ORDERING OPTIONS

A. GENERAL

This Product Guide contains the ordering options for Special Access Channel Terminations other than Non-Competitive End User Channel Terminations, Channel Mileage and certain Optional Features and Functions ordered for such Channel Terminations, including Multiplexing. Ordering options for other Special Access Services needed to complete a circuit are available under Company FCC Tariffs as described in Part 0, Section 1.

This section sets forth the terms and conditions and order related charges for Access Orders for services. These charges are in addition to other applicable charges as set forth in other sections of this Product Guide.

An Access Order is an order to provide the Customer with Services or to provide changes to existing Services.

1. Ordering Conditions

A Customer may order any number of Services of the same type and between the same premises for installation on the same date on a single Access Order. All details for Services for a particular order must be identical except for those for multipoint Service. A Customer may order the shared use of Switched Access (offered under FCC Tariff) over a high capacity Special Access facility however, separate orders are required. Notwithstanding any other provision of this Product Guide, the Customer may not order the shared use of Special Access (offered under this Product Guide) over a high capacity Switched Access facility. (T) (N) | (N)

The Customer shall provide all information necessary for the Company to provide and bill for the requested Service. In addition to the order information required in B. following, the Customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from Customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities: order negotiation, order confirmation, interactive design, installation and billing.

The order date, which is known as the Application Date, is the date on which the Company receives a firm commitment and sufficient information from the Customer to allow processing of the Access Order. The Customer is advised of the critical events in the provisioning process, the Application Date, the Scheduled Issue Date, the Design Layout Report Date, the Records Issue Date, Wired and Office Tested Date, Plant Test Date and Service Date, at the time the Company gives the Customer a firm confirmation This firm order confirmation is forwarded to the Customer on the date that all information to process the Access Order is available.

2. Provision of Other Services

a. In addition to Special Access Services, Additional Labor, Telecommunications Service Priority, and Testing may be ordered with an Access Order. The rates and charges for these other Services, as set forth in other sections of this Product Guide, will apply in addition to the ordering charges set forth in this section and the rates and charges for the Access Service with which they are associated.

b. With the agreement of the Company, items set forth in Section A2a preceding, may subsequently be added to the Access Order at any time, up to and including the service date for the Access Service. When added after the Scheduled Issue Date, charges for a design change as set forth in Section D3 following will apply when an engineering review is required.

ORDERING OPTIONS

A. GENERAL (Cont'd)

2. Provision of Other Services (Cont'd)

c. Additional Engineering is not an ordering option, but will be applied to an Access Order when the Company determines that Additional Engineering is necessary to accommodate a Customer request. Additional Engineering will only be required as set forth in Part 0, Section 6. When it is required, the Customer will be so notified. If the Customer agrees to the Additional Engineering, a firm order will be established. If the Customer does not want the service or facilities after being notified that Additional Engineering of Company facilities is required, the order will be withdrawn and no charges will apply.

The terms and conditions, rates and charges for Additional Engineering are as set forth in Part 0, Section 6 and are in addition to the terms and conditions, rates and charges specified in this section.

3. Special Construction

When the Company determines that the installation of Service requires special construction, the Customer must execute a special construction contract indicating the Customer's acceptance of the associated charges if the Customer wishes for the Company to complete the associated order. A joint planning meeting between Customer and the Company may be held to minimize any special construction charges.

The terms and conditions, rates and charges for special construction set forth in the special construction contract are in addition to the terms and conditions, rates and charges specified in this Product Guide.

B. ACCESS ORDER

An Access Order is used by the Company to provide a Customer with the Services offered under this Product Guide.

- The Customer must specify the Customer premises or Hubs involved, the type of Service (e.g. Video, Voice Grade, High Capacity, etc.), the channel interface, technical specification package and options desired, and the Percent Interstate Usage (PIU) must be 100% in accordance with Part 0, Section 2.

- For multipoint Services, the channel interface at each premises may, at the request of the Customer, be different; but all such interfaces shall be compatible.

- For multiplexed High Capacity systems ordered to Facility Hubs, the Customer must designate Hubs, specify Connecting Facility Assignment (**CFA**), and control channel assignment and routing of the subtending services.

- Voice Grade services that are ordered with compatible digital interfaces but without channel and assignment data will be provisioned, where facilities permit, on Company DS1 facilities inventory.

- For Region 14, the provision of Special Access requires the selection of a Terminating Option. When a Customer orders a DS3 SAL, the Customer may specify, on the order, whether the interface is to be electrical or optical. In the event the Customer does not specify an interface preference for DS3, the Company will provide an electrical interface.

ORDERING OPTIONS

B. ACCESS ORDER (CONT'D)

- For Region 16, for DS3 High Capacity Services, the Customer must indicate the minimum service period and level of capacity.

- Where the Special Access Service is exempt from the Special Access Surcharge, the Customer shall furnish certification with the order as specified in the applicable Company FCC Tariff.

C. SERVICE DATE INTERVALS

Service is provided with one of the following Service Date Intervals:

- Standard Interval
- Negotiated Interval

To the extent the Company determines that service can be made available with reasonable effort and without special construction, the Company will provide the service in accordance with the Customer's requested interval, subject to the following conditions:

1. Standard Interval

The Company shall publish or make available to requesting Customers a schedule of Standard Intervals. The schedule specifies the services and the quantities of services that can be provided in the Standard Intervals.

Access Services provided in a Standard Interval will be installed during Company Business Days. If a Customer requests that installation be done outside of normally scheduled work hours, and the Company agrees to this request, the Customer will be subject to applicable Additional Labor Charges as set forth in Part 0, Section 6.

2. Negotiated Interval

The Company will negotiate a Service Date interval with the Customer in any of the following circumstances:

a. There is no Standard Interval for the service.
b. The Customer requests a Service Date before or beyond the applicable Standard Interval Service Date.
c. The quantity of services ordered exceeds the quantities specified in the Standard Intervals.
d. The Customer requests WATS Access Line Service with Answer Supervision or E&M Supervisory Signaling in Region 11.
e. When the Customer requests a SONET Service.

The Company will offer a Service Date based on the type and quantity of services the Customer has requested. The Negotiated Interval may not exceed by more than six months the Standard Interval Service Date, or, when there is no Standard Interval, the Company offered Service Date.

All part-time Video Services are provided with a Negotiated Interval. Each Service is subject to a Service inquiry. A Service inquiry is a request to the Company to determine if Facilities exist to provide the Service ordered and to determine the Service Date on which the Service can be provided to the Customer.

ORDERING OPTIONS

D. ACCESS ORDER MODIFICATIONS

The Customer may request a modification of its Access Order at any time prior to notification by the Company that service is available for the Customer's use or prior to the Service Date, whichever occurs first. The Company will endeavor to accommodate a requested modification when it is able to do so with the normal work force assigned to complete such an order within normal business hours on a Business Day. If the modification cannot be made with the normal work force during normal business hours on a Business Day, the Company will notify the Customer. If the Customer still desires the Access Order modification, the Company will schedule a new Service Date. All charges for Access Order modifications will apply on a per occurrence basis.

Any increase in the number of channels will be treated as a new Access Order (for the increased amount only).

If order modifications are necessary to satisfy the transmission performance for a service ordered by a Customer, these changes will be made without order modification charges being incurred by the Customer.

1. Service Date Change Charge

   a. For Special Access Services and Optical Networking, as applicable, Access Order Service Dates for the installation of new services or rearrangements of existing services may be changed, but the new Service Date may not exceed the original Service Date by more than 30 calendar days except as specified following. When, for any reason, a Customer or a Customer's end user indicates that service cannot be accepted for a period not to exceed 30 calendar days, and the Company accordingly delays the start of service, a Service Date Change Charge will apply. (N)

      If a Customer or a Customer's end user is unable to accept service within 30 calendar days of the original Service Date, the Customer may elect one of the following options:

      - the Customer may take no action, and the order will be cancelled by the Company on the 31st day with the appropriate Cancellation Charge applied; or
      - the Customer may choose to commence billing for the service on the 31st day.

      When a Customer chooses the option to commence billing for the service on the 31st day, the Customer must place an Access Order Modification to the existing Access Order prior to the 31st calendar day after the original Service Date to request a new Service Date. The new Service Date may not exceed the original Service Date by more than 120 calendar days. A Service Date Change Charge will not apply for such Service Date change; however, if subsequent additional Service Date changes are requested after calendar day 31, the Service Date Change Charge will apply, per request.

      When a Customer chooses the option to commence billing for the service on the 31st day, monthly recurring charges for the service will begin accruing at calendar day 31 after the original Service Date. The initial or subsequent bill for the service will include these accrued charges and any applicable nonrecurring charges in addition to billable charges specified in Part 0, Section 2.

ORDERING OPTIONS

D. ACCESS ORDER MODIFICATIONS (Cont'd)

1. Service Date Change Charge (Cont'd)

a. (Cont'd)

If the Customer requested Service Date is more than 120 calendar days after the original Service Date, or if the Customer or the Customer's end user is unable to accept the service within 120 calendar days of the original Service Date, the order will be cancelled by the Company on the 121st day. In the event of any such cancellation, or if the Customer cancels the order after the 30th day, the Customer will be billed the accrued monthly recurring charges specified preceding plus any applicable nonrecurring charges as well as applicable minimum period and termination liability charges. These charges will be computed commencing at day 31 after the original Service Date up to and including the cancellation date.

b. Upon a Customer request, a new Service Date may be established that is prior to the original standard or negotiated interval Service Date if the Company determines it can accommodate the Customer's request without delaying Service Dates for orders of other Customers. If the Service Date is changed to an earlier date, a Special Handling Charge will apply. Such charges will apply in addition to the Service Date Change Charge.

c. Except as otherwise specified in Section D1a preceding, a Service Date Change Charge will apply, on a per order per occurrence basis, for each Service Date changed.

d. When a Special Access Service is provided entirely under this Product Guide, the Service Date Change Charge under this Product Guide will apply. When a Special Access Service is provided in part under this Product Guide and in part under FCC Tariff, the Service Date Change Charge under the applicable FCC Tariff will apply.

2. Partial Cancellation Charge

Any decrease in the number of ordered Special Access Service channels ordered will be treated as a partial cancellation and the charges described in Section E following will apply.

When a Customer cancels part of an Access Order for which billing has commenced as provided in Section D1a preceding, cancellation charges will apply to that part of the Access Order being canceled.

ORDERING OPTIONS

D. ACCESS ORDER MODIFICATIONS (Cont'd)

3. Design Change Charges

The Customer may request a design change to the service ordered. A design change is any change to an Access Order which requires engineering review. An engineering review is a review by the Company of the service ordered and the requested changes to determine what change in the design, if any, are necessary to meet the changes requested by the Customer. Design changes include, but are not limited to, things such as the addition or deletion of optional/supplemental features or functions, type of channel interface, type of Interface Group or technical specification package, or a change in terminating options. Design changes do not include a change of Customer premises, multiplexing node or virtual collocation arrangement location, or Special Access Service type. Changes of this nature will require the issuance of a new Access Order and the cancellation of the original Access Order with appropriate cancellation charges applied.

The Company will review the requested change to determine whether it can be accommodated and whether a new Service Date is required. The Design Change Charge will apply on a per order, per occurrence basis, for each order requiring a design change.

When a Special Access Service is provided entirely under this Product Guide, the Design Change Charge under this Product Guide will apply. When a Special Access Service is provided in part under this Product Guide and in part under FCC Tariff, the Design Change Charge under the applicable FCC Tariff will apply.

If a change of Service Date is required, the Service Date Change Charge as set forth in Section D1 preceding will also apply.

4. Special Handling Charge

A Special Handling Charge will apply when a Customer requests a Service Date that is earlier than the Standard Interval Service Date for the Access Service ordered. A Customer may also request an earlier Service Date on negotiated interval Access orders.

The request for an earlier Service Date may be received from the Customer prior to the issuance of an Access order, or after the Access order has been issued but prior to the Service Date.

The Company in its sole discretion may accept or deny the request to expedite. If, upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis and the Customer accepts this proposal, a Special Handling Charge will apply.

ORDERING OPTIONS

D. ACCESS ORDER MODIFICATIONS (Cont'd)

4. Special Handling Charge (Cont'd)

If the Company is subsequently unable to meet an agreed upon expedited Service Date for reasons attributable solely to the Company, then the Special Handling Charge will not apply.

In the event that the Company provides service on an expedited basis by Customer request and the Customer then delays service, an additional Service Date Change Charge will be applied.

In the event that the Customer cancels an expedite request, the Special Handling Charge will be added to the Cancellation Charge specified above.

A Special Handling Charge will not be applied to orders expedited for Company reasons.

If the Company determines that expediting an Access Order will require the Company to incur costs other than additional administrative expenses, then special construction rates and charges shall apply.

The Special Handling Charge will be billed in addition to the normal nonrecurring charges and will be applied on a per order per occurrence basis.

When a Special Access Service is provided entirely under this Product Guide, the Special Handling Charge under this Product Guide will apply. When a Special Access Service is provided in part under this Product Guide and in part under FCC Tariff, the Special Handling Charge under the applicable FCC Tariff will apply.

ORDERING OPTIONS

E. CANCELLATION OF AN ACCESS ORDER

1. A Customer may cancel an Access Order for the installation of service at any time prior to notification by the Company that service is available for the Customer's use or prior to the Service Date, whichever is later. The cancellation date is the date the Company receives written notice from the Customer that the order is to be cancelled.

   When a Customer cancels an Access Order, or part of an Access Order, before the Service Date, the Company will apply cancellation charges to the order.

   For service ordered on a first and additional basis when a Customer cancels part of an Access Order, first and additional nonrecurring charges will apply to the remaining services on the Access Order. A First Nonrecurring charge will apply unless the entire Access Order is cancelled.

   When a Special Access Service is provided entirely under this Product Guide, the Cancellation Charge under this Product Guide will apply. When a Special Access Service is provided in part under this Product Guide and in part under FCC Tariff, the Cancellation Charge under the applicable FCC Tariff will apply.

   When the Customer cancels an Access Order prior to the firm order confirmation as defined in Section E2e following, no charges shall apply.

   No cancellation charges apply when a Customer cancels an Access Order requesting disconnection of service.

2. Applicable charges are based on the amount of provisioning completed by the Company at the time the order is cancelled. The charges are determined based on the following:

   a. Certain Company critical dates are associated with an Access Order provisioning interval, whether Standard or Negotiated. These dates are used by the Company to monitor the progress of the provisioning process.

   b. For Region 1 and Region 11, the cancellation charge shown for the critical date last passed on the order will apply when a Customer cancels an Access Order, or part of an Access Order, at any time prior to accepting service.

   c. For Region14 and Region 16, when an Access Order is partially canceled, on or after the Application Date, the charge will be determined by multiplying the total nonrecurring charges for the canceled portion of the order by the number of business days elapsed since the Application Date and dividing that figure by the number of days in the service interval.

ORDERING OPTIONS

E. CANCELLATION OF AN ACCESS ORDER (Cont'd)
2. (Cont'd)

d. The critical dates tracked by the Company are as follows:

- Application Date (**APP**): The date the Customer provides a firm commitment and sufficient information to the Company. This is also the order date.

- Scheduled Issue Date (**SID**): The date that the order is to be entered in the Company's order distribution system.

- Design Layout Report Date (**DLRD**): The date the Design Layout Report (DLR) is to be forwarded to the Customer.

- Records Issue Date (**RID**): The date that all design and assignment information is to be sent to the central office and installation forces.

- Wired and Office Tested Date (**WOT**): The date by which all intraoffice wiring is to be completed, all plug-ins optioned, aligned, and frame continuity established, and the interoffice facilities, if applicable, tested.

- Plant Test Date (**PTD**): The date on which overall testing of the service is to be started.

- Service Date (**DD**): The date on which service is to be made available to the Customer. This is sometimes referred to as the Due Date.

ORDERING OPTIONS

F. SELECTION OF FACILITIES FOR ACCESS ORDERS

1. When there are analog or digital high capacity facilities to a Hub, on order or in service for the Customer's use, the Customer may request a specific channel or transmission path be used to provide the Service requested in an Access Order. The Company will make a reasonable effort to accommodate the Customer request.

2. For all other Access Orders, the option to request a specific transmission path or channel is not provided.

G. AVAILABLE INVENTORY

Available inventory is limited and does not include facilities previously ordered. The Company will make every reasonable effort to maintain sufficient available inventory to provide service in accordance with Customers' requested Service Date intervals. To the extent that service can be provided, Access Orders will be satisfied from available inventory.

H. DISCONTINUANCE OF ACCESS SERVICE

Except as set forth in Part C for Multichannel Video Service and Advanced Video Switching, a Customer may request disconnect of an access service, by Access Order, at any time after the service has been established. Billing for the service involved will cease no later than 2 business days following receipt of the written notice by the Company or on the Customer's requested disconnection date, whichever is later.