

5.1 Cancellation Charges – AT&T Dedicated Ethernet

For cancellation charges for Interstate and Intrastate Access AT&T Dedicated Ethernet service provisioned in:

5.1.1 AR, CA, IL, IN, KS, MI, MO, OH, OK, NV, TX and WI

A Customer may cancel an Access Order for installation of Service. Customer must cancel the Access Order at least 1 day before the due date. The Cancellation Date is the date AT&T receives written notice from Customer that the order is to be cancelled.

If Customer is unable to accept Service within 31 calendar days after the original due date, and AT&T has not received a supplement to the Access Order to extend the due date within 30 calendar days after the original due date, AT&T may cancel the order on the 31st calendar day after the original due date and charges specified below will apply.

If Service has been fully provisioned, AT&T alternatively may begin billing for the Service on the 31st calendar day after the original due date.

At no time will cancellation charges apply until AT&T has incurred costs for installation of facilities. Service installation costs AT&T incurs start on the application date, when AT&T confirms the order with Customer.

A. When Cancellation Charges Apply

Cancellation charges are based upon the date that Customer cancels an Access Order with respect to the Design Layout Report Date (DLRD) of the Service being provisioned. The DLRD is the date the Design Layout Report is forwarded to Customer. AT&T provides the DLRD to Customer upon firm order confirmation.

When an Access Order is cancelled (or a part of an order), cancellation charges will apply, even when nonrecurring installation charges would otherwise be waived, as follows:

Cancellation charge will apply on a per circuit basis when service is cancelled:	Cancellation Charge (Per Circuit)
Interstate or Intrastate Access	
On or before the Design Layout Report Date (DLRD)	\$800.00
After the Design Layout Report Date (DLRD)	\$3,200.00

B. When Cancellation Charges Do Not Apply

Cancellation charges do not apply under the following circumstances:

- If AT&T misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions);
- If AT&T cancels an order because Customer does not agree to pay applicable Special Construction charges as described in Part 1, Section 8;
- If AT&T requests that Customer cancel and re-submit an order; or
- If Customer cancels an order and, within 90 days after the cancellation date of that order, submits a new order for Service to the same service address with bandwidth equal to or greater than the bandwidth requested in the cancelled order. Customer may be required to submit a claim for a credit for, or reversal of, the cancellation charge in order to establish that the new order is related to the cancelled order and meets the criteria specified above.

5.1.2 AL, FL, GA, KY, LA, MS, NC, SC and TN

- A. Customer may cancel an Access Order for the installation of Service at any time prior to AT&T notification that Service is available for Customer's use. The Cancellation Date is the date AT&T receives written notice from Customer that the order is to be cancelled.

If Customer is unable to accept Service within 31 calendar days after the original due date, and AT&T has not received a supplement to the Access Order to extend the due date within 30 calendar days after the original due date, AT&T may cancel the order on the 31st calendar day after the original due date and charges specified below will apply. If AT&T has fully provisioned Service, AT&T alternatively may begin billing for the Service on the 31st calendar day after the original due date.

- B. When Customer cancels an Access Order for the installation of service, a Cancellation Charge will apply as follows:
- Costs AT&T incurs in conjunction with the provision of Special Access (a.k.a. BellSouth SPA) Service starts on the Application Date as defined in 5.1.2.C.
 - When an Access Order is cancelled prior to the Design Layout Report Date, as defined in 5.1.2.C., no charges apply.
 - When an Access Order is cancelled on or after the Design Layout Report Date, a charge equal to the estimated costs AT&T incurs apply. Such charge is determined as specified in 5.1.2.C.

C. Charges applicable, as specified in 5.1.2.B., are based on AT&T's estimated costs at the time the order is cancelled. AT&T determines the estimated costs based on the following:

- Certain AT&T critical dates are associated with an Access Order provisioning interval, whether standard or negotiated. AT&T uses these dates to monitor the progress of the provisioning process. At any point in the Access Order interval AT&T is able to determine which critical date was last completed and can thus determine what percentage of AT&T's provisioning costs have been incurred as of that critical date.
- The critical dates AT&T tracks are as follows:

Application Date (APP): The date Customer provides AT&T: (1) a firm commitment for Service; and (2) sufficient information to enable AT&T to begin Service provisioning. This is also the order date.

Scheduled Issue Date (SID): The date that AT&T enters the order into AT&T's order distribution system.

Design Layout Report Date (DLRD): The date AT&T forwards the Design Layout Report (DLR) to the Customer.

Records Issue Date (RID): The date that AT&T should send all design and assignment information to the central office and installation forces.

Wired and Office Tested Date (WOT): The date by which AT&T should: (a) complete all intraoffice wiring; (b) establish all plug-ins optioned, aligned, and frame continuity; and (c) test the interoffice facilities, if applicable. In addition, the WOT date is the date that AT&T should install and test all switching equipment, including translation loading.

Plant Test Date (PTD): The date on which AT&T starts overall testing of the Service.

Engineering Information Report Date (EIRD): The date the engineering group in another ISS area provides information to the primary engineering group.

Service Date (DD): The date on which AT&T expects to make Service available to Customer. This is sometimes referred to as the Due Date.

- The critical dates AT&T tracks are as follows: (Cont'd)

Designed, Verified, and Assigned Date (DVA): The date by which AT&T's field implementation groups must report that they have received all documents and materials.

Frame Continuity Date (FCD): Date on which AT&T must complete frame-to-frame testing. This is sometimes referred to as the Facility Continuity Check Date.

Loop Assignment and Make-up Date (LAM): The date by which AT&T must make available Local Loop Assignment and Make-up information.

Confirming Design Layout Report Date (CDLRD): The date Customer confirms the Design Layout Report (DLR).

- The percentage of the total provisioning cost AT&T incurred at a particular critical date varies by the type of Service as shown in *Cancellation Charge Percentages* described below.
- When Customer cancels an Access Order, or part of an Access Order, before the service date, AT&T will apply cancellation charges to the order. AT&T calculates Cancellation Charges by multiplying all the nonrecurring charges associated with the order, or that part of the order being cancelled, by the percentage shown in *Cancellation Charge Percentages* described below for the critical date last completed on the order.⁽¹⁾

(1) As set forth in 5.1.2.B., when Customer cancels an order prior to the DLRD, no cancellation charges shall apply.

- Cancellation Charge Percentages

Critical Dates

After:	APP	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD
Before:	SID	LAM	EIRD	DLRD	RID	DVA	WOT	FCD	PTD	DD	
	18.2	34.1	34.1	36.4	38.8	40.5	48.3	71.6	88.8	94.4	100.0

- D. When Customer cancels a service order for Service prior to the beginning of the selected service period, Customer will be liable for all capital expenses AT&T incurred in provisioning the Service as of the date Customer cancelled the order. The charges AT&T bills to Customer will not exceed an amount equal to the minimum period for the Service as set forth in Part 2, Section 3 of this Service Guide at the Monthly Extension rates set forth in Part 2, Section 3 of this Service Guide. AT&T will bill such charges in addition to and subsequent to the cancellation charges set forth in 5.1.2.B.
- E. When Customer cancels an order for the discontinuance of Service, no charges apply for the cancellation.
- F. If AT&T misses a service date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions), Customer may cancel the Access Order without incurring cancellation charges.

5.2 Cancellation Charges – AT&T Switched Ethernet Service

The following cancellation charges apply for Interstate and Intrastate Access AT&T Switched Ethernet Service.

Customer may cancel an order for the installation of Service at any time prior to AT&T's notice that Service is available for Customer's use. The Cancellation Date is the date AT&T receives written notice from Customer that the order is to be cancelled or the date AT&T cancels the order pursuant to Part 1, Section 3, paragraph 3.4.

When either Customer or AT&T cancels an order for a new Service Port, Cancellation Charges will apply, even when nonrecurring installation charges would otherwise be waived. Applicable Cancellation Charges will be calculated based on the number of calendar days between AT&T's receipt of the order and the Cancellation Date. A Cancellation Charge will apply on a per Port basis as shown in the table below.

Cancellation Charge	
Cancellation Date – Calendar Days after Receipt of Order	Cancellation Charge (Per Port)
0-30	\$0.00
31-60	\$2,000.00
61+	\$3,000.00

When Cancellation Charges Do Not Apply

Cancellation Charges do not apply under the following circumstances:

- If AT&T misses a service due date by more than 30 days due to circumstances over which it has direct control (excluding, e.g., Force Majeure conditions);
- If Customer cancelled an order because it does not agree to pay applicable Special Construction charges as described in Part 1, Section 7;
- If AT&T requests Customer to cancel and re-submit an order;
- If Customer cancels an order and, within 90 days after the cancellation date of that order, submits a new order for Service to the same service address with bandwidth equal to or greater than the bandwidth requested in the cancelled order. Customer may be required to submit a claim for a credit for or reversal of the Cancellation Charge, in order to establish that the new order is related to the cancelled order and meets the criteria specified above; or
- If AT&T cancels an order as described in Part 1, Section 3, paragraph 3.4 (*AT&T's Discretionary Cancellation of Orders*).