on Liability, Cont' d.

- E.** The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.
- F.** 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.
- G.** Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.
- H. Directory Errors** - In the absence of gross negligence or willful misconduct, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listing obtainable from the directory assistance operator, including errors in the reporting thereof, shall attach to the Company. An allowance for errors or mistakes in or omissions of published directory listings or for errors or mistakes in or omissions of listing obtainable from the directory assistance operator shall be at the monthly Tariff rate for each listing, or in the case of a free or no-charge directory listing, credit shall equal two times the monthly Tariff rate for an additional listing, for the life of the directory or the charge period during which the error, mistake or omission occurs.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.4 Limitations on Liability, Cont' d.

I. With respect to Emergency Number 911 Service:

- .1 This service is offered solely as an aid in handling assistance calls in connection with fire, police and other emergencies. The company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person for any personal injury or death of any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, local or use of any equipment and facilities furnishing this service.

- .2 Neither is the Company responsible for any infringement, nor invasion of the right of privacy of any person or persons, caused or claimed to have been caused directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company, including, but not limited to the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its users, agencies or municipalities, or the employees or agents of any one of them.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.4 Limitations on Liability, Cont' d.

I. With respect to Emergency Number 911 Service, Cont' d.

.3 When a Customer with a nonpublished telephone number, as defined herein, places a call to the emergency 911 service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for emergency 911 service upon request of such governmental authority. By subscribing to service under this Tariff, the Customer acknowledges and agrees with the release of information as described above.

J. The included Tariff language does not constitute a determination by the Commission that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.6 Provision of Equipment and Facilities

- A.** The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not nor may the Customer permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- B.** The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C.** Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D.** Except as otherwise indicated, Customer provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.
- E.** The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this Tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this Tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:

 - .1 the through transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - .2 the reception of signals by Customer-provided equipment; or
 - .3 network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.7 Non-Routine Installation

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

2.1.8 Special Construction

Subject to the agreement of the Company and to all of the regulations contained in this Tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A. where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a route other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.1 Undertaking of the Company, Cont' d.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this Tariff remains in the Company, its partners, agents, contractors or suppliers.

2.2 Prohibited Uses

2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Public Utilities Commission of Idaho's regulations, policies, orders, and decisions.

2.2.3 The Company may block any signals being transmitted over its Network by Customers which cause interference to the Company or other users. Customer shall be relieved of all obligations to make payments for charges relating to any blocked Service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.

2.2.4 A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and non-recurring installation charges as stated in this Tariff will apply.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.3 Obligations of the Customer

2.3.1 General

The Customer shall be responsible for:

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

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.3 Obligations of the Customer, Cont' d.

2.3.1 General, Cont' d.

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

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.3 Obligations of the Customer, Cont' d.

2.3.2 Liability of the Customer

- A. The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invites, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.

- B. To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other Tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.

- C. The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this Tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this Tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.4 Customer Equipment and Channels

2.4.1 General

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this Tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this Tariff.

2.4.2 Station Equipment

- A. Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company MPOP.

- B. The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.4 Customer Equipment and Channels, Cont' d.

2.4.3 Interconnection of Facilities

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.4 Customer Equipment and Channels, Cont' d.

2.4.4 Inspections

- A. Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B of this Tariff for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.

- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

- C. If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.5 Customer Deposits and Advance Payments

2.5.1 Advance Payments

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

2.5.2 Deposits

The Company does not require deposits from Customers.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.6 Payment Arrangements, Cont' d.

2.6.1 Payment for Service

A. General

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer and to all Authorized Users by the Customer, regardless of whether those services are used by the Customer itself or are resold to or shared with other persons.

The Customer is responsible for payment of any sales, use, gross receipts, excise, access or other local, state, federal and 911 taxes, charges or surcharges (however designated) (excluding taxes on Company's net income) imposed on or based upon the provision, sale or use of Network Services.

The security of the Customer's PIN is the responsibility of the Customer. All calls placed using a PIN shall be billed to and shall be the obligation of the Customer. The Customer shall not be responsible for charges in connection with the unauthorized use of PINs arising after the Customer notifies the Company of the loss, theft, or other breach of security of such PINs.

Customers will only be charged once, on either an interstate or intrastate basis, for any nonrecurring or usage based charges.

B. Taxes, Fees and Surcharges

The Company reserves the right to bill any and all applicable taxes, fees and surcharges in addition to normal rates and charges for services provided to the Customer, where permitted by law. Taxes and fees include, but are not limited to: Federal Excise Tax, State Sales Tax, Municipal Tax, Gross Receipts Tax, Idaho Telecommunications Service Assistance Program, and Universal Service. Unless otherwise specified in this Tariff, such taxes, fees and surcharges are in addition to rates as quoted in this Tariff and will be itemized separately on Customer invoices.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.6 Payment Arrangements, Cont' d.

2.6.2 Billing and Collection of Charges

The Customer is responsible for payment of all charges incurred by the Customer or other Authorized Users for services and facilities furnished to the Customer by the Company.

- A. Nonrecurring charges are due and payable within thirty (30) days after the invoice date, unless otherwise agreed to in advance.
- B. The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and Recurring Charges shall be due and payable within thirty (30) days after the invoice date. When billing is based on customer usage, charges will be billed monthly for the preceding billing periods.
- C. When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.6 Payment Arrangements, Cont' d.

2.6.2 Billing and Collection of Charges, Cont' d.

- D. Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this Tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E. Late Payment Fees - The Company does not bill Customers late payment penalties.
- F. The Customer will be assessed a charge of twenty dollars (\$25.00) for each check or other payment type submitted by the Customer to the Company that a bank or other financial institution refuses to honor.
- G. If service is disconnected by the Company in accordance with Section 2.7 following and later restored, restoration of service will be subject to all applicable installation charges.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.6 Payment Arrangements, Cont' d.

2.6.3 Disputed Bills

- A. In the event that a billing dispute occurs concerning any charges billed to the Customer by the Company, the Company may require the Customer to pay the undisputed portion of the bill to avoid discontinuance of service for non-payment. The Customer must submit a documented claim for the disputed amount. The Customer will submit all documentation as may reasonably be required to support the claim. All claims must be submitted to the Company within a reasonable period of time after receipt of billing for those services and in accordance with Idaho law. If the Customer does not submit a claim as stated above, the Customer waives all rights to filing a claim thereafter.
- B. Unless disputed the invoice shall be deemed to be correct and payable in full by the Customer. If the Customer is unable to resolve any dispute with the Company, then the Customer may file a complaint with the Idaho Public Utilities Commission, 472 West Washington, P.O. Box 83720, Boise ID 83720-0074; 208-334-0300 or 1-800-432-0369.
- C. If the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no interest, credits or penalties will apply.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.7 Discontinuance of Service

2.7.1 Service may be disconnected after seven (7) days written notice for any of the following reasons:

- A.** The Customer did not pay undisputed delinquent bills for local exchange services or paid a delinquent bill for local exchange services with any dishonored check.
- B.** The Customer failed to make a security deposit or obtain a guarantee when one is required.
- C.** The Customer failed to abide by the terms of a payment arrangement.
- D.** The Customer misrepresented the Customer's identity for the purpose of obtaining telephone service.
- E.** The Company determines as prescribed by relevant state or other applicable standards that the Customer is willfully wasting or interfering with service through improper equipment or otherwise.
- F.** The Customer is using service(s) for which the Customer did not apply.

2.7.2 At least 24 hours before actual termination, the Company will attempt to contact the Customer affected to apprise the Customer of the proposed termination action and steps to take to avoid or delay termination. Service will not be terminated in the event that a formal or informal complaint concerning termination is filed with the Commission.

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2.7 Discontinuance of Service

2.7.3 Service may be disconnected without notice and without incurring any liability for any of the following reasons:

- A. A condition immediately dangerous or hazardous to life, physical safety or property exists, or it is necessary to prevent a violation of federal, state or local safety or health codes.
- B. The company is ordered to terminate service by any court, the Commission, or any other duly authorized public authority.
- C. In the event of fraudulent use of the Company's network, where the service(s) was (were) obtained, diverted or used without the authorization or knowledge of the Company, the Company will discontinue service without notice and/or seek legal recourse to recover all costs involved in enforcement of this provision.
- D. The Company has tried diligently to meet the notice requirements but has been unsuccessful in its attempt to contact the Customer affected.
- E. The Customer has misrepresented the Customer's identify for purposes of obtaining telephone service and has no or an inadequate security deposit on file with the Company and has an outstanding bill exceeding \$100.
- F. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law.
- G. Upon the Company's discontinuance of service to the Customer under Section 2.7.1 or 2.7.2., the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this Tariff, may declare all future monthly and other charges that would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.8 Cancellation of Application for Service

- 2.8.1** Applications for service cannot be canceled without the Company's agreement. Where the Company permits a Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- 2.8.2** Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs incurred by the Company, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service commenced (all discounted to present value at six percent).
- 2.8.3** Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred by the Company, less net salvage, applies. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- 2.8.4** The special charges described in 2.8.1 through 2.8.3 will be calculated and applied on a case-by-case basis.

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2.9 Changes in Service Requested

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.**2.10 Allowances for Interruptions in Service**

Interruptions in service that are not due to the negligence of, or noncompliance with the provisions of this Tariff by, the Customer or the operation or malfunction of the facilities, power or equipment provided by the Customer, will be credited to the Customer as set forth in 2.6.1 for the part of the service that the interruption affects.

2.10.1 General**A. Service Outage**

A credit allowance will be given when service is interrupted, except as specified below. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a cross-talk, static or other transmission problem, the Company will respond to a Customer' s report of such a "service outage@ in accordance with IDAPA 31.41.01 Rule 503. Customer' s bills will be appropriately and automatically credited pursuant to the terms of Rule 503.

B. Receipt and Recording of Reports

The Company will provide for the receipt of Customer trouble reports at all hours and make a full and prompt investigation of and response to all reports. The Company will maintain an accurate record of trouble reports made by its Customers. This record will include accurate identification of the Customer or service affected, the time, date and nature of the report, the action taken to clear the trouble or satisfy the Customer, and the date and time of trouble clearance or other disposition. This record will be available to the Commission or its authorized representatives upon request at any time within two (2) years of the date of the record.

C. Repair Commitments

Commitments to the Customer for repair service will be set in accordance with Rule 503. The Company will make every reasonable attempt to fulfill repair commitments to its Customers. Customers will be timely notified of unavoidable changes. Failure to meet a repair commitment does not relieve the Company of the credited provisions in Rule 503.01, unless the Customer fails to keep an appointment the Customer agreed to when the original commitment was made

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (Cont'd.)

D. Restoration of Service

When the Company providing local exchange is informed by a Customer of a local exchange service outage, the Company will:

- .1 restore service within sixteen (16) hours after the report of the outage if the Customer notifies the Company that the service outage creates an emergency for the Customer, or
- .2 restore service within twenty-four (24) hours after the report of the outage if no emergency exists, except that outages reported between noon on Saturday and 6:00 p.m. on the following Sunday must be restored within forty-eight (48) hours or by 6:00 p.m. on the following Monday, which ever is sooner. If the Company does not restore service within the times required by this subsection, the Company will credit the Customer' s account for an amount equal to the monthly rate for one (1) month of basic local exchange service.

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SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.10 Allowances for Interruptions in Service, (Cont'd.)

2.10.1 General, (Cont' d.)

E. Extenuating Circumstances

Following disruption of local exchange service caused by natural disaster or other causes not within the Company's control and affecting large groups of Customers, or in conditions where the personal safety on an employee would be jeopardized, the Company is not required to provide the credit referred to in Subsection 503.01 as long as it uses reasonable judgment and diligence to restore service, giving due regard for the needs of various Customers and the requirements of the telecommunications service priority (TSP) program ordered in FCC Docket 88-341. When a Customer causes the Customer's own service outage or does not make a reasonable effort to arrange a repair visit within the service restoration deadline, or when the Company determines that the outage is attributable to the Customer's own equipment or inside wire, the Company is not required to provide to that Customer the credit referred to in Subsection 503.01.

F. Compliance Standard

Each month at least ninety percent (90%) of out-of-service trouble reports will be cleared in accordance with Subsection 503.01 and 503.02. The Company will keep a monthly service record as described in Subsection 502.01 and will notify the Commission whenever the record indicates the ninety percent (90%) level has not been met for a period of three (3) consecutive months.

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2.11 Cancellation of Service/Termination Liability

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in Section 2.10.1 above), the Customer agrees to pay to the Company termination liability charges, as defined below. These charges shall become due as of the effective date of the cancellation or termination and be payable within the period, set forth in Section 2.6.2.

2.11.1 Termination Liability

The Customer's termination liability for cancellation of service shall be equal to:

- A. all unpaid Non-Recurring charges reasonably expended by the Company to establish service to the Customer; plus
- B. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by the Company on behalf of the Customer; plus
- C. all Recurring Charges specified in the applicable Service Order Tariff for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D. minus a reasonable allowance for costs avoided by the Company as a direct result of the Customer's cancellation.

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2.12 Cancellation of Service by Customer

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

2.13 Transfers and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- 2.13.1 to any subsidiary, parent company or affiliate of the Company; or
- 2.13.2 pursuant to any sale or transfer of substantially all the assets of the Company; or
- 2.13.3 pursuant to any financing, merger or reorganization of the Company.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.14 Customer Liability for Unauthorized Use of the Network

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

2.14.1 Customer Liability for Fraud and Unauthorized Use of the Network

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

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

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

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

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2.15 Use of Customer's Service by Others

2.15.1 Joint Use Arrangements

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.16 Notices and Communications

- 2.16.2** The Customer shall designate on the service order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.16.3** The Company shall designate on the service order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.16.4** Except as otherwise stated in this Tariff, all notices or other communications required to be given pursuant to this Tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.16.5** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 2.0 - RULES AND REGULATIONS, CONT' D.

2.17 Universal Emergency Telephone Number Service (911)

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the numbers 911 will reach the emergency report center for the telephone from which the number is dialed or will be routed to an operator if all lines to an emergency report center are busy. If no emergency report center Customer exists for a central office entity, a telephone user who dials the number 911 will be routed to an operator. No call-specific charges apply to 911 calls.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 3.0 - SERVICE AREAS

3.1 Exchange Service Areas

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

- 1) Qwest.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES

4.1 Service Order and Change Charges

4.1.1 General

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

Primary Line Connection Charge: Applies to requests for initial connection or establishment of telephone service with the Company.

Secondary Line Connection Charge: Applies to installation of a second or additional access line.

Moves: Applies to Customer request for a move or change in the physical location of the access line.

Transfer of Service: Applies to Customer request for a change in the service location.

Telephone Number Change: Applies to Customer request for a change of the Customer telephone number.

Service Order Changes/Adds: Applies to Customer requests for changes in service or additional to services, not including the addition of calling features.

Calling Feature Adds: Applies to Customer requests for addition of calling features.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.1 Service Order and Change Charges, Cont'd.

4.1.2 Rates

	<u>Residence</u>	<u>Business</u>
Line Connection Charge		
Primary Line	\$45.00	\$75.00
Secondary Line	\$45.00	\$75.00
Moves, per line	\$25.00	\$45.00
Transfer of Service, per order	\$15.00	\$45.00
Telephone Number Change	\$15.00	\$25.00
Service Order Changes/Adds	\$15.00	\$25.00
Call Feature Adds, per feature	\$5.00	\$10.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.2 Restoral Charge

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

	<u>Residence</u>	<u>Business</u>
Restoration after temporary denial, but prior to completion of order to discontinue service	\$15.00	\$25.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.3 Temporary Suspension of Service

Upon the request of the Customer and where equipment arrangements permit, service may be temporarily suspended for a period not to exceed nine months. Suspension of service and restoral may begin or terminate on any day of the month provided notice is given sufficiently in advance for arrangements to be made. Service will be disconnected to the extent necessary to assure that no inward or outward service will be available during the period of suspension. The monthly rate for service during the period of the temporary suspension is dependent upon the service plan to which the Customer is subscribed.

	<u>Residence</u>	<u>Business</u>
Nonrecurring Charge	\$10.00	\$25.00

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SECTION 4.0 - SERVICE CHARGES AND SURCHARGES, CONT'D.

4.4 Public Telephone Surcharge

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

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

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

Rate Per Call: \$0.50

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE

5.1 General

5.1.1 Call Timing for Usage Sensitive Services

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 5.1.1** Calls are measured in durational increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 5.1.2** Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s).
- 5.1.3** Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 5.1.4** Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 5.1.5** All times refer to local time.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.1 General, Cont'd.

5.1.2 Calculation of Distance

The Company does not rate calls based on mileage or distance.

5.1.3 Rate Periods for Time of Day Sensitive Services

The Company does not rate calls based on time of day.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.2 Integrated Voice Services 1

Integrated Voice Services 1 provides four (4) telephone lines and includes the following features at no additional charge: Call Forwarding, Call Waiting, Block Call Waiting, 3-Way Calling, Block Caller ID, Caller ID with Number, Caller ID with Name, Block 900, Block 976, and 1 line hunting group.

Integrated Voice Services 1 also includes, at no additional charge, unlimited local calling and an allowance of 1,500 minutes of use for combined intraLATA toll and intrastate and interstate interLATA toll usage, and one directory listing per service location. Any unused portion of the usage allowances will not carry forward to the following month. For toll usage beyond the 1,500 minute allowance, Customers can choose GC Pivotal long distance calling plans described in Section 7.3 of this Tariff. Absent the Customer's election of such a plan, Customer interLATA and intraLATA intrastate toll calls are billed in accordance with Section 7.2 of this Tariff.

Customers seeking to purchase Integrated Voice Services 1 must also purchase GC Pivotal DSL services on the same line and in accordance with Covad's terms and conditions for data services.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.2 Integrated Voice Services 1, (Cont'd.)

5.2.1 Rates

Non-Recurring Charges

Customers with existing GC PivotalDSL who are adding GC PivotalIntegrated Voice Services shall be charged a \$199.00 Non-Recurring Installation Charge.

Customers ordering new GC PivotalIntegrated Voice Services shall be charged a \$275.00 Non-Recurring Installation Charge.

Integrated Voice Services 1 Monthly Rates

One-year term:	\$200.00
Two-year term:	\$190.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.3 Integrated Voice Services 2

Integrated Voice Services 2 provides eight (8) telephone lines and includes the following features at no additional charge: Call Forwarding, Call Waiting, Block Call Waiting, 3-Way Calling, Block Caller ID, Caller ID with Number, Caller ID with Name, Block 900, Block 976, and 1 line hunting group.

Integrated Voice Services 2 also includes, at no additional charge, unlimited local calling, allowances (as described below and in Section 7 of this Tariff) for combined intraLATA toll and intrastate and interstate interLATA toll, and one directory listing per service location. Any unused portion of the usage allowances will not carry forward to the following month.

Integrated Voice Services 2 also includes, at no additional charge, unlimited local calling and an allowance of 3,000 minutes of use for combined intraLATA toll and intrastate and interstate interLATA toll usage, and one directory listing per service location. Any unused portion of the usage allowances will not carry forward to the following month. For toll usage beyond the 3,000 minute allowance, Customers can choose GC Pivotal long distance calling plans described in Section 7.3 of this Tariff. Absent the Customer's election of such a plan, Customer interLATA and intraLATA toll calls are billed in accordance with Section 7.2 of this Tariff.

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 5.0 – LOCAL EXCHANGE SERVICE, CONT'D.

5.3 Integrated Voice Services 2, (Cont'd)

5.3.1 Rates

Customers seeking to purchase Integrated Voices Services 2 must also purchase GC PivotalDSL services on the same line and in accordance with Covad's terms and conditions for data services.

Non-Recurring Charges

Customers with existing GC Pivotal DSL who are adding GC Pivotal Integrated Voice Services shall be charged a \$199.00 Non-Recurring Installation Charge.

Customers ordering new GC Pivotal Integrated Voice Services shall be charged a \$275.00 Non-Recurring Installation Charge.

Integrated Voice Services 2 Monthly Rates

One-year term:	\$400.00
Two-year term:	\$380.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES

6.1 Directory Assistance Services

6.1.1 Local Directory Assistance

A. General

A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service. A Customer can also receive assistance by writing the Company with a list of names and addresses for which telephone numbers are desired.

B. Regulations

There are no call allowances for Directory Assistance Services. A Directory Assistance Charge applies for each call to Directory Assistance for telephone number(s), area code(s), and/or general information requested from the Directory Assistance operator except as follows:

- a) Calls from coin telephones, including COCOTS (Customer Owned Coin Operated Telephone Sets).
- b) Requests in which the Directory Assistance operator provides an incorrect number. The Customer must inform the Company of the error in order to receive credit.
- c) Customer experiences poor transmission or is cut-off during the call.
- d) Customers will be provided with a maximum of two (2) telephone numbers for each call to Directory Assistance.

C. Rates

Per Call to Directory Assistance: \$1.25

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.1 Directory Assistance Services, Cont'd.

6.1.2 Local Call Completion

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

Local, Per Call: \$0.35

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.1 Directory Assistance Services, Cont'd.

6.1.3 Nationwide Directory Assistance

Nationwide Directory Assistance is a service whereby Customers may request assistance in determining listing information on a nationwide basis. Requests for local or intraLATA listings are billed under the basic Directory Assistance charges as described in this Section. The regulations and rates set forth below apply to all calls from Customers who request assistance in determining telephone number information of subscribers who are located outside their LATA.

The Customer will be charged for each call. Customer may request up to two listings per call. The nationwide listing rate applies per call whether or not a number is provided; this includes requests for numbers which are non-published or non-listed.

There are no billing exemptions or allowances for Nationwide Directory Assistance.

Local, Per Call: \$0.95

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.**6.2 Local Operator Service**

Local calls may be completed or billed with the live or mechanical assistance by the Company's operator center. Calls may be billed collect to the called party, to an authorized 3rd party number, to the originating line, or to a valid authorized calling card. Local calls may be placed on a station to station basis or to a specified party (see Person to Person), or designated alternate. Usage charges for local operator assisted calls are those usage charges that would normally apply to the calling party's service. In addition to usage charges, an operator assistance charge applies to each call:

6.2.1 RatesUsage Rates

Usage charges will be billed at the rate in effect for the presubscribed service plan purchased by the Customer. See Section 5 of this Tariff.

Per Call Service Charges

Calling Card - Automated	\$0.56
Calling Card - Operator Dialed	\$0.95
Billed to Third Number	\$1.30
Collect	\$1.30
Person-to-Person	\$3.50

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.3 Busy Line Verification and Emergency Interrupt Service

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

If the Customer has the operator interrupt a call, both the Busy Line Verification and the Emergency Interrupt charge will apply.

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

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

Busy Line Verification:	\$1.50
Busy Line Interrupt	\$3.00

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.4 Directory Listing Service

6.4.1 Directory Listing Definitions

Primary Listing - One listing, termed the primary listing, is included with each Customer's service with the primary line of a line hunting group and with each Joint User service.

Non-Listed Number (Private Directory Service) - A Non-Listed Number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

Non-Published Number (Semi-Private Directory Service) - A Non-Published Number will be furnished at the Customer's request. A Non-Published Number is not listed in the telephone Company's directories, or on directory assistance records. Listing information (name, address and number) on a Non-Published Number is not available to the general public.

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

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 6.0 – SUPPLEMENTAL SERVICES, CONT'D.

6.4 Directory Listing Service, Cont'd.

6.4.2 Rates

	Monthly Recurring Charge	
	<u>Residence</u>	<u>Business</u>
Primary Listing	\$0.00	N/A
Additional Listings	\$1.43	N/A
Non-Listed Number, per line	\$0.71	N/A
Non-Published Number, per account	\$1.20	N/A

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LOCAL EXCHANGE SERVICES TARIFF

SECTION 7.0 - LONG DISTANCE SERVICES

7.1 General

Interexchange Long Distance services offered by the Company are described in the Company's Idaho Tariff No. 1.

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EXHIBIT F

Applicant's Statement

STATE OF ARIZONA

COUNTY OF MARICOPA

§
§
§

VERIFICATION

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



Richard Garner
Secretary and Treasurer
GC Pivotal, LLC

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


Notary Public

My commission expires May 15, 2018

