



## ORDER PROCESS MANAGEMENT PLAN

### Introduction / Reason for Plan

Recognizing that continuing to provide successful service implementation is the crucial first step for a long-term relationship, Level 3 employs a multi-stage provisioning process to install network circuits quickly and efficiently.

Level 3 will provision new services by assessing the DIR's networking needs and deploying the required services across network elements. Level 3's proven and repeatable ordering and provisioning process consists of resource coordination, service connection design, system configuration, and implementation of all associated transmission, wiring, and equipment. This process ensures that the resulting configurations are mutually consistent and meet DIR user requirements.

Building onto our Order Implementation Plan, this document outlines the Order Process Management Plan for the DIR and its customers. All elements unless stated from the Order Implementation Plan will carry forward to the ongoing Order Process Management Plan. Level 3 will maintain the integrity of the end-to-end order process during the term of the CTSA.

The process, components, requirements for ordering services will remain as stated in The Order Process Implementation Plan except for process improvements which are part of the Level 3 Customer Quality Program

Level 3 will continue to address DIR purchase/order requirements thereby ensuring that only authorized orders are accepted by Level 3.

### Delivering Services

The Level 3 Account Director (AD) for the DIR will continue to provide information about Level 3 services and act as an overall Relationship Manager from Level 3. The Account Director will gather and confirm service specifications and requirements: elements necessary to submit an accurate order. Executing all quotes and orders for new and/or additional services, the Account Director serves as a general liaison between the DIR and Level 3, and ensures all necessary resources are applied to the general implementation of services. All correspondence concerning an order will indicate the applicable Circuit Record Code (CKR). Connection Notice or Service Order Completion Notice (SOCN) will be delivered upon service activation.

Level 3 will notify DIR or DIR's Customer when the service has been successfully installed and is available for use ("Service Date"). Unless DIR or DIR's customer notifies Level 3 by the close of business on the Service Date that the service is not operational, the Service Term will commence. If DIR or DIR's Customer notifies Level 3, then Level 3 will coordinate as necessary to resolve any operational issues and the Service Date will be adjusted to reflect the date that the service is available for use. DIR or its Customer will be entitled to a credit equal to 1/30<sup>th</sup> of the monthly recurring charge for each day until the service is available for use. The Service Date will not be delayed or postponed due to problems with DIR or DIR's Customer equipment or lack of readiness to accept or use Service.

Level 3's standard testing period is three business days. Circuit testing and delivery can be scheduled to occur outside of business hours when appointments are set in advance. Our test and acceptance intervals range from 15 minutes to 24 hours. We employ multiple test patterns performed to a loopback at the customer premises. Should the application call for additional testing before the circuit is released, Level 3 will consider and negotiate any further customer-requested tests.



**Service Ordering**

**Price Quotes**

DIR will request price quotes through their Remedy System via email. DIR prices quote requests should be directed to: [TXDIR-quoterequest@level3.com](mailto:TXDIR-quoterequest@level3.com).

**Rejecting Services**

Level 3 will quote only on services it can provide under the CTSA. Level 3 will assist the DIR by rejecting services for the following reasons:

- Request does not provide both a CKR and a TSR
- Request contains one or more data elements that are known to be incorrect, incomplete, inaccurate or insufficient data elements

Level 3 will inform DIR of rejected orders within the allowable Acceptance of Order timeframe and provide assistance in correcting details.

Level 3 provides the following standard intervals for the service order milestones. Standard intervals are calculated in business days from the time that a clean order is received by Level 3:

- |                                  |  |
|----------------------------------|--|
| 1. Order Acknowledgement (OA)    | Day 2  |
| 2. Order Confirmation (OC)       | Day 4  |
| 3. Firm Order Confirmation (FOC) | Day 7  |
| 4. Order Completion Notice (OCN) | Day 25   |
| 5. Order Rejection Notice (ORN)  | Day 4  |
| 6. Order cancellations           | Must be cancelled before FOC date or cancellation fees may apply |
| 7. Moves, Adds, Changes          | Same process as a new order                                      |
| 8. Disconnects                   | Effective 30 days from receipt date of Disconnect request        |

**Service Standard Intervals**

Setting appropriate expectations for installation of new services is a critical step in delivering an excellent customer experience for the DIR and its end users.

Exceptions to the Standard Intervals include,

1. Level 3 requires a facilities or capacity build to provide the requested service.
2. Customer not ready to accept service for any reason.

Level 3 Communications is committed to providing DIR with the highest levels of quality and service. In an effort to continue this commitment, Level 3 provides the following Standard Service Intervals in business days

Services: Metro Ethernet  
 Private Line

Service Size	Standard Intervals
DS-1	25
DS-3	40
OC-3/OC-12	ICB
OC-48/OC-192	ICB



Service Size	Standard Intervals
Ethernet (GE/FE)	ICB
2.5G/10G Waves & Ethernet	ICB

ICB = Individual Case Basis

Services: Internet  
MPLS

Service Size	Standard Intervals
DS-1	28
DS-3	43
OC-3/OC-12	ICB
OC-48/OC-192	ICB
Ethernet (GE/FE)	ICB
2.5G/10G Waves & Ethernet	ICB

ICB = Individual Case Basis

**Important Items to Note:**

- Level 3 calculates The Standard Intervals upon “Clean Order Receipt” into the Level 3 systems. Level 3 designs a customer’s service and customers will receive a Customer Commit Date (CCD). See Service Order Intervals below.
- All orders are subject to capacity availability, including off-net vendor capacity, if applicable.
- Major capacity builds take 40-60 days, the Capacity Verification Request (CVR) process will assist in setting the appropriate expectations for these situations.

**Expedited Provisioning Intervals**

Minimum Implementation Intervals for expedited requests and the Expedite Fee structure applied for implementation due dates requested less than Standard Interval are presented in the chart below:

Service Size	On-Net Service		Off-Net Service	
	Minimum Implementation Interval in Business Days	Expedite Fee	Minimum Implementation Interval in Business Days	Expedite Fee (in addition to any on-net expedite fee)
DS-1	7	\$750	10	\$500
DS-3	10	\$750	15	\$1,000
OC-3	10	\$1,500	15	\$2,000
OC-12	10	\$1,500	15	\$2,000
OC-48	10	\$3,000	ICB	\$2,000
2.5G Wave	10	\$3,000	n/a	\$2,000
10G Wave	10	\$3,000	n/a	\$2,000

\*ICB – Individual Case Basis

**Important Items to Note:**

- Orders submitted with an expedited interval will be prioritized above non-expedited orders, but expediting an order does not guarantee installation of services on a specified Customer Commit Date (CDD).
- Level 3 will provide DIR and its Customers with a “best effort” expedite at no cost. DIR understands this does not guarantee an expedited installation.



- The table below details how Level 3 will manage Customer Commit Date (CCD) according to the Standard Interval policy.
- Orders submitted with an expedited interval will be prioritized above non-expedited orders, but expediting an order does not guarantee installation of services on a specified Customer Commit Date (CDD).
- Level 3 will provide DIR and its Customers with a “best effort” expedite at no cost. DIR understands this does not guarantee an expedited installation.
- The table below details how Level 3 will manage Customer Commit Date (CCD) according to the Standard Interval policy.

Requested Interval	Requested CDD	Level 3 CDD Calculation
Standard	CDD ≥ Standard Interval	Level 3 will accept the requested CDD and process the order accordingly.
Standard	CDD < Standard Interval	Level 3 will apply the standard interval.
Expedite	CDD ≥ Minimum Interval	Level 3 will accept the requested CDD and process the order accordingly. Appropriate Expedite Fees will be applied to the order.
Expedite	CDD < Minimum Interval	Level 3 will apply the minimum implementation interval. Appropriate Expedite Fees will be applied to the order.

\*All orders are subject to capacity availability, including off-net vendor capacity, if applicable.

Level 3 will provide a OCN to DIR and the Customer only after all the components of an order are fully implemented, Level 3 has completed testing, the Customer has accepted the service and the service is ready for the Customer’s use.

Level 3 will notify DIR or DIR’s customer when the service has been successfully installed and is available for use (“Service Date”). Unless DIR or DIR’s Customer notifies Level 3 by the close of business on the Service Date that the service is not operational, the Service Term will commence. If DIR or DIR’s Customer notifies Level 3, Level 3 will coordinate as necessary to resolve any operational issues and the Service Date will be adjusted to reflect the date that the service is available for use. The Service Date will not be delayed or postponed due to problems with DIR or DIR’s Customer equipment or lack of readiness to accept or use Service.

**Telecommunications Service Priority (TSP)**

As a Common Carrier registered with the FCC, Level 3 as service provider that, if accepting an order with a TSP code, is required to act according to TSP regulations. This means if we receive an order with a TSP provisioning priority, Level 3 as a company is required by law to make every effort necessary to ensure the order is provisioned on the Customer Request Date.

Repair issues for any service instance having a TSP Auth code should take priority over all other service outages, except over internal Level 3 owned control services or orderwires needed for provisioning, restoration, or maintenance.

TSP (Telecommunication Service Priority) is a program designed by the FCC to ensure all telecommunication service pertaining to national security and emergency preparedness (NS/EP) will receive top priority in both provisioning and restoration. TSP is governed by the Office of Homeland Security and must be proven to be related to NS/EP to receive a TSP code.



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Repair issues for any service instance having a TSP Authorization code should take priority over all other service outages, except over internal Level 3-owned control services or orderwires needed for provisioning, restoration, or maintenance.

In the event that service outages occur that involve more than one service instance having a TSP Authorization code, the following sequence should be followed for repair and provisioning of those services:

- Restore TSP services with restoration priority 1.
- Provision Emergency TSP services with a provisioning priority E.
- Restore TSP services with restoration priority 2-5.
- Provision TSP services with provisioning priority 1-5.

Note: Priority levels E (the highest provisioning level), 1, 2, 3, 4, and 5 are assigned to TSP provisioning requests. Priority level "E" is assigned only to Emergency provisioning requests. Priority levels 1 (the highest restoration level), 2, 3, 4, and 5 are assigned to TSP restoration requests. A zero (0) in either priority-level position indicates no priority.

**Portability Policy**

DIR may on at least 30 days' prior written notice to Level 3, terminate its use of any Service (excluding Collocation Services) after the Service Commencement Date but prior to the end of the initial Service Term, without the payment of any applicable termination liability if:

- i. DIR contemporaneously places and Level 3 accepts an Order for a new, replacement On-Net Service of the same Service type with equal or greater capacity with a Service Term of not less than the greater of (a) the remaining Service Term of the Service being terminated, or (b) one (1) year;
- ii. DIR pays all non-recurring charges applicable to the replacement Service;
- iii. DIR pays any actual termination liability payable to any third party applicable or related to the Service being terminated; and
- iv. The monthly recurring charges applicable to the replacement Service are not less than the monthly recurring charges payable for the Service being terminated."

Incentives:

Level 3 will waive all early termination charges under the following circumstances:

- **Business downturn:** In the event that a business downturn beyond Customer's control significantly reduces the size or scope of Customer's operations (e.g., no less than a 50% reduction in force or 50% year-over-year reduction in revenue unrelated to activity involving mergers, acquisitions, divestitures or business combinations) and the volume of Contributory Services required by Customer (notwithstanding Customer's best efforts to avoid such a shortfall), Level 3 and Customer will cooperate in efforts to develop a mutually agreeable alternative proposal that will address the concerns of both parties and comply with all applicable legal and regulatory requirements and restrictions. By way of example and not limitation, such alternative proposal may include changes in discounts, credits, revenue and/or volume commitments, the multi-year service period, and other provisions. If the parties reach mutual agreement regarding such an alternative proposal, the parties will execute a contractual amendment to implement any mutually agreeable alternative proposal, subject to all applicable legal and regulatory requirements. This Section shall not apply to a change resulting from a decision by Customer to: (i) reduce its overall use of the Contributory Services; (ii) alter its communications architecture; or (iii) transfer portions of its communications traffic or projected growth to carriers other than Level 3. Nothing in this Section shall in any way alter the terms and conditions of this Agreement unless and until both parties agree to and execute an amendment to this Agreement.
- **Technology upgrade:** If, during the Service Term associated with the Relevant Customer Order, Customer wishes to replace the Service identified in the Relevant Customer Order ("Relevant Service")



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with a new, replacement On-Net Service of the same Service type and equal or greater capacity ("Replacement Service"), then Customer may request that Level 3 provide Customer with a quote for such Replacement Service. Level 3 agrees to waive any early termination liability associated with the Relevant Service provided:

- Customer places (and Level 3 subsequently accepts) a Customer Order for the Replacement Service with a Service Term of not less than the greater of (i) the remaining Service Term of the Relevant Service, or (ii) one (1) year;
  - Customer pays all non-recurring charges applicable to the Replacement Service;
  - Customer pays any actual termination liability payable to any third party applicable or related to the Relevant Service being terminated, and
  - The monthly recurring charges applicable to the Replacement Service are not less than the monthly recurring charges payable for the Relevant Service.
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- Service upgrade (increased bandwidth): Level 3 will not penalize DIR when moving from a lower bandwidth to a higher bandwidth service.