

INTRASTATE SWITCHED ACCESS SERVICES

TITLE PAGE

Grande Communications
401 Carlson Circle
San Marcos, Texas 78666

Check Sheet

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

| <u>Sheet</u> | <u>Revision</u> |
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| Title Page | Second Revised |
| Check Sheet | Twenty-Fourth Revised* |
| Preface | Original |
| Sheet 1 | First Revised |
| Sheet 2 | Seventh Revised |
| Sheet 3 | Fourth Revised |
| Sheet 4 | Fourth Revised |
| Sheet 5 | Eighteenth Revised* |
| Sheet 5.1 | Fourth Revised* |
| Sheet 6 | Deleted |
| Sheet 7 | Deleted |
| Sheet 8 | Third Revised |
| Sheet 9 | Original |
| Sheet 10 | Second Revised |
| Sheet 11 | Eighth Revised* |
| Sheet 12 | First Revised |
| Sheet 13 | First Revised |

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Joseph Kahl
VP Regulatory & Public Affairs
401 Carlson Circle
San Marcos, TX 78666

SYMBOLS

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

- (C) Changed administrative regulation
- (D) Discontinued rate, administrative regulation or test
- (I) Change resulting in an Increase to a Customer's Bill
- (N) New rate and/or new regulation
- (R) Change resulting in a Reduction to a Customer's Bill
- (T) Change in Text
- (Z) Correction

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Intrastate Switched Access Services

I. General

This price list contains regulations, rates and charges applying to the provision of Intrastate Switched Access Services (the "Services") by Grande Communications Networks, LLC, a Delaware limited liability company (the "Company"), with its principal office at 401 Carlson Circle, San Marcos, Texas 78666, for connection to intrastate communications facilities of Customers.

A. Provision of Services

The Services will be made available on a first-come, first-served basis to the extent that such services are or can be made available with reasonable effort, and the Company determines in its reasonable discretion that sufficient capacity and facilities are available to allow for the provision of such services. The Services provided under this price list shall not be used for an unlawful purpose or used in an abusive manner.

B. Limitation of Liability

The Company's liability, if any, for its willful misconduct with respect to any claim or suit, by a Customer or by any others, for damages associated with the installation, provision, termination, maintenance, repair or restoration of service shall not exceed an amount equal to the proportionate charge for the service for the period during which the service was affected.

The Company shall not be liable for any act or omission of any other carrier or Customer providing a portion of a service, nor shall the Company for its own act or omission hold liable any other carrier or Customer providing a portion of a service.

The Company is not liable for damages to the Customer premises resulting from the furnishing of a service, including the installation and removal of equipment and associated wiring, unless the damage is caused by the Company's negligence.

The Company's failure to provide or maintain services under this price list shall be excused by labor difficulties, governmental orders, civil commotion's, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

II. Service Areas

The Services shall be provided by the Company in the listed incumbent local exchange carriers' territories within the State of Texas:

AT&T
Frontier **T**
Century Link San Marcos
Century Link of Lake Dallas
Windstream

III. Rates**A. Intrastate Switched Access Non-Recurring Rates**

| | Intrastate Amount |
|---|------------------------------|
| Entrance Facility | |
| DS3 | |
| 1st DS3 | \$ 804.63 |
| ea. Additional DS3 | \$ 530.63 |
| DS1 | |
| 1st DS1 | \$ 716.47 |
| ea. Additional DS1 | \$ 468.30 |
| Dedicated Tandem Transport | |
| DS3 | |
| 1st DS3 | \$547.05 |
| ea. Additional DS3 | \$433.27 |
| DS1 | |
| 1st DS1 | \$470.04 |
| ea. Additional DS1 | \$366.03 |
| Dedicated End Office Transport | |
| DS3 | |
| 1st DS3 | \$547.05 |
| ea. Additional DS3 | \$433.27 |
| DS1 | |
| 1st DS1 | \$470.04 |
| ea. Additional DS1 | \$366.03 |
| Trunk Installation | |
| First Trunk | \$37.80 |
| Additional Trunks | \$31.64 |

B. Intrastate Switched Access Miscellaneous Rates

Access Order Changes

| | |
|------------------------------|---------|
| Switched Access Order Charge | \$17.00 |
|------------------------------|---------|

Access Order Modification Charges

| | |
|--------------------------|---------|
| (1) Design Change Charge | \$32.96 |
|--------------------------|---------|

| | |
|--------------------------------|---------|
| (2) Service Date Change Charge | \$26.50 |
|--------------------------------|---------|

Carrier Identification Code (CIC)

Establishment/Add/Change/Delete

| | |
|-----------------------|---------|
| FGD, first end office | \$63.00 |
|-----------------------|---------|

| | |
|-----------------------------|---------|
| FGD, additional end offices | \$35.00 |
|-----------------------------|---------|

| | |
|-----------------|---------|
| FGD, per tandem | \$63.00 |
|-----------------|---------|

Additional Labor

| | First Half Hour | Each Additional Half Hour |
|---|-----------------|---------------------------|
| (1) Installation | | |
| Overtime, per Technician | \$250.00 | \$100.00 |
| Premium Time, per Technician | \$300.00 | \$250.00 |
| (2) Testing and Maintenance with Other Telephone Companies or Other Labor | | |
| Basic Time, per Technician | \$85.00 | \$55.00 |
| Overtime, per Technician | \$100.00 | \$80.00 |
| Premium Time, per Technician | \$110.00 | \$90.00 |
| (3) Stand by | | |
| Basic Time, per Technician | \$0.00 | \$115.00 |
| Overtime, per Technician | \$0.00 | \$140.00 |
| Premium Time, per Technician | \$0.00 | \$170.00 |

| C. Intrastate Switched Access Monthly-Recurring Rates | | | | | | | | | | | | |
|--|---------------------------|-------------|-----------------------|--|------------|-----------------------|-------------------------------|-------------|-----------------------|--|-------------|-----------------------|
| RATE COMPONENTS | INTRASTATE TX - SBC AREAS | | | INTRASTATE TX - CENTURYLINK - SAN MARCOS AREAS | | | INTRASTATE TX - VERIZON AREAS | | | INTRASTATE TX - WINDSTREAM - SUGARLAND AREAS | | |
| | ORIG | TERM | | ORIG | TERM | | ORIG | TERM | | ORIG | TERM | |
| DS3 Entrance Facility | \$1,136.40 | \$1,136.40 | | \$1,136.40 | \$1,136.40 | | \$1,136.40 | \$1,136.40 | | \$1,136.40 | \$1,136.40 | |
| DS3 Dedicated Transport - Fixed | \$556.00 | \$556.00 | | \$556.00 | \$556.00 | | \$556.00 | \$556.00 | | \$556.00 | \$556.00 | |
| DS3 Dedicated Transport - per mile | \$43.24 | \$43.24 | | \$43.24 | \$43.24 | | \$43.24 | \$43.24 | | \$43.24 | \$43.24 | |
| DS1 Entrance Facility | \$98.64 | \$98.64 | | \$98.64 | \$98.64 | | \$98.64 | \$98.64 | | \$98.64 | \$98.64 | |
| DS1 Dedicated Transport - Fixed (0-miles) | \$4.80 | \$4.80 | | \$4.80 | \$4.80 | | \$4.80 | \$4.80 | | \$4.80 | \$4.80 | |
| DS1 Dedicated Transport - Fixed (Over 0 miles) | \$28.84 | \$28.84 | | \$28.84 | \$28.84 | | \$28.84 | \$28.84 | | \$28.84 | \$28.84 | |
| DS1 Dedicated Transport - per mile | \$5.79 | \$5.79 | | \$5.79 | \$5.79 | | \$5.79 | \$5.79 | | \$5.79 | \$5.79 | |
| Dedicated Tandem Trunk Port | \$1.34 | \$1.34 | | \$1.34 | \$1.34 | | \$1.34 | \$1.34 | | \$1.34 | \$1.34 | |
| Dedicated End Office Trunk Port | \$18.96 | \$18.96 | | \$18.96 | \$18.96 | | \$18.96 | \$18.96 | | \$18.96 | \$18.96 | |
| EO Switching | \$0.002563 | \$0.000000 | | \$0.009600 | \$0.000000 | | \$0.0067806 | \$0.0000000 | | \$0.011300 | \$0.000000 | |
| Shared Trunk Port at EO | \$0.000900 | \$0.0000000 | | \$0.001997 | - | | \$0.0016920 | \$0.0000000 | | \$0.000000 | \$0.000000 | |
| CCL(carrier common line) | \$0.000000 | \$0.000000 | | \$0.010000 | \$0.000000 | | - | - | | \$0.010000 | \$0.000000 | |
| Composite Terminating End Office Charge (CTEOC) | \$0.000000 | \$0.000000 | | \$0.000000 | \$0.000000 | | \$0.000000 | \$0.000000 | | \$0.000000 | \$0.000000 | |
| | | End Office | 3 rd Party | | End Office | 3 rd Party | | End Office | 3 rd Party | | End Office | 3 rd Party |
| Tandem Switching Non 800 | \$0.0002880 | | | \$0.0067560 | | | \$0.001574 | | | \$0.000900 | | |
| 800 DB | \$0.0010000 | \$0.000000 | \$0.0002880 | \$0.0010000 | \$0.000000 | \$0.0067560 | \$0.0010000 | \$0.001574 | \$0.001574 | \$0.000900 | \$0.000000 | \$0.0009000 |
| LT per mou | \$0.0000530 | \$0.000000 | \$0.0000530 | \$0.0000110 | \$0.000000 | \$0.0000110 | \$0.000000 | \$0.000000 | \$0.000000 | \$0.0015116 | \$0.0000000 | \$0.0006000 |
| LT per mou/per mile | \$0.0000030 | \$0.000000 | \$0.0000030 | \$0.0000120 | \$0.000000 | \$0.0000120 | \$0.000002 | \$0.000002 | \$0.000002 | \$0.000600 | \$0.0000000 | \$0.0001000 |
| Carrier Identification Parameter (CIP) Charge - Per Call | \$0.00010 | | | \$0.00010 | | | \$0.00010 | | | \$0.00010 | | |

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C. Intrastate Switched Access Monthly-Recurring Rates - Continued

| RATE COMPONENTS | INTRASTATE TX – CENTURYLINK – UNITED AREAS | | | INTRASTATE TX – WINDSTREAM – VALOR AREA | | |
|--|---|-------------------|-----------------------------|--|-------------------|-----------------------------|
| | ORIG | TERM | | ORIG | TERM | |
| DS3 Entrance Facility | \$1,136.40 | | \$1,136.40 | \$1,136.40 | | \$1,136.40 |
| DS3 Dedicated Transport – Fixed | \$556.00 | | \$556.00 | \$556.00 | | \$556.00 |
| DS3 Dedicated Transport - per mile | \$43.24 | | \$43.24 | \$43.24 | | \$43.24 |
| DS1 Entrance Facility | \$98.64 | | \$98.64 | \$98.64 | | \$98.64 |
| DS1 Dedicated Transport - Fixed (0-miles) | \$4.80 | | \$4.80 | \$4.80 | | \$4.80 |
| DS1 Dedicated Transport - Fixed (Over 0 miles) | \$28.84 | | \$28.84 | \$28.84 | | \$28.84 |
| DS1 Dedicated Transport - per mile | \$5.79 | | \$5.79 | \$5.79 | | \$5.79 |
| Dedicated Tandem Trunk Port | \$1.34 | | \$1.34 | \$1.34 | | \$1.34 |
| Dedicated EO Trunk Port | \$18.96 | | \$18.96 | \$18.96 | | \$18.96 |
| EO Switching | \$0.012300 | | \$0.000000 | \$0.0162665 | | \$0.000000 |
| Shared Trunk Port at EO | \$0.0004980 | | - | - | | \$0.000000 |
| CCL(carrier common line) | - | | - | - | | - |
| Composite Terminating End Office Charge (CTEOC) | - | | - | - | | - |
| | | | | | | |
| | | End Office | 3rd Party | | End Office | 3rd Party |
| Tandem Switching Non 800 800 DB | \$0.000331 \$0.000331 | \$0.000000 | \$0.000331 | \$0.000285 \$0.000285 | 0.000000 | \$0.000285 |
| LT per mou | \$0.000218 | \$0.000000 | \$0.000218 | \$0.0001516 | 0.000000 | \$0.0001512 |
| LT per mou/per mile | \$0.000020 | \$0.000000 | \$0.000020 | \$0.000053 | 0.000000 | \$0.000053 |
| Carrier Identification Parameter (CIP) Charge – Per Call | 0.00010 | | | 0.00010 | | |

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D. 8XX Number Portability Access Service (800 NPAS)

(1) Description

8XX NPAs is an originating offering utilizing FGD trunk side Switched Access Service for the delivery of 8XX calls. 8XX NPAS is intended to allow Grande to route 800 calls to the appropriate 8XX Service Provider. 8XX NPAS allows end users to originate calls on a 1+ basis without the use of an access code. The 8XX NPAS Provider will be identified from the dialed 800 number (i.e., 1+8XX+NXX+XXXX). The 8XX Service Provider has the option of receiving the dialed 8XX number (i.e., 1+8XX+NXX+XXXX) or a translated ten-digit POTS number (i.e., 1+NPA+NXX+XXXX).

(2) Rate Regulations

The following rate element is applicable to 8XX NPAS: the 8XX NPAS Query provides the Customer identification function required to determine the appropriate routing for each 1+8XX+NXX+XXXX call. The 8XX NPAS Query rate applies per call for each 8XX query that returns a valid Carrier Identification Code (CIC).

(3) Rates and Charges

Rate per Query

800 NPAS Query.....\$.002531

IV. Payment of Charges

The Carrier Customer is responsible for the payment of all charges for access service furnished to it by the Company.

The Carrier Customer terminating its access arrangements with the Company is responsible for compensating the Company for all costs of blocking (where blocking is requested by the Carrier Customer), the PIC change charge, if any, incurred by the Company as a result of the Carrier Customer's termination of service to that Shared Customer, and all additional costs associated with this process.

The Company reserves the right to assess late payment charges for Carrier Customers whose account(s) carries principal owing from the prior billing period. Any charges not paid in full by the due date indicated on the billing statement may be subject to a late fee of 1.5% per month.

Recurring monthly charges may be invoiced one month in advance. Invoicing cycles are approximately thirty (30) days in length.

Carrier Customers must notify the Company either verbally, in person, or in writing of any disputed charges within thirty (30) days of the billing date, otherwise all charges on the invoice will be deemed accepted. All charges remain due and payable at the due date, although a Carrier Customer is not required to pay disputed charges while the Company conducts its investigation into the matter.

Late Payment Fee

A late payment fee of 1.5% will be applied to service charges not paid by the due date of the bill. The late payment fee will not be applied to previous late payment charges that have been assessed but remain unpaid, but will apply to the accumulated amount for which the Carrier Customer is in arrears. This late fee may be assessed only once per bill for services rendered.

Contested Charges

All bills are presumed accurate, and shall be binding on the Carrier Customer unless objection is received by the Company no more than thirty (30) days after such bills are rendered. In the event that a billing dispute between the Carrier Customer and the Company for service furnished to the Customer cannot be settled with mutual satisfaction, the Carrier Customer may contact the Company in person, by telephone or in writing, and take the following course of action:

First, the Carrier Customer may request, and the Company will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be

paid on a timely basis or the service may be subject to disconnection.)

Second, if there is still a disagreement about the disputed amount after investigation and review by the Company, the Carrier Customer may file an appropriate complaint with the Public Utility Commission of Texas. The address of the Commission is: Public Utility Commission of Texas, 1701 N. Congress Ave., Austin, TX 78711. Telephone (512) 936-7000, Toll-Free (888) 782-8477.

V. Identification and Rating of VoIP-PSTN Traffic

1) Scope

- a) VoIP-PSTN Traffic is defined as traffic exchanged between a Grande end user and the Customer in time division multiplexing ("TDM") format that originates and/or terminates in internet protocol ("IP") format. This section governs the identification of VoIP-PSTN Traffic that is required to be compensated at interstate access rates (unless the parties have agreed otherwise) by the Federal Communications Commission in its Report and Order in WC Docket Nos. 10-90, etc., FCC Release No. 11-161 (Nov. 18, 2011) ("FCC Order"), as modified by its Second Order on Reconsideration, FCC Release No. 12-47 (Apr. 25, 2012) (Reconsideration Order). Specifically, this section establishes the method of separating such traffic (referred to in this tariff as "Relevant VoIP-PSTN Traffic") from the Customer's traditional intrastate access traffic, so that such Relevant VoIP-PSTN Traffic can be billed in accordance with the FCC Order.
- b) The term Customer shall mean any individual, partnership, association, joint stock company, trust, corporation, or governmental entity or other entity which subscribes to the services offered under this tariff, including but not limited to Interexchange Carriers (IXCs), end users and other telecommunications carriers or providers originating or terminating toll VoIP-PSTN traffic.
- c) This section will be applied to the billing of switched access charges to a Customer that is a local exchange carrier only to the extent that the Customer has also implemented billing of interstate access charges for Relevant VoIP-PSTN Traffic in accordance with the FCC Order.

2) Rating of VoIP-PSTN

- a) Rates. The Relevant VoIP-PSTN Traffic identified in accordance with this tariff section will be billed at rates equal to Grande's applicable tariffed interstate switch access rates listed below in section V.2 (a) rates. Intrastate access minutes of use not required to be billed at interstate rates pursuant to section V.1 will be billed in accordance with the applicable rates provisioned in this Tariff (absent an agreement between Grande and the customer on a different compensation mechanism).

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V. Identification and Rating of VoIP-PSTN Traffic
 2) Rating of VoIP-PSTN
 (a) Rates --

| | | ¹ CenturyLink* San Marcos | CenturyLink***** United | AT&T** | Frontier*** | Windstream**** Sugarland | Windstream***** Valor |
|--|-------------------------|---|----------------------------|-------------|-------------|-----------------------------|--------------------------|
| End Office Switching | Term | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 |
| Shared Trunk Port Per Min | Term | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 |
| Tandem Switching | Term | \$ 0.006756 | \$ 0.004250 | \$ 0.000288 | \$ 0.001574 | \$ 0.000900 | \$ 0.0002491 |
| | EO | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.001574 | \$ 0.000000 | \$ 0.000000 |
| | 3rd P | \$ 0.006756 | \$ 0.000331 | \$ 0.000288 | \$ 0.001574 | \$ 0.000900 | \$ 0.000285 |
| Composite Terminating End Office Charge | Term | \$ - | \$ - | \$ - | \$ 0.000000 | \$ - | \$ - |
| Common Transport Per Min | Term | \$ 0.000011 | \$ 0.000218 | \$ 0.000053 | \$ 0.000000 | \$ 0.000600 | \$ 0.0001512 |
| | EO | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 |
| | 3rd P | \$ 0.000011 | \$ 0.000218 | \$ 0.000053 | \$ 0.000000 | \$ 0.000600 | \$ 0.0001512 |
| Common Transport Per Min Per Mile | Term | \$ 0.000012 | \$ 0.000020 | \$ 0.000003 | \$ 0.000002 | \$ 0.000100 | \$ 0.000053 |
| | EO | \$ 0.000000 | \$ 0.000000 | \$ 0.000000 | \$ 0.000002 | \$ 0.000000 | \$ 0.000000 |
| | 3rd P | \$ 0.000012 | \$ 0.000020 | \$ 0.000003 | \$ 0.000002 | \$ 0.000100 | \$ 0.000053 |
| Info Surcharge | Term | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Carrier ID Parm | per call | \$ 0.000100 | \$ 0.000100 | \$ 0.000100 | \$ 0.000100 | \$ 0.000100 | \$ 0.000100 |
| 800 NPAS Query | per call | \$ 0.004248 | \$ 0.004248 | \$ 0.004248 | \$ 0.004248 | \$ 0.001000 | \$ 0.004248 |

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¹ * CenturyTel San Marcos – CenturyTel Operating Companies FCC #8 Issuing Carrier CenturyTel of San Marcos – Section 17
 ** AT&T - Southwestern Bell FCC #73 Interstate Access Section 6
 *** Frontier (Verizon) - Frontier Telephone Companies FCC #14 Switch Access Services Section 4.6
 **** Windstream Sugarland – Windstream Telephone System FCC #6 Access Service Section 17.2
 ***** CenturyTel United – CenturyTel Operating Companies FCC #9 Issuing Carrier Central Telephone Company of Texas Section 6.8
 ***** Windstream Valor 1181 – Windstream Telephone System FCC #6 Access Service Section 17.2

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- b) In the event the Customer claims they are not the entity to be billed, the Customer shall assist Grande in identifying the correct entity by providing information related to the identification of the Customer who is financially responsible for the payment of charges on such Toll VoIP-PSTN traffic.
- 3) Calculation and Application of Percent-VoIP-Usage Factor
Grande will determine the number of Relevant VoIP-PSTN Traffic minutes of use ("MOU") to which interstate rates will be applied under subsection 2), above by applying a Percent VoIP Usage ("PVU") factor to the total terminating intrastate access MOU exchanged between a Grande end user and the Customer. The PVU will be derived and applied as follows:
- a) The Customer will calculate and furnish to Grande a factor (the "PVU-C") representing the total terminating MOUs by the Customer to Grande in the state that the Customer originates in IP format. The Customer PVU-C factor must be submitted by CIC. This PVU-C shall be based on information such as the number of the Customer's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information. The Customer shall retain the call detail, work papers and information used to develop the PVU-C factor for a minimum of one year.
- b) Grande will, likewise, calculate a factor (the "PVU-G") representing the percentage of Grande's total Terminating access MOU in the state that Grande terminates on its network in IP format. This PVU-G shall be based on information such as the number of Grande's retail VoIP subscriptions in the state (e.g. as reported on FCC Form 477), traffic studies, actual call detail, or other relevant and verifiable information.
- c) Grande will use the PVU-C and PVU-G factors to calculate a PVU factor that represents the percentage of total terminating intrastate access MOU received from the Customer and the resulting number of minutes will be billed at terminating interstate access rates. Originating VOIP-PSTN Traffic will be billed at Grande's intrastate access rates. The PVU factor will be calculated as the sum of: (A) the PVU-C factor and (B) the PVU-G factor times (1.0 minus the PVU-C factor).
- d) Grande will apply the PVU factor to the total terminating intrastate access MOU received from the Customer to determine the number of Relevant VoIP-PSTN Traffic MOUs.

Example 1: The PVU-G is 10% and the PVU-C is 40%. The PVU factor is equal to $40\% + (10\% \times 60\%) = 46\%$. Grande will bill 46% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 2: The PVU-G is 10% and the PVU-C is 0%. The PVU factor is equal to $0\% + (10\% \times 100\%) = 10\%$. Grande will bill 10% of the Customer's terminating intrastate access MOU at its applicable tariffed interstate rates.

Example 3: The PVU -C is 100%. No matter what the PVU-G factor is, the PVU is 100%. Grande will bill 100% of the Customer's terminating intrastate access MOU at Grande's applicable tariffed interstate switched access rates.

- e) If the Customer does not furnish Grande with a PVU-C pursuant to the preceding paragraph a), Grande will utilize a PVU equal to the PVU-G.

4) Initial PVU Factor

- a) If the PVU factor is not available and/or cannot be implemented in Grande's billing systems by January 1, 2012, once the factor is available and can be implemented Grande will adjust the Customer's bills to reflect the PVU retroactively to January 1, 2012. In calculating the initial PVU, Grande will take the Customer-specified PVU-C into account retroactively to January 1, 2012, *provided that*, the Customer provides the factor to Grande no later than April 15, 2012; otherwise, it will set the initial PVU equal to the PVU-G, as specified in subsection 3)e), above.

5) PVU Factor Updates

- a) The Customer may update the PVU-C factor quarterly using the method set forth in subsection 3)a), above. If the Customer chooses to submit such updates, it shall forward to Grande, no later than 15 days after the first day of January, April, July and/or October of each year, a revised PVU-C factor based on data for the prior three months, ending the last day of December, March, June and September, respectively. Grande will use the revised PVU-C to calculate a revised PVU. The revised PVU factor will apply prospectively and serve as the basis for billing until superseded by a new PVU.

6) PVU Factor Verification

- a) Not more than twice in any year, Grande may ask the Customer to verify the PVU-C factor furnished to Grande and Customer may ask Grande to verify the PVU-G factor and the calculation of the PVU factor. The party so requested shall comply and shall reasonably provide the records and other information used to determine the respective PVU-C and PVU-G factors. Records provided for verification by either party shall be treated as confidential and not to be used for marketing or other sales purposes by either company or any of its affiliates.