

GC Pivotal, LLC dba Global Capacity  
P.S.C. No. 1 - Telephone  
Effective Date: April 20, 2019

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INTRASTATE TELECOMMUNICATIONS TARIFF

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***This Tariff, PSC No. 1 - Telephone of GC Pivotal, LLC dba Global Capacity cancels and replaces the PSC No. 1 tariff initially filed by GC Pivotal, LLC in its entirety.***

**GC PIVOTAL, LLC DBA GLOBAL CAPACITY**

**REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES APPLYING TO  
COMMUNICATIONS SERVICES WITHIN  
THE STATE OF NEW YORK**

**APPLICABLE IN NEW YORK**

This Tariff, filed with the New York Public Service Commission, contains the rates, terms and conditions applicable to the provision of Point-to-Point Private Line Data Services and Internet Access Services in the State of New York by GC Pivotal, LLC. This Tariff is on file with the New York Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business, 7900 Tysons One Place, Suite 1450 McLean, VA 22102.

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Issued by:

Tony Hansel; Vice President, Deputy General Counsel  
7900 Tysons One Place, Suite 1450  
McLean, VA 22102

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Contacting the Public Service Commission

In the case of a dispute between the Customer and the Company which cannot be resolved with mutual satisfaction, the Customer may file a complaint by contacting the New York State Department of Public Service by phone, online or by mail.

1. By Phone:

Helpline (for complaints/inquiries):

1-800-342-3377 for Continental United States or,  
1-800-662-1220 for Hearing/Speech Impaired: TDD or,  
518-472-8502 for fax

2. Online:

<http://www.dps.ny.gov/complaints.html> or,

3. By Mail:

NYS Department of Public Service  
Office of Consumer Services  
3 Empire State Plaza  
Albany, NY 12223-1350

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**1. EXPLANATION OF SYMBOLS**

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

- (C) To signify a change in regulation or text.
- (D) To signify a reduced rate.
- (I) To signify increased rate.
- (M) To signify a move in the location of text.
- (N) To signify new rate or regulation.
- (O) To signify an omission.
- (T) To signify a temporary rate and/ or surcharge.

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**2. APPLICATION OF TARIFF**

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

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

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**3. DEFINITIONS**

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

- A. Bit - The smallest amount of information in the binary system of notation.
- B. Cable Facilities -A copper, coaxial and/or fiber optic cable network with associated repeater amplifiers and coupling devices which provides the path for transmission of signals to or from the Customer's or User's Premises.
- C. Customer - The person, firm, corporation or other legal entity which contracts with the Company to receive telecommunications services from the Company.
- D. Circuit - A communications path of a specific bandwidth or transmission speed between two or more points of termination.
- E. Facilities -All Company-owned or operated equipment and Cable Facilities used to provide telecommunications services.
- F. Individual Case Basis - A service arrangement for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined on an Individual Customer Basis (ICB). ICB rates will be structured to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.
- G. Premises -A building or structure on property not separated by a public right-of-way. The property may be divided by a private right-of-way or easement, such as a railroad right-of-way.
- H. Private Line Service - An unswitched full-time transmission service utilizing the Facilities to connect two or more designated Customer or User locations.
- I. Terminating Facilities - All equipment placed in a structure that converts the transmitted signal to a requested service type, connects the structure to the Company's network and provides a point of interface/connection to which the Customer can connect its equipment. This equipment may include electronic equipment, cable, wiring, connecting panels and blocks.
- J. User - A person, firm, or corporation designated as a user of common carrier services furnished to the Customer. A User must be specifically named in the Customer's application for services.

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**4. PROVISION OF SERVICE**

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

**5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES**

- A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:
1. The Customer has entered into a written contract with the Company;
  2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
  3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this Tariff and the contract entered into between the Customer and the Company.
- B. Customer is Responsible for:
1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
  2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
  3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
  4. The provision of the power, wiring, and outlets required to operate the Facilities installed on the Customer's or User's Premises.

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**5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)**

B. Customer is Responsible for:

5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.
6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
9. Any breach of the terms and conditions contained in this Tariff or in the contract between the Customer and the Company governing service.

- C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this Tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer by the fifteenth of each month at the Customer's general office or at such other places as may be designated by the Customer, which are due and payable upon receipt at the Customer's general office or at such other places as may be designated by the Customer. The unpaid balance may be subject to a late payment charge in the amount of 1.5% of the unpaid balance. The late payment charge shall not include previously accrued late payment charges. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 9 of this Tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.

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**5. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES**  
**(cont.)**

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

Customer Service Department  
Customer Advocate Manager  
GC Pivotal, LLC dba Global Capacity  
7900 Tysons One Place, Suite 1450  
McLean, VA 22102  
Telephone: +1 877 385 5252  
Facsimile: (312) 673-2422

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

New York Department of Public Service  
Office of Consumer Services  
3 Empire State Plaza  
Albany, NY 12223  
Toll Free: (800) 342-3377  
[http://www3.dps.ny.gov/ocs/itgate.nsf/\(webDPS\\_welcome\)?OpenForm](http://www3.dps.ny.gov/ocs/itgate.nsf/(webDPS_welcome)?OpenForm)

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**6. OBLIGATIONS OF THE COMPANY**

- A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this Tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.
- B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.
- C. Limitations on Liability:
1. The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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**6. OBLIGATIONS OF THE COMPANY (cont.)**

C. Limitations on Liability: (cont.)

2. The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name of service mark, unfair competition, interference with or misappropriation of violation of any contract, proprietary of creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this tariff; or for any act or omission of the Customer or Subscriber; or for any personal injury or death caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
3. The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
4. Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim of loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, (including services and facilities involved in emergency calling activity) or transmission provided under this tariff shall not exceed an amount equivalent to the prorate charge to the Customer or Subscriber for the period of service of facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days..

D. Provision of Facilities:

1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

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**7. SPECIAL CONSTRUCTION**

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

- A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefore, shall constitute grounds for denial of the requested service by the Company.
- B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

**8. SPECIAL CHARGES**

- A. Out-of-Normal Work Hours: The charges specified in this Section do not contemplate work being performed by Company employees at a time when overtime wages apply, due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge may be imposed, equal to the actual higher costs incurred by the Company for overtime and materials.
- B. Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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**9. SERVICE CANCELLATIONS**

A. Discontinuance of Service by the Company:

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

1. Non-payment of any sum due to the Company by a Customer; or
2. A breach of any of Customer's representations or warranties contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this Tariff or in the contract for service between the Customer and the Company.

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

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

C. Cancellation of Application for Service:

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

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**10. SERVICE INTERRUPTIONS**

- A. General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.
- B. Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.
- C. Credits: The amount of credit for any service interruption, if any, shall be specified in the contract between the Customer and the Company.

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**11. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

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

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

**12. PROMOTIONAL OFFERINGS**

12.1 Special Promotions

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

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**13. CRITICAL FACILITIES ADMINISTRATION SERVICE**

13.1 Program Overview

- a. Facilities-based carriers are responsible to provide data on the physical path of qualified circuits to customers who request such information. Such carriers are required to maintain facilities associated with qualified circuits in such a manner as to ensure that notification of a change in the physical routing of a qualifying circuit is communicated quickly to the affected customer, and the physical path data promptly updated. Such carriers will maintain the data and establish appropriate methods of identification and authentication to secure the data and restrict access by each customer to information relative to that customer's qualifying circuits.
- b. Customers are required to demonstrate for each qualifying circuit that the circuit has been registered under the federal Telecommunications Service Priority program in order to participate.

13.2 Customer Obligations

Customers participating under the Critical Facilities Administration program will be required to:

- a. Identify critical facilities by enrolling circuits in the federal Telecommunications Service Priority program, and demonstrating the sponsorship of a federal agency supporting the designation of those circuits as qualifying under the federal Telecommunications Service Priority program. Such circuits will be referred to as "qualifying circuits."
- b. Subscribe to the Critical Facilities Administration service offered by their carrier, and identify which qualifying circuits it wishes to enroll in the service. Such circuits will be referred to as "subscribed circuits."

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**13. CRITICAL FACILITIES ADMINISTRATION SERVICE (cont.)**

13.3 Carrier Obligations

Facilities-based carriers will be obligated to identify the physical path of each subscribed circuit as follows:

- a. Physical path information will be provided by reference to the latitude and longitude coordinates of suitable points along the circuit's path (e.g., cable entrances to buildings, manholes, riser poles, cross boxes, carrier equipment cabinets, and other circuit access points in the outside plant of the carrier) so as to allow the customer to ascertain with a reasonable degree of accuracy the actual physical path of each subscribed circuit.
- b. Physical path information for newly provisioned subscribed circuits is to be available to the customer within 5 business days after the circuit has been installed, and within 15 business days for existing, in-place subscribed circuits.
- c. Any planned moves, changes, or rearrangements that affect the physical path of a subscribed circuit are to be communicated at least 24 hours in advance to the customer, and information related to a move, change, or rearrangement that was as a result of unplanned activity is to be provided within 24 hours of the change.
- d. Updated information regarding the revised physical path of subscribed circuits would be available to the customer within 5 business days for planned actions, and within 15 business days for unplanned activities.
- e. Provision of the service would be suspended altogether in the instance of a major telephone outage. Once restored to service, current physical path information for a subscribed circuit would be developed and made available to the customer within ninety days of the restoration of service.
- f. The carrier must establish a secure database or other means that would allow the customer to obtain information of the physical path for only its subscribed circuits, subject to appropriate authentication and authorization. Where practicable, the information should be made available on a 24 hour by seven day basis.

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**13. CRITICAL FACILITIES ADMINISTRATION SERVICE (cont.)**

13.4 Rates

Rates for CFA are based upon the time required to collect the circuit path data. The company will give the customer a good faith estimate of the time period needed to perform the requested service. The customer will be billed those charges, along with the tariff charges established by any connecting carrier for the service.

Rates and Charges: ICB

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**14. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY**

14.1 General

- a. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

- b. The TSP program has two components, restoration and provisioning.
- i. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
- ii. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

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INTRASTATE TELECOMMUNICATIONS TARIFF

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**14. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (cont.)**

14.2 TSP Request Process – Restoration

To request a TSP restoration priority assignment, a prospective TSP user must:

- a. determine that the user's telecommunications service supports an NS/EP function under one of the following four TSP categories.
  1. National Security Leadership
  2. National Security Posture and U.S. Population Attack Warning
  3. Public Health, Safety, and Maintenance of Law and Order
  4. Public Welfare and Maintenance of National Economic Posture
- b. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
- c. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
- d. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
- e. Submit the SF 315 to the OPT.
- f. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

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**14. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (cont.)**

14.3 TSP Request Process – Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 15.2 above for restoration priority assignment except for the following differences. The user should:

- a. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 15.2.a above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
- b. Verify that the Company cannot meet the service due date without a TSP assignment.
- c. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

14.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- a. Identify telecommunications services requiring priority.
- b. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end-user's TSP Authorization Code(s).
- c. Accept TSP services by the service due dates.
- d. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.

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**14. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (cont.)**

14.4 Responsibilities of the End-User (cont.)

- e. Pay the Company any authorized costs associated with priority services.
- f. Report to the Company any failed or unusable services with priority levels.
- g. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- h. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

14.5 Responsibilities of the Company

The Company will perform the following:

- a. Provide TSP service only after receipt of a TSP authorization code.
- b. Revoke TSP services at the direction of the end-user or OPT.
- c. Ensure that TSP Program priorities supersede any other telecommunications priority that may be provided (other than control services and order wires).
- d. Designate a 24-hour point of contact to receive reports of TSP service outages from TSP service users.
- e. Designate a 24-hour point of contact to coordinate TSP processes with the OPT.
- f. Confirm completion of TSP service order activity to the OPT.
- g. Participate in reconciliation of TSP information at the request of the OPT.
- h. Ensure that all subcontractors complete reconciliation of TSP information with the service vendor.
- i. Ensure that other carriers supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NS/EP services.

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**14. EMERGENCY/ CRISIS/ DISASTER RESTORATION AND PROVISIONING  
TELECOMMUNICATIONS SERVICE PRIORITY (cont.)**

14.5 Responsibilities of the Company (cont.)

- j. Assist in ensuring that priority level assignments of NS/EP services are accurately identified "end-to-end" by providing to subcontractors and interconnecting carriers the restoration priority level assigned to a service.
- k. Disclose content of the NS/EP TSP database only as may be required by law.
- l. Comply with regulations and procedures supplemental to and consistent with guidelines issued by the OPT.

14.6 Preemption

When spare facilities are not available, it may be necessary for the Company to preempt the facilities required to provision or restore a TSP service. When preemption is necessary, non-TSP services may be preempted based on the Company's best judgment. If no suitable spare or non-TSP services are available, the Company may preempt an existing TSP service to restore a TSP service with a higher restoration priority assignment. When preemption is necessary, prior consent of the service user whose service will be preempted is not required; however, the Company will make every reasonable effort to notify the preempted customer of the action to be taken.

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**15. FLEXIBLE PRICING**

15.1 General

Flexible Pricing sets minimum and maximum rates that can be charged for telephone service. The Company may change a specific rate within the range of the established minimum and maximum rates on one day's notice to customers and the Public Service Commission.

15.2 Conditions

- a. The Company reserves the right to change prices at any time subject to regulatory requirements by filing a revised Rate Attachment with the Commission.
- b. Individual written notice to Customers of rate changes shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved.
- c. A rate shall not be changed unless it has been in effect for at least thirty (30) days.
- d. A customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the customer notifies the Company of its desire to disconnect service within twenty (20) days of receiving notification of the price increase.

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**16. SPECIAL SERVICES AND PROGRAMS**

16.1 Lifeline Telephone Service

Lifeline Telephone Service is a federal program which supports universal service through reimbursement to Eligible Telecommunications Carriers (ETC). for information regarding this program and requirements to become an ETC, refer to Section 214(e)(2) and 214(e)(6) of the Telecommunications Act of 1934( as amended) and Sections 54.101-54.207 of the Rules of the Federal Communications Commission (Title 47-Code of Federal Regulations)

16.1.1 Lifeline Telephone Service Options

a. Flat Rate Lifeline Service

This service provides a full waiver of the monthly subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution) for flat rate Lifeline customers.

b. Basic Lifeline Service

This service provides a full waiver of the monthly federal subscriber line charge plus a reduction of \$1.75 in the monthly Service Line rate (which is offset by a Federal intrastate revenue contribution) for message rate Lifeline customers. There is no monthly allowance for local calls. Primary area and Home Region calls are untimed. Extended area calls (where available) are timed.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.1 Lifeline Telephone Service (cont.)

16.1.2 Eligibility

This service is restricted to low income residential customers. to qualify for Lifeline service a customer must be income eligible for benefits from any one of the following Entitlement Programs administered by the New York State Department of Social Services:

- a. Aid to Families with Dependent Children (AFDC)
- b. Food Stamps
- c. Home Energy Assistance Program (HEAP)
- d. Home Relief
- e. Medicaid
- f. Supplemental Security Income (SSI)

The applicant must provide proof to the Company that he or she is certified as income eligible to receive one or more of the above benefits. After initial contact the customer is sent an application form to be completed by the customer or authorized representative of the customer, as designated by the New York State Department of Social Services and identified as so authorized on the customer's card for any of the above benefits.

In addition, applicants are eligible for discounted Life Line rates when approved to receive either a Veterans Disability Pension or a Veterans Surviving Spouse Pension. Applicants must provide proof to the Company that they are receiving one of these pensions.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.1 Lifeline Telephone Service (cont.)

16.1.2 Eligibility (cont.)

Life Line services are effective upon receipt of a completed and signed form or an application form certified from an entity authorized by the Company. If the form is not returned, no further action is taken by the Company to establish eligibility. The Life Line discount is credited as of the service connection date.

An individual's eligibility may be documented by information obtained by the Company as a result of enrollment programs, including but not limited to confidential computerized matching programs, conducted by the Company in conjunction with the New York State Department of Social Services (DSS) and/or the New York City Community Development Agency (CDA).

The Company, in coordination with appropriate agencies, will periodically verify each Lifeline customer's eligibility. If a customer is identified as being ineligible, the customer will be notified that unless the information is shown to be in error, the Lifeline discount will be discontinued. The customer will be billed for discounts received for any period in which he or she is proven to be ineligible for the service.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.1 Lifeline Telephone Service (cont.)

16.1.3 Charges.

A qualified customer may choose one of the Lifeline services as described above. for connection of new service, service connection charges apply unless the customer qualifies for connection assistance under the Link Up America plan as outlined in 16.2, following.

Service connection charges do not apply to change existing service from:

- a. Message Rate Service to Basic Lifeline Service;
- b. Basic Lifeline Service to Message Rate Service.
- c. Flat Rate Service to Flat Rate Lifeline service;
- d. Flat Rate Lifeline Service to Flat Rate Service.

16.2 Link Up America

The Link Up America program is a connection assistance plan which provides for the reduction of one-half of the charges associated with connection of telephone service, up to \$30.00.

16.2.1 Eligibility Criteria:

- a. The applicant must meet the requirements for qualification for Lifeline Telephone Service stipulated in 8.1.2, above;
- b. The assistance can only apply for a single telephone line at the principal place of residence of the applicant;
- c. The applicant must not be a dependent for federal income tax purposes, unless he or she is more than 60 years old.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.3 Special Equipment for The Hearing or Speech Impaired Customer

- 16.3.1 As required by Section 92-a of New York State Public Service Law, the Company will provide, upon request, specialized telecommunications equipment for a customer certified as hearing or speech impaired.
- 16.3.2 A customer can be certified as hearing or speech impaired by a licensed physician, otolaryngologist, speech-language pathologist, audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairments in cooperation with an official agency of the State of New York.
- 16.3.3 The Company will make every reasonable effort to locate and obtain equipment for a certified customer.
- 16.3.4 The customer may purchase equipment at a price not to exceed the actual purchase price (including any applicable shipping costs) the Company pays.
- 16.3.5 The Company will also advise the customer who requests this equipment of the applicable terms for purchase.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.4 Discounted Service for The Hearing or Speech Impaired Customer (cont.)

16.4.1 General

A handicapped person who has been certified to the Company as having a hearing or speech impairment which requires that he or she communicate over telephone facilities by means other than voice, and who either use non-voice equipment or make calls through an interpreter, will receive, upon application to the Company, a 50% discount on local message rate service.

16.4.2 Certification

Acceptable certifications are:

- a. Those made by a licensed physician, otolaryngologist, speech-language pathologist or audiologist or an authorized representative of a social agency that conducts programs for persons with hearing or speech impairment in cooperation with an official agency of the State of New York, or
- b. A pre-existing certification establishing the impairment of hearing or speech such as those which qualify the handicapped person for social security benefits on the basis of total hearing impairment or for the use of facilities of an agency for a person with hearing or speech impairment.

16.4.3 Qualification

A customer qualifying for the discount is one whose impairment is such that competent authority would certify him or her as being unable to use a telephone for voice communication. See Section 11, "Handicapped Person," for a listing of the necessary qualifications.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.4 Discounted Service for The Hearing or Speech Impaired Customer (cont.)

16.4.4 Billing

The reduction in charges is applied only at one location, designated by the impaired person.

16.5 Universal Emergency Telephone Number Service

Universal Emergency Telephone Number Service (911 Service) is an arrangement of Company central office and trunking facilities whereby any telephone user who dials the number 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. The telephone user who dials the 911 number will not be charged for the call.

16.6 New York Relay Service

16.6.1 General

The Company will provide access to a telephone relay center for New York Relay Service. The service permits telephone communications between hearing and/or speech impaired individuals who must use a Telecommunications Device for the Deaf (TDD) or a Teletypewriter (TTY) and individuals with normal hearing and speech. The Relay Service can be reached by dialing an 800 number. Specific 800 numbers have been designated for both impaired and non-impaired customers to use.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.6 New York Relay Service (cont.)

16.6.2 Regulations

- a. Only intrastate calls can be completed using the New York Relay Service under the terms and conditions of this tariff.
- b. Charges for calls placed through the Relay Service will be billed as if direct distance dialed (DDD) from the point of origination to the point of termination. The actual routing of the call does not affect billing.
- c. Calls through the Relay Service may be billed to a third number only if that number is within New York State. Calls may also be billed to calling cards issued by the Company or other carriers who may choose to participate in this service.
- d. The following calls may not be placed through the Relay Service:
  1. calls to informational recordings and group bridging service;
  2. calls to time or weather recorded messages;
  3. station sent paid calls from coin telephones; and
  4. operator-handled conference service and other teleconference

calls.

16.6.3 Liability

The Company contracts with an outside provider for the provision of this service. The outside provider has complete control over the provision of the service except for the facilities provided directly by the Company. In addition to other provisions of this Tariff dealing with liability, in the absence of gross negligence or willful misconduct on the part of the Company, the Company shall not be liable for and the customer, by using the service, agrees to release, defend and hold harmless for all damages, whether direct, incidental or consequential, whether suffered, made, instituted or asserted by the customer or by any other person, for any loss or destruction of any property, whatsoever whether covered by the customer or others, or for any personal injury to or death of, any person. Notwithstanding any provision to the contrary, in no event shall the Company be liable for any special, incidental, consequential, exemplary or punitive damages of any nature whatsoever.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.7 Special Credit Card for Blind and Disabled Persons

16.7.1 General

Persons who are blind or whose disability causes difficult with hand and finger coordination and use of a telephone qualify for a Special Credit Card. The card may be used from any telephone within the Company's territory to place calls within and outside the state of New York at a special rate or to place calls from a telephone outside of the Company's territory, but within the state of New York at rates applicable to the territory from which the call is made.

16.7.2 Rates

Within the Company's Territory:

Station to station toll calls placed with operator assistance will be billed at the lower rate normally applicable to calls placed without operator assistance. Local calls cannot be charged to the card. Person-to-person calls charged to the card with be billed at the higher operator handled rate.

Outside the Company's Territory, but within New York State:

All rates, charges, billing and restriction in effect in the territory from which the call is made will apply.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.7 Special Credit Card for Blind and Disabled Persons (cont.)

16.7.3 Qualification

The follow criteria will be used to determine eligibility for the Special Credit Card:

1. "Legally Blind" - those whose visual acuity is 20/200 or less in the better eye with correcting glasses or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
2. "Physically Handicapped" - those who are certified by competent authority as unable to read or use ordinary printed materials as result of physical limitations.
3. Persons whose disabling condition causes difficulty with hand and finger coordination and utilization of a coin or noncoin telephone. Acceptable certifications are those made by a licensed physician, ophthalmologist or optometrist.

16.7.4 Billing Authorization

Responsibility for payment of charges may be handled in one of two ways:

1. The handicapped person (the applicant) may accept responsibility for payment of his or her own bill. in this case, the applicant must be 18 years of age or older and must reside within the Company's service territory, but he or she does not need to have other service from the Company.
2. Another party may agree to accept responsibility for payment of charges incurred through use of the Special Credit Card by the applicant. When this option is chosen, the person accepting this responsibility must be 18 years of age or older, but does not need to reside within the Company's service territory.

In either case, the applicant is the only authorized user of the Special Credit Card. If the person accepting payment responsibility has service within the Company's service territory, charges will be billed on a regular monthly bill; otherwise a separate bill will be sent.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.8 School and Libraries Discount Program

16.8.1 General

The Schools and Libraries Discount Program permits eligible schools (public and private, grades Kindergarten through 12) and libraries to purchase the Company services offered in this tariff and the (additional company tariff references, if appropriate) at a discounted rate, in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Opinion and Order 97-11 Adopting Discounts for Services for Schools and Libraries, issued June 25, 1997. The Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.500 et. seq.

As indicated in the Rules, the discounts will be between 20 and 90 percent of the pre-discount price, which is the price of services to schools and libraries prior to application of a discount. The level of discount will be based on an eligible school or library's level of economic disadvantage and by its location in either an urban or rural area. A schools level of economic disadvantage will be determined by the percentage of its students eligible for participation in the national school lunch program, and a library's level of economic disadvantage will be calculated on the basis of school lunch eligibility in the public school district in which the library is located. A non-public school may use either eligibility for the national school lunch program or other federally approved alternative measures to determine its level of economic disadvantage. to be eligible for the discount, schools and libraries will be required to comply with the terms and conditions set forth in the Rules.

Discounts are available only to the extent that they are funded by the federal universal service fund. Schools and libraries may aggregate demand with other eligible entities to create a consortium.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.8 School and Libraries Discount Program (cont.)

16.8.2 Regulations

- a. Obligation of eligible schools and libraries - Requests for service
  1. Schools and libraries and consortia shall participate in a competitive bidding process for all services eligible for discounts, in accordance with any state and local procurement rules.
  2. Schools and libraries and consortia shall submit requests for services to the Schools and Libraries Corporation, as designated by the FCC, and follow established procedures.
  3. Services requested will be used for educational purposes.
  4. Services will not be sold, resold or transferred in consideration for money or any other thing of value.
- b. Obligations of the Company
  1. The Company will offer discounts to eligible schools and libraries on commercially available telecommunications services contained in this tariff. Those services contained in this tariff which are excluded from the discount program, in accordance with the Rules, are included as an attachment to this tariff.
  2. The Company will offer services to eligible schools, libraries and consortia at prices no higher than the lowest price it charges to similarly situated non-residential customers for similar services (lowest corresponding price).
  3. in competitive bidding situations, the Company may offer flexible pricing or rates other than in this tariff, where specific flexible pricing arrangements are allowed, subject to New York State Public Service Commission approval.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.8 School and Libraries Discount Program (cont.)

16.8.3. Discounted Rates for Schools and Libraries

- a. Discounts for eligible schools and libraries and consortia shall be set as a percentage from the pre-discount price, which is the price of services to schools and libraries prior to application of a discount.
- b. The discount rate will be applied to eligible intrastate services purchased by eligible schools, libraries or consortia.
- c. The discount rate is based on each school or library's level of economic disadvantage as determined in accordance with the FCC Order or other federally approved alternative measures (as permitted by the Rules) and by its location in either an urban or rural area.
- d. The discount matrix for eligible schools, libraries and consortia is included as Addendum C to this tariff.

16.9 Health Care Providers Support Program

16.9.1 General

The purpose of the Health Care Providers Support Program is to enable public and non-profit rural health care providers to have access to telecommunications services necessary for the provision of health care services at rates comparable to those paid for similar services in urban areas. The Health Care Providers Support Program offers eligible public and non-profit health care providers located in rural areas reduced rates for Company intrastate services, available in this Tariff. Such services must be purchased in accordance with the Rules adopted by the Federal Communications Commission (FCC) in its Universal Service Order 97-157, issued May 8, 1997 and the New York State Public Service Commission in its Order in Cases 94-C-0095 and 28425, issued November 4, 1997. The FCC Rules are codified at 47 Code of Federal Regulation (C.F.R.) 54.601 et. seq., and any amendments made thereto.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.9 Health Care Providers Support Program

16.9.2 Regulations

- a. to be eligible for the reduced rates, rural health care providers are required to comply with the terms and conditions set forth in the FCC Rules.
- b. Reduced rates are available only to the extent that they are funded by the federal universal service fund.
- c. Eligible rural health care providers may aggregate demand with other entities to create a consortium. Universal service support shall apply only to the portion of eligible services used by an eligible health care provider.
- d. Responsibility of eligible health care providers (cont'd)
  1. Rural health care providers and consortia shall participate in a competitive bidding process for all services eligible for reduced rates in accordance with any state and local procurement rules.
  2. Rural health care providers and consortia shall submit requests for services to the program Administrator, as designated by the FCC, and follow established procedures.
  3. Services requested must be used for purposes related to the provision of health care services or instruction that the health care provider is legally authorized to provide under the law.
  4. A health care provider that cannot obtain toll free access to an Internet Service Provider and who is eligible for support for limited toll-free access under the Rules must certify that it lacks toll-free Internet access and that it is an eligible health care provider.
  5. Services cannot be sold, resold or transferred in consideration for money or any other thing of value.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.9 Health Care Providers Support Program

16.9.2 Regulations (cont.)

e. Responsibility of the Company

1. The Company shall offer the rates and charges as specified in Section 3, to eligible health care providers to the extent that facilities and services are available and offered in the tariffs specified in 1 preceding.
2. The Company shall offer services to eligible rural health care providers and consortia at prices no higher than the highest urban rate as defined in the FCC Order and Rules.
3. In competitive bidding situations, where specific flexible pricing arrangements are allowed, the Company may offer flexible pricing (to determine the reduced rate) subject to New York State Public Service Commission approval.

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**16. SPECIAL SERVICES AND PROGRAMS (cont.)**

16.9 Health Care Providers Support Program (cont.)

16.9.3 Rates and Charges

The following price adjustments will be available to eligible rural health care providers, except subparagraph c., which shall be available to all eligible health care providers, regardless of location;

- a. A reduced rate for telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, not to exceed the highest tariffed or publicly available rate charged to a commercial customer for a similar service provided over the same distance in the nearest city in New York State with a population of at least 50,000.
- b. An exemption from some mileage charges for any telecommunications services, using a bandwidth capacity of up to 1.544 Mbps, that is necessary for the provision of health care services. The exempted mileage includes the distance between the rural health care provider and the most distant perimeter of the nearest city in New York State with a population of 50,000 or more, less the standard urban distance, which is the maximum average diameter of all cities with population of 50,000 or more in the state.
- c. Each eligible health care provider that cannot obtain toll-free access to an Internet service provider is entitled to receive toll charge credits for toll charges imposed for connecting to an Internet service provider as per the FCC Rules. Such toll charge credits are available pursuant to applicable toll tariffs.

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