

COMPETITIVE LOCAL CARRIER

2. Access Service Requests

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2.1 Access Order

An Access Service Request (ASR) is required by the Company to provide Customer Switched and Special Access Service. An ASR will be required for each new similar service arrangement or group of common circuits.

When the Customer requests new or additional Switched Access Service, one or more ASR's may be required. The number of orders required is dependent on the type of services and/or facilities being requested.

When placing an order for either Direct Connect Service or Tandem Connect Service, as described herein, the Customer shall provide all standard ASR ordering information as specified in industry guidelines. The Customer will also be required to provide this information to order additional service for an existing service type. For new Customers ordering Tandem Connect Service, the Customer will only be required to complete an ASR for installation of a new service.

The Customer shall provide all information necessary for the Company to provide and bill the requested service. When placing an order for Access Service, the Customer shall provide the following minimum information:

- Customer name and Premise(s) address(es);
- Billing name and address (when different from the 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 (Application Date) is the date on which the Company Receives a firm commitment and sufficient information from the Customer to allow processing of the ASR. The Company will advise the Customer of the following in the Firm Order Confirmation ("FOC"): The Application Date, the Plant Test Date and the Service Commencement Date. The Company will forward the FOC to the Customer within two (2) business days after the Company receives all information it needs to process the ASR.

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2. Access Service Requests – (Cont'd)

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2.1 Access Order – (Cont'd)

2.1.1 Access Service Date Intervals

Access Service is provided with one of the following Service Date intervals:

- Standard Interval
- Negotiated Interval

The Company will provide the Access Service in accordance with the Customer's requested interval, subject to the following conditions:

(A) Standard Interval

The Standard Interval for Switched and Special Access Service will be 10 (ten) business days from the Application Date. This interval only applies to standard service offerings for a customer that is On-Net and at locations where there are pre-existing facilities to the Customer premises. Access Services provided under the Standard Interval will be installed during Company Business Hours.

(B) Negotiated Interval

The Company will negotiate a Service Date interval with the Customer when:

- (1) The Customer requests a service Date before or beyond the applicable Standard Interval Service Date; or
- (2) There is no existing facility connecting the Customer Premises with the Company; or
- (3) The Customer requests a service that is not considered by the Company to be a standard service offering (for example, if additional engineering is required to complete the order); or
- (4) The Company determines that Access Service cannot be installed within the Standard Interval.

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2. Access Service Requests – (Cont'd)

2.1 Access Order – (Cont'd)

2.1.1 Access Service Date Intervals – (Cont'd)

(B) Negotiated Interval – (Cont'd)

The Company will offer a Service Date based on the type and quantity of Access Services the Customer has requested. The negotiated interval may not exceed by more than six (6) months the Standard Interval Service Date or, when there is no Standard Interval, the Company offered Service Date.

2.1.2 Access Service Request Modifications

The Customer may request a modification of its ASR prior to the Service Commencement Date. All modifications must be in writing and use the industry ASR process. x The Company, in its sole discretion, may accept a verbal modification from the Customer. 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 normal business hours. Charges for access service order modification will apply as set forth below, on a per occurrence basis.

Any increase in the number of Special Access Service Channels, Switched Access Service lines, trunks, Direct Connect transport facilities, out of band signaling connections or any change in engineering or functionality of a service will be treated as a new ASR with a new service date interval.

The Company will charge the Customer for a design change for service additions to the ASR that result in an engineering review. Design changes are set forth following.

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2. Access Service Requests – (Cont'd)

2.1 Access Order – (Cont'd)

2.1.3 Additional Engineering Charges

The Company will apply additional engineering charges to the Customer's ASR when the Company determines that additional engineering is necessary to accommodate the Customer's request. The Company will notify the Customer when additional engineering is required and will furnish the Customer with a written justification along with an estimate of the charges. If the Customer agrees to the additional engineering, the Company will establish a firm order. However, if the Customer does not want the service or facilities after receiving notice of the additional engineering required, the Customer may cancel the order and no charges will apply. Once a firm order has been established, the total charge to the Customer for the additional engineering may not exceed the estimated amount by more than ten (10) percent.

2.1.4 Service Commencement Date Changes

ASR service dates for the installation of new services or rearrangement of existing services may be changed. However, the new service date may not exceed the original service Commencement date by more than thirty 30 calendar days. If, for any reason, the Customer indicates that service cannot be accepted for a period not to exceed thirty (30) calendar days, and the Company accordingly delays the start of service, a service date charge will apply. In addition, when the Customer submits a request for a service date change that is fewer than five business days after the Customer's notice, a service date change charge and an expedite charge will apply. No expedite charge that is more than five (5) business days from the date of the Customer's request, but earlier than the original request, but earlier than the original requested service commencement date,

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2. Access Service Requests – (Cont'd)

2.1 Access Order – (Cont'd)

2.1.4 Service Commencement Date Changes – (Cont'd)

If the Customer requested service date is more than thirty (30) calendar days after the original service date, the order will be cancelled by the Company on the 31st day. Appropriate cancellation charges will be applied. If the Customer still requires the service, the Customer must place a new ASR with the Company.

The service date change charge will apply on a per order, per occurrence basis for each service date change. The Applicable charges are set forth below in section 1.3.6.

2.1.5 Design Change Charge

The Customer may request a design change for the service ordered. A design change is any change to an ASR which requires engineering review. An engineering review is a review by Company personnel of the service ordered and the requested changes to determine what change(s) in the design, if any, are necessary to meet the Customer's request. Design changes include, but are not limited to, such changes as the addition or deletion of optional features or functions, a change in the type of transport termination (Switched Access only) or type of Channel Interface. Any other changes are not considered design changes for purposes of this subsection and will require issuance of a new ASR and the cancellation of the original ASR with appropriate cancellation charges.

The design change will apply on a per order, per occurrence basis for each order requiring a design change. The application charges as set forth in the Rate Schedules, are in addition to any service date change charges.

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2. Access Service Requests – (Cont'd)

2.1 Access Order – (Cont'd)

2.1.6 Expedited Order Charge

When placing an access order for service(s) for which a standard interval exists, the Customer may request a service commencement date that is earlier than the standard interval service date, in which case and Expedite Charge will apply. The Customer may request an earlier service date prior to or after its submission of an ASR. However, the Customer must request an earlier service date prior to the service date. The Company has exclusive right to accept or deny the expedite order request. However, if upon reviewing availability of equipment and scheduled work load, the Company agrees to provide service on an expedited basis, and the Customer accepts the Company's proposal, an expedite charge will apply.

If the Company is subsequently unable to meet an agreed upon expedited service date, then it will not apply the expedite charge.

In the event the Company provides service on an expedited basis at the Customer's request and the Customer delays service or is not ready for delivery of service at the time of installation, a service date change charge will apply in addition to the expedite charge.

In the event that the Customer cancels an expedite request, it will incur the expedite charge in addition to any applicable cancellation charge specified herein.

In the event that the Customer requests a service date change after the Company has received the original expedite request, the expedite charge will still apply.

If the Customer incurs costs, other than additional administrative expenses when the Access Order is expedited, the regulations and charges for special construction as set for in this Tariff will apply.

The expedited order charge will apply on a per order, per occurrence basis as specified below.

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2. Access Service Requests – (Cont'd)

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2.1 Access Order – (Cont'd)

2.1.7 Cancellation of an Access Service Request (ASR)

A customer may cancel an ASR for the installation of Switched Access Service at any time prior to the notice 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. The Customer must follow up this verbal notice with a written confirmation within 10 days. A customer may negotiate an extension of an ASR installation service date for new services or rearrangement of existing service. Such extensions will incur as a Service Date Change Charge. However, the new service date cannot exceed the originally established service date by more than thirty (30) calendar days. On the thirty first (31st) day beyond the original service date, the ASR will be canceled and the appropriate cancellation charge will be applied.

Except as stated herein, cancellation charges will apply as specified in the Rate Schedule.

If the cancellation occurs prior to the Company's receiving the ASR, no charges shall apply.

The Customer may cancel an ASR for the installation of Special Access Service without incurring a charge at any time prior to the Customer's acceptance of a negotiated interval service date. Cancellation charges will apply for Special Access Service if the Customer cancels more than forty eight (48) hours after the application date. Cancellation charges for expedited orders will be applied for any order canceled from the application date and thereafter

If the Company misses a standard or negotiated interval access order service date by more than thirty days as the result of circumstances such as acts of GOD, governmental requirements, work stoppages and civil commotions, the Company shall not be liable for such delay, and the Customer may cancel the ASR without incurring cancellation charges.

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2. Access Service Requests – (Cont'd)

2.1 Access Order – (Cont'd)

2.1.8 Minimum Period of Service

The Customer must order Access Service for a minimum period of one month.

(A) The Company will treat the following changes set forth below as a discontinuance of the existing service and a request for installation of a new service. All associated non-recurring charges will apply for the new service, and a new minimum period of service will be established.

- (1) A change in the identity of the Customer of record;
- (2) A move by the Customer to a different building;
- (3) A change in type of service;
- (4) A change in Switched Access Service Interface (i.e., DS1 or DS3);
- (5) A change in Switched Access Service Traffic Type;
- (6) A change in type of Special Access Service Channel Termination;
- (7) A change for two-point to multipoint Special access

(B) If Access Service is disconnected prior to the expiration of the minimum period, the Customer is responsible for the applicable charges for the balance of the minimum period. The minimum period charge for monthly billed services will be determines as follows:

- (1) For Switched Access Service, the charge for a month or fraction thereof is the applicable minimum monthly charge for the capacity made available to the Customer.
- (2) For Special Access Service facilities, the charge for a month or fraction thereof is the applicable monthly charge for the service as set forth in this tariff.
- (3) All applicable non-recurring charges for the service twill be billed in addition to the minimum period charge.

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