

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

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3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.1 ORDER MODIFICATION

The customer may request a modification of an order at any time prior to notification by the Company that service is available for the customer's use. The Company will make every effort to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within the normal business hours of 8 a.m. to 5 p.m.

If the modification cannot be made with the normal work force during normal business hours, the Company will notify the customer. If the customer still desires the order modification, the Company will schedule a new service date. All charges for order modifications will apply on a per-occurrence basis.

The types of order modifications available are delineated in the following paragraphs. These order modifications apply to services that require network provisioning design.

3.1.1 SERVICE DATE CHANGE

Service dates for the installation of new services or rearrangements of existing services may be changed as follows:

If a customer's new requested service date is more than thirty business days after the original service date, the order will be cancelled by the Company and reissued with any applicable cancellation charges, as set forth in 3.1.2, following, unless the customer indicates that billing for the service is to commence prior to installation.

If a customer's new requested service date is prior to the original requested service date or no more than thirty business days beyond the original requested service date, a new service date may be established at no additional charge to the customer, if the Company determines that it can accommodate the customer's request without incurring any additional expense and without delaying service dates for orders of other customers. Should the Company incur additional expense to accommodate the customer's request for change of service date, the customer will be charged, as set forth in 3.6, concerning Special Construction.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.1 ORDER MODIFICATION (CONT'D)

3.1.2 CANCELLATION OF ORDER FOR SERVICE

A. A customer may cancel an order for the installation of service at any time prior to notification by the Company that service is available for the customer's use. The cancellation date is the date the Company receives written or verbal notice from the customer that the order is to be canceled. The verbal notice must be followed by written confirmation within 10 days. If a customer or a customer's end user is unable to accept service within 30 business days after the original service date, the following will occur:

- The order will be canceled and charges as set forth in D., and E., following, will apply, or
- The service will be activated, at the customer's request, and billing for the service will commence.

In such instances, the cancellation date or the date billing is to commence (depending on which option is selected by the customer), is the 31st business day beyond the original service date of the order.

B. Service Date Intervals are associated with the provisioning of an order. Certain Critical Dates, as set forth in E., following, are used by the Company to monitor the service order provisioning progress. Cancellation charges are based on the estimated costs incurred by the Company at the time the order is canceled. The Company monitors which Critical Date was last scheduled and determines what percentage of the Company's provisioning costs have been incurred as of that Critical Date. A cancellation charge will not apply if the scheduled Service Date has not been provided to the customer.

Costs incurred in conjunction with the provision of an order start on the Application Date defined in C., following. When a customer cancels an order prior to the Application Date, no charges shall apply. When a customer cancels an order or part of an order, on or after the Application Date, a charge equal to the estimated costs incurred by the Company shall apply as set forth in D. and E., following. When a customer cancels an order or part of an order, on or after the original Service Date, the Cancellation Charge will apply as set forth in D., and E., following.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.1 ORDER MODIFICATION

3.1.2 CANCELLATION OF ORDER FOR SERVICE (CONT'D)

- C. The Critical Dates monitored by the Company for the purpose of calculating a cancellation charge are as follows:
1. Application Date (APP): The date the customer provides a firm commitment and sufficient information to the Company for order placement. The APP Date is the date the Company enters the order into the Company's order distribution system(s). This is sometimes referred to as the order date.
 2. Design Layout Report Date (DLRD): The date the Design Layout Report which contains the design for the service(s) ordered is forwarded to the customer.
 3. Plant Test Date (PTD): The date acceptance testing is performed with the customer.
 4. Service Date (DD): The date the service is due to be made available to the customer. This is sometimes referred to as the Due Date.
- D. The percentage of the total provisioning cost incurred by the Company at a particular Critical Date varies by the type of service as shown in E., following.

When a customer cancels an order, or part of an order, before the Service Date, the Company will calculate the cancellation charge by multiplying all the nonrecurring charges associated with the order, or that part of the order being canceled, by the percentage shown in E., following, based on the last monitored Critical Date which has occurred on the order. When a customer cancels an order or part of an order on or after the original Service Date, 100% of the nonrecurring charges plus minimum period charges apply.

Nonrecurring charges associated with an order are used to calculate and bill the cancellation charge to the customer even when nonrecurring charges are waived.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.1 ORDER MODIFICATION

3.1.2 CANCELLATION OF ORDER FOR SERVICE (CONT'D)

E. The Critical Dates monitored by the Company are as follows:

	ALL STATES				
	APP	DLRD	PTD	DD	
	%	%	%	%	
• Frame Relay Service 56 kbps, 64 kbps and two-wire access	13	44	77	[1]	
• Frame Relay Service all other speeds	10	48	81	[1]	
• LAN Switching Service (LSS)[2]	10	48	81	[1]	(C)
• Metro Optical Ethernet (MOE)	10	48	81	[1]	

[1] Minimum period charges and 100% of the nonrecurring charges apply when the order or part of the order is canceled on or after the original Service Date.

[2] LSS is Grandfathered as of November 12, 2008. (N)

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.1 ORDER MODIFICATION

3.1.2 CANCELLATION OF ORDER FOR SERVICE (CONT'D)

- F. When a customer cancels an order for the discontinuance of service, no charges apply for the cancellation.
- G. If the Company misses a service date due to circumstances over which it has direct control (excluding, e.g., acts of God, governmental requirements, work stoppages and civil commotions), the customer may cancel an order without incurring cancellation charges.
- H. A request for cancellation after completion of an installation will be treated as a discontinuance of service.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.2 SERVICE REARRANGEMENTS

Service rearrangements are changes to existing (installed) services which do not result in a change in the physical location of the network interface. Changes in the physical location of the network interface are treated as moves and are described and charged for as set forth in 3.3, following.

A. Additions To Service

1. With the exception of Frame Relay Service (FRS) Permanent Virtual Connections (PVCs), when service elements are added to an existing Advanced Communications Service, the added elements must meet the minimum period requirements associated with the service to which they are added.

When PVCs are added to an existing FRS, the minimum period for the additions is one month.

2. With the exception of Frame Relay PVCs, an addendum to the existing fixed-period service pricing plan is required when service elements are added to an existing fixed-period service. PVCs locations may be added to existing fixed-period service on a month-to-month basis without an addendum to the existing fixed-period service pricing plan.

Service elements added to an existing fixed-period service plan will terminate on expiration date of the fixed-period plan.

3. Related monthly rates and nonrecurring charges for addition(s) to service are the rates and charges in effect at the time of the addition(s). However, if service additions occur during a Frame Relay Service phased-in installation period, the rates and charges for the additions will be those in effect at the beginning of the phase-in period, as set forth in 2.4.5.C.
4. When a customer orders additions or changes to an existing FRS configuration, a nonrecurring subsequent order charge, as set forth in Sections 5 and 7, may apply, in addition to the nonrecurring charge for the element or feature ordered.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.2 SERVICE REARRANGEMENTS (CONT'D)

B. Change in Speed or Capacity and Conversion to Other Services

1. An existing Advanced Communications Service that is provided under a fixed-period service pricing plan may be changed in speed or capacity, or may be converted to another service, without incurring a discontinuance charge, provided all the following conditions are met:

- Both the existing and the new services are provided solely by the Company;
- The order to discontinue the existing service and the order to establish the new service are received by the Company at the same time;
- The total value of the new service pricing plan, excluding any special construction charges and any other nonrecurring charges, is equal to or greater than 115% of the total value of the existing plan for the remaining months of that plan;
- The new service installation must take place within 30 calendar days of the disconnection of the existing service, unless an installation delay is caused by the Company; and
- The customer agrees to pay any previously billed recurring rates and any outstanding nonrecurring charges. These rates and charges shall not be a part of the new service agreement.

If one or more of the required conditions for change of service is not met, the change will be treated as a discontinuance of the existing service and the establishment of a new service. All outstanding minimum period charges and discontinuance charges, as set forth in 3.4, will apply.

2. The monthly rates for the new service will be those rates in effect at the time of the service change. All related nonrecurring charges apply for the new service and are the charges in effect at the time of the service change. This includes changes in speed, such as 56 kbps to 112 kbps or 56 kbps to 64 kbps.

For changes of Frame Relay Service Information Transfer service element speeds, the associated FRS Access Link nonrecurring charge will apply in addition to the Information Transfer nonrecurring charge.

3. All changes to service are subject to facility availability, as set forth in 2.1.2.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.2 SERVICE REARRANGEMENTS (CONT'D)

C. Nonbillable Administrative Changes

Some administrative changes to existing service will be made without charge(s) to the customer. Nonbillable administrative changes are as follows:

- Change of customer name; i.e., the customer or record does not change but rather the customer of record changes its name; e.g., XYZ Company to XYZ Communications,
- Change of customer premises address when the change of address is not a result of a physical relocation of facilities,
- Change in billing data (name, address, or contact name or telephone number),
- Change of customer contact name or telephone number, and
- Change of customer service element identification.
- Change in jurisdiction for Frame Relay Service (FRS) and MOE

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3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.3 MOVES

A move involves a customer-initiated change in the physical location of one of the following:

- The network interface at the customer's premises
- The customer's premises

The charges for the move are dependent on whether the move is to a new location within the same building or to a different building.

A. Moves Within the Same Building

When the move is to a new location within the same building, the charge for the move will be an amount equal to one-half of the nonrecurring charge for the service termination affected. There will be no change in the minimum period requirements.

B. Moves to a Different Building

1. Moves to a different building will be treated as a discontinuance and start of service and all associated nonrecurring charges will apply. New minimum period requirements will be established for the moved services. The customer will also remain responsible for satisfying all outstanding minimum period charges for the discontinued service. Moves to a different building may be eligible for portability, as described in 2., following.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.3 MOVES

B. Moves to a Different Building (Cont'd)

2. Portability

Portability allows services with fixed-period pricing plans to be moved to a different building without incurring discontinuance charges or establishing new minimum service periods. Moves made under portability provisions are subject to facility availability, as set forth in 2.1.2. Under portability, a customer may choose to move either a portion of or the entire existing service without incurring discontinuance charges, provided the following conditions are met:

- Both the existing and the new services are provided solely by the Company;
- The customer's request for both the disconnect order for the existing service and the new connect order for the new service are received at the same time and must specifically request portability;
- The customer's request for the disconnect order for the existing service must reference the new connect order; and
- The new connection must take place within 30 calendar days of the disconnection of the existing service, unless an installation delay is caused by the Company.

Should changes to either the disconnect order or the new connect order for portability exclude one or more of the conditions above, applicable discontinuance charges will be assessed.

For service provided under a fixed-period service pricing plan, the remaining term of the pricing plan for the service that is being discontinued shall be the term of the new service, provided the remainder of the existing plan is at least the minimum period of the existing plan, as set forth in 2.4.3. If the remaining term is less than the associated minimum period, the minimum term for the new service shall be the associated minimum period.

The monthly rates for the new service will be those rates in effect at the time the new service is installed. All nonrecurring charges apply for the new service.

Effective: September 1, 2006

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.4 DISCONTINUANCE OF SERVICE

A. Month-to-Month Service

When month-to-month service, or any portion thereof, is discontinued prior to the completion of the minimum period (one month), rates and charges for one month will apply at the rate levels in effect at the time service is discontinued.

B. Minimum Billing Level

When a service, or portion thereof, provided under a fixed-period service pricing plan, is discontinued, a Minimum Billing Level will be established for use in calculating discontinuance charges. The Minimum Billing Level is 100% of the monthly rates of all rate elements being discontinued, except for Frame Relay Service as follows:

- The Minimum Billing Level for Frame Relay Service is 100% of the monthly rates of all elements being discontinued, except Information Transfer (UNIT or NNIT) service elements. The Minimum Billing Level for Information Transfer service elements is 100% of the monthly rate for the UNIT or NNIT with one PVC, based on the pricing plan term and the speed of the UNIT or NNIT.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.4 DISCONTINUANCE OF SERVICE (CONT'D)

C. Fixed-Period Service Pricing Plan

1. Should the customer choose to discontinue service provided under a fixed-period service pricing plan prior to the completion of the minimum service period, a discontinuance charge will apply.

- a. The discontinuance charge for Frame Relay Service is the customer's Minimum Billing Level for the remaining months of the minimum service period, plus 25% of Minimum Billing Level of the service, times the remaining months of the fixed-period service pricing plan (after the minimum service period).

For example, a customer chooses to discontinue Frame Relay Service after 4 months of a 2-year (24-month) fixed-period service pricing plan. Frame Relay has a 6 month minimum. The customer's discontinuance charge is the customer's Minimum Billing Level for the two remaining months of the minimum service period, plus 25% of the Minimum Billing Level multiplied by the 18 remaining months of the 2-year service pricing plan.

- b. The discontinuance charge for LAN Switching Service (LSS) and Metro Optical Ethernet (MOE) is the customer's Minimum Billing Level for the remaining months of the minimum service period, plus 40% of the Minimum Billing Level, times the remaining months of the fixed-period service pricing plan (after the minimum service period).
2. Should the customer choose to discontinue fixed-period service after the minimum service period but before the completion of a fixed-period service pricing plan, a nonrecurring discontinuance charge will apply.
 - a. The discontinuance charge for Frame Relay Service is equal to 25% of the customer's Minimum Billing Level, times the remaining months of the fixed-period service pricing plan.
 - b. The discontinuance charge for LAN Switching Service (LSS) and Metro Optical Ethernet (MOE) is equal to 40% of the customer's Minimum Billing Level, times the remaining months of the fixed-period service pricing plan.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.4 DISCONTINUANCE OF SERVICE (CONT'D)

D. Prepaid Services

Should a customer choose to discontinue fixed-period service which is provided under a prepayment arrangement, as set forth in 2.4.6, the Company will:

1. Recalculate the prepayment discount to determine the appropriate discounted payment for the period of time that the customer actually received the service which is being discontinued;
2. Deduct the amount calculated in step 1 from the total prepayment made by the customer;
3. Multiply the total monthly discounted prepayment rate of the original term of the fixed-period service pricing plan by the number of months remaining in the fixed-period service pricing plan, as set forth in C.;
4. Apply the discontinuance charge percentages set forth in C. to the result of step 3; then
5. Deduct the result of step 4 from the portion of the prepaid funds that remains after step 2 and refund the balance to the customer.

For example, a prepaid customer has a Frame Relay Service which it chooses to discontinue after two years of a five-year fixed-period service pricing plan. The service has a total monthly charge of \$1,000, which has been discounted by a 47.0654 annuity factor[1], resulting in a \$47,065.40 prepayment (\$784.42 per month). For a two-year prepayment, the discount would have been calculated using a 21.6709 annuity factor[1], resulting in a \$21,670.90 prepayment for two years of service. The discontinuance charge, in accordance with C., would be calculated by multiplying the total monthly discounted prepayment rate for the original term of the contract by the remaining term of the contract and applying the discontinuance charge percentage, in this example, $\$784.42 \times 36 \text{ months} \times 25\% = \$7,059.78$. The refund would be \$18,334.72 ($\$47,065.40 - \$21,670.90 - \$7,059.78$).

[1] The annuity factors used in the example are only for the purpose of the example.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.5 REESTABLISHMENT OF SERVICE FOLLOWING FIRE, FLOOD OR OTHER OCCURRENCE

A. When Nonrecurring Charges Do Not Apply

Charges do not apply for the reestablishment of service following a fire, flood or other occurrence attributed to an Act of God provided that:

- The service is of the same type as was provided prior to the fire, flood, or other occurrence.
- The service is for the same customer.
- The service is at the same location on the same premises.
- The reestablishment of service begins within sixty days after Company service is available. (The sixty day period may be extended a reasonable period if the renovation of the original location on the premises affected is not practical within the allotted time period).

B. When Charges Apply

Associated nonrecurring charges and monthly rates apply when service is established at a different location on the same premises, or at a different premises, pending reestablishment of service at the original location.

3.6 SPECIAL CONSTRUCTION

A. General

1. The terms and conditions, rates and charges for Special Construction are determined in accordance with Company practices.
2. All rates and charges quoted in other sections of this Catalog provide for the furnishing of service when suitable facilities are available or where the design or construction of the necessary facilities does not involve unusual costs.
3. Construction Charges will apply as set forth in Exchange and Network Services Tariff, Section 4, Construction Charges and other Special Charges.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.6 SPECIAL CONSTRUCTION (CONT'D)

B. Conditions For Special Construction

1. Special Construction is required when a customer requests service and one or more of the following conditions exist:
 - a. The facilities to provide services are not available and, at the request of the customer, the Company designs and/or constructs facilities to provide the services for the customer and there is no other requirement for the facilities so constructed.
 - b. At the request of the customer, the Company designs and/or constructs facilities of a type other than that which they would normally furnish in order to provide services for the customer.
 - c. In order to comply with requirements specified by the customer, construction by the Company involves a routing and/or design of facilities other than that which they would normally utilize to provide services for the customer.
 - d. At the request of the customer, the Company designs and/or constructs a greater quantity of facilities than that which they would otherwise construct in order to fulfill the customer's initial requirements for services.
 - e. The facilities to provide services are not available and, at the request of the customer, the Company expedites design and/or construction of facilities at greater expense than would otherwise be incurred.
 - f. At the request of a customer, the Company accommodates a change in a service date for the installation of a new service or the rearrangement of an existing service and incurs greater expense than would otherwise be incurred for the design, construction or rearrangement of the service.
 - g. The facilities to provide services are not available and, at the request of the customer, the Company designs and constructs temporary facilities to provide services for the period during which the permanent facilities are under construction.

3. ORDER AND SERVICE MODIFICATIONS AND MISCELLANEOUS CHARGES

3.6 SPECIAL CONSTRUCTION (CONT'D)

C. Special Construction Agreements

Customers requiring Special Construction enter into Special Construction agreements with the Company.

3.7 MAINTENANCE OF FACILITIES

Maintenance of Company facilities is initiated and furnished by the Company and is generally performed during the hours of 7 a.m. to 7 p.m., seven days a week. At a time agreeable to both the customer and the Company, Company facilities shall be available for maintenance purposes.

All ordinary expense of maintaining company provided facilities and service is borne by the Company. No credit allowance will be made for the period during which service is interrupted for such purpose. Additional engineering and labor are provided by the Company, as set forth in Private Line Transport Services Catalog, Section 4.

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3.8 MAINTENANCE OF SERVICE

When a customer reports service trouble to the Company, and a service visit is made, if the trouble is not found in Company equipment or facilities, the customer shall be responsible for payment of a Maintenance of Service Charge, as set forth in Private Line Transport Services Catalog, Section 4. If the trouble is later found to be due to a failure of Company equipment, services or systems, the related service visit(s) will result in no charge to the customer. Credit allowance will not apply for an interruption of a service due to the failure of equipment, services or systems that are not provided by the Company.

3.9 ACCEPTANCE TESTING

At the customer's request, the Company will, at service installation, cooperatively test the compliance of Advanced Communications Services with the appropriate service parameters set forth in technical publications listed in this Catalog, at no charge to the customer. Additional testing is provided by the Company, as set forth in Private Line Transport Services Catalog, Section 4.