

SECTION 2 - Service Description

SD-1.4.3 Service Date Change Charge/Service Date Change Dispatch Charge

If a Customer is unable to accept Service on the original due date, the Customer may issue supplements to an order to change the original due date to a date no more than 120 calendar days after the original due date. When such requests are made, AT&T will accordingly delay the start of Service and the Customer will incur a Service Date Change Charge for each supplemental order. The first supplement to the order must be received by AT&T on or before the 30th calendar day after the original due date. (C)

If a Customer issues any supplement to an order to extend the original due date but is unable to accept Service within 121 calendar days after the original due date, one of the following will apply:

- If Service has not been fully provisioned, AT&T will cancel the order on the 121st calendar day after the original due date and the charges specified in Section SD-1.4.4 will apply; or (C)
- If Service has been fully provisioned, AT&T will begin billing for the Service on the 121st calendar day after the original due date.

If a 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 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 in Section SD-1.4.4 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. For purposes of this Section, Service has been "fully provisioned" once a Customer Port Connection (Port) has been installed and is ready for use, including its associated Committed Information Rate (CIR) and Class of Service (CoS). Ethernet Virtual Channels (EVCs) associated with a Port may be ordered either at the same time as the Port or subsequently. (C)

If an AT&T technician is dispatched to the Customer's Premises on the scheduled service date and the Customer is not ready to accept Service or the Customer has failed to notify AT&T before 3:00 PM (CT) on the business day prior to the scheduled service date that the service date needs to be changed, a Service Date Change Charge will apply, in addition to the Service Date Change Dispatch Charge.

1.4.3.1 AT&T's Discretionary Cancellation of Orders

If AT&T cannot fully provision Service, or Customer is unable to accept Service, and no due date has been established, AT&T will send Customer a written clarification notice(s) regarding the order advising Customer to supplement its order(s) within 30 days after the date of the written clarification notice. If AT&T does not receive a supplement to the order(s) within 30 days after the date of the written clarification notice, AT&T, in its sole discretion, cancel the relevant order(s). (N)

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SD-1.4.4 Cancellation Charges

A Customer may cancel an order for the installation of Service at any time prior to AT&T's notice that Service is available for the Customer's use. The Cancellation Date is the date AT&T receives written notice from the Customer that the order is to be cancelled or the date AT&T cancels the order pursuant to Sections SD-1.4.3 or SD-1.4.3.1. (C)

When either a Customer or AT&T cancels an order for a new Service Port, Cancellation Charges will apply, even when non-recurring 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: (C)

Cancellation Charge For Service	
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

SD-1.4.4.1 When Cancellation Charges Do Not Apply

Cancellation Charges do not apply under the following circumstances:

- (1) 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);
- (2) If an order is cancelled because the Customer does not agree to pay applicable Special Construction charges as described in Section SD-4.11;
- (3) If AT&T requests that the Customer cancel and re-submit an order; (C)
- (4) If the 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 (C)
- (5) If AT&T cancels an order as described in Section SD-1.4.3.1 (N)

SD-1.4.5 Inside Wiring Availability

Customer may request that AT&T install Inside Wiring at the time of Service installation. Inside Wiring is a deregulated connection from AT&T's demarcation point to Customer Premises equipment (CPE). For terms and conditions, refer to:

http://cpratt.com/pdf/publications/Inside_Wiring_Service_Guide_Attachment.pdf