

1. GIGAMAN[®] SERVICE

A. Description

GigaMAN Service is a service which provides the transmission of data at a discrete bit rate of 1 Gbps, in Ethernet format. This service can be used to connect customer-designated premises in a Node-to-Node configuration. Within a single network, one or more channels may be provided.

GigaMAN Service can be used to seamlessly extend customer local area networks to off-site locations such as data centers, storage locations or satellite office locations within the same metro area. Applications that could be used with GigaMAN Service include LAN-to-LAN connectivity, CAD/CAM file transfer, telemedicine and business continuity transport.

B. Definitions

Channel Mileage (CM)

Provides for the transmission facilities between the serving wire centers associated with the designated customer premises.

Repeater (RPTR)

A repeater (circuit regenerator) will be used to extend the transmission of GigaMAN Service. The Company will determine when repeaters are necessary. In addition, the first repeater in a multi-repeater circuit will be used for service alarming and monitoring purposes.

Node Termination (NT)

Provides for the communications path between the customer-designated premises and the serving wire center of that premise, or between two customer-designated premises.

Wire Center Termination (WCT)

Provides for the termination of digital transmission facilities between two or more serving wire centers. These transmission facilities are categorized as channel mileage, as described above.

1. GIGAMAN[®] SERVICE (cont'd)

C. Terms and Conditions

In addition to regulations set forth elsewhere in this Service Guide the following regulations apply to GigaMAN Service:

1. The customer provided equipment (CPE) must deliver the data signal for the GigaMAN transport within the industry specification for the subscribed data service. See Paragraph E. - *Technical References*.
2. GigaMAN provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by CPE, for the quality of or defects in such transmission, for the reception of signals by CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by CPE is the customer's responsibility.
3. GigaMAN is designed to provide connectivity at the discrete bit rate of 1 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.
4. GigaMAN Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
5. Node terminations are not allowed in Company wire centers.
6. Interoffice mileage is calculated using the V and H coordinate method described in Part 15, Section 1 of this Service Guide.

1. GIGAMAN[®] SERVICE (cont'd)

C. Terms and Conditions (cont'd)

7. Repeaters (circuit regenerators) will be located in Company wire centers as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes). GigaMAN circuits provisioned prior to November 19, 2003 may not have required a repeater.
8. Route diversity options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. Route diversity is only available to customers with service installed after November 19, 2003.
9. Additional repeaters (circuit regenerators) may be required on the diverse or alternately routed path when Protection Options are ordered by the customer. The need for repeaters on the protected path will be determined by the Company. Additional charges will apply.
10. Channel Mileage charges are applicable on both paths of the GigaMAN Service when any of the Protection Options are ordered.
11. If Protection Options are added to an existing GigaMAN circuit that was installed after November 19, 2003, a temporary service interruption will result as the new protected circuit must be re-designed and re-installed. Termination Charges will not apply for the circuit redesign (see *Term Pricing Plan* following for requirements). This installation must occur during an agreed-upon maintenance window between a designated customer representative and the Company. The customer will be responsible for providing adequate floor space, as determined by the Company, to accommodate additional equipment bays and related power protection equipment (such as batteries). Protection Options are contingent on availability of equipment and fiber facilities from premise to premise. Other Special Construction charges, as necessary, may apply.
12. GigaMAN Service is not available in a meet-point billing arrangement involving other Carrier's.

1. GIGAMAN[®] SERVICE (cont'd)

D. Features

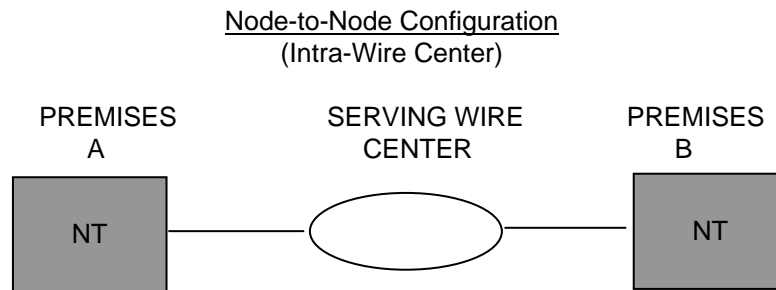
1. Standard Features

All basic service configurations provide full duplex transmission. There is one type of GigaMAN Service configuration: Node-to-Node Service.

Node-To-Node Service

A Node-to-Node configuration connects two customer-designated premises either inter- or intra-wire center.

The following diagram depicts a Node-to-Node configuration connecting two customer-designated premises served from the same wire center.



NT = Node Termination

Applicable service elements are:

- Node Termination (two applicable)

1. GIGAMAN[®] SERVICE (cont'd)

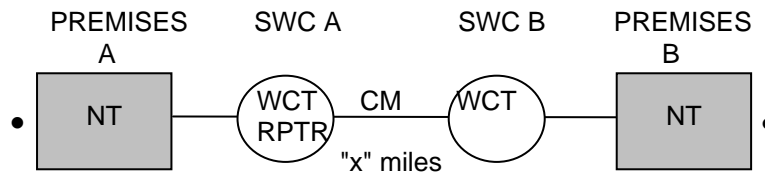
D. Features (cont'd)

1. Standard Features (cont'd)

Node-To-Node Service (cont'd)

The following diagram depicts a Node-to-Node configuration connecting two customer-designated premises with serving wire centers located "x" miles apart.

Node-to-Node Configuration ("x" miles apart)
(Inter-Wire Center)



NT = Node Termination
WCT = Wire Center Termination
CM = Channel Mileage
SWC = Serving Wire Center
RPTR = Repeater (where required)

Applicable service elements are:

- Node Termination (two applicable)
- Wire Center Termination (two applicable)
- Channel Mileage ("x" miles)
- Repeater (where required)

1. GIGAMAN[®] SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features

Diversity and Protection Options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. End-to-end diversity can be achieved by coupling Alternative Wire Center Diversity with Inter-Wire Center Diversity, in those instances where each end of a circuit is served out of different serving wire centers. Diversity and Protection Options are only available to customers with service installed after November 19, 2003. In addition to charges for the various Protection Options, normal charges for the Node Termination, Wire Center Termination and Channel Mileage will apply. Protection Options provide additional levels of reliability to GigaMAN Service. There are multiple options for Protection at each end of a two point circuit. The options at each end do not need to be the same, but both ends must include some form of Protection, for any to be offered. A GigaMAN circuit cannot include Protection at only one end (excluding Power Protection which can be at just one end, or both ends, of the circuit).

The following options are available for Diversity:

- Local Channel Diversity
- Inter-Wire Center Diversity
- Alternate Wire Center Diversity

The following options are available for Protection:

- Equipment Only Protection
- Equipment Plus Fiber Path Protection, with ...
 - Alternate Wire Center Path Protection, or
 - Local Channel Path Protection
- Inter-Wire Center Path Protection^{/1/}
- Power Protection

/1/ Inter-Wire Center Path Protection must be ordered in conjunction with an Equipment Protection option at each end of the circuit.

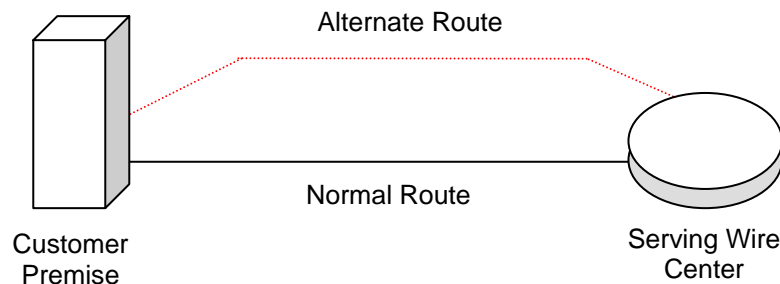
1. GIGAMAN[®] SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features (cont'd)

Local Channel Diversity

Local Channel Diversity provides for a transmission path between a designated customer premise and the standard serving wire center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations. With this arrangement, one or more node termination channels will be provisioned over the standard route and one or more node termination channels will be provisioned over a diverse route. Local channel diversity does not provide for full diversity; it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.



1. GIGAMAN® SERVICE (cont'd)

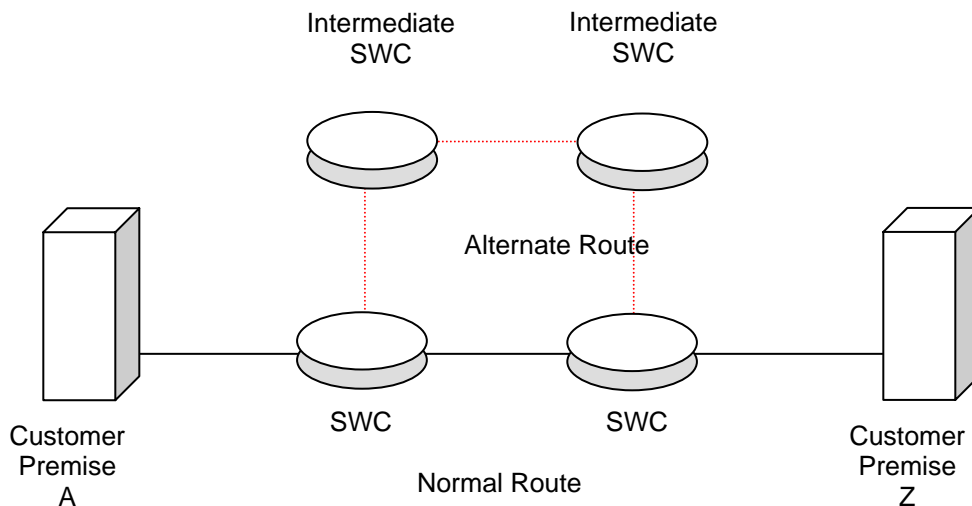
D. Features (cont'd)

2. Optional Features (cont'd)

Inter-Wire Center Diversity

Inter-Wire Center Diversity arrangements presume that each end of a GigaMAN node termination channel is served out of a different serving wire center (SWC). This arrangement provides a transmission path for GigaMAN node termination channels between the customer's designated SWC and the serving wire center at the distant end of the circuit, over a transmission path that is separate from the standard transmission path between the two wire centers. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit path of the diversely routed GigaMAN Service. Inter-Wire Center Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations.

Inter-wire center diversity does not provide for full diversity; it only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be implemented along with Inter-Wire Center Diversity. Additionally, arrangements must be made for constructing dual entrance facilities at the customer's premise, at the customer's expense.



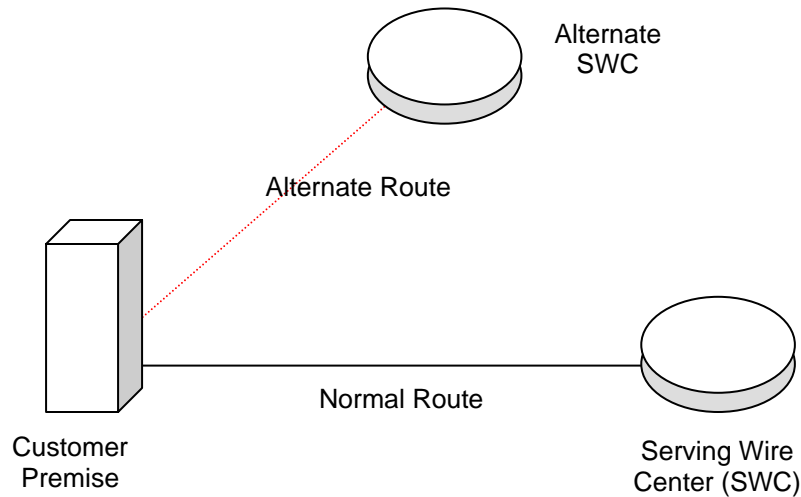
1. GIGAMAN® SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features (cont'd)

Alternate Wire Center Diversity

Alternate Wire Center Diversity is for the local loop only. It provides a node termination transmission path for GigaMAN service between the customer's designated premises and a wire center that is not the normal (or standard) serving wire center. The Company will choose the alternate wire center closest to the customers designated premise that is capable of providing GigaMAN Service over the alternate route. Alternate Wire Center Diversity does not require the purchase of two GigaMAN Services by (or for the benefit of) the same customer, nor does it require the customer to have an existing GigaMAN circuit operating over the normal (or standard) route to the normal (or standard) serving wire center. With this arrangement, one or more node termination channels will be provisioned over the alternate route. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.



1. GIGAMAN[®] SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features (cont'd)

Equipment Only Protection

Equipment Only Protection offers a network design where one GigaMAN signal will be routed down two different fiber pairs that co-exist in the same cable and conduit structure, and terminate at the customer's premise in the same device (but into separate and distinct modules). Protection switching will occur between the two modules if necessary. Should one fiber pair or network element become defective, service will be maintained through 50 millisecond protection switching within the network terminating equipment (NTE) at the customer's demarcation point. If both fiber pairs are cut, an Out Of Service condition will result. This form of protection can only be ordered per loop (per end) for each circuit the customer wishes to protect.

Equipment Plus Fiber Path Protection

Equipment Plus Fiber Path Protection offers varying degrees of path protection for each terminating end of the circuit. For circuits that are served by different wire centers, Equipment Plus Fiber Path Protection may be combined with Inter-Wire Center Path Protection, to ensure a fully-protected circuit.

Equipment Plus Fiber Path Protection, with

Alternate Wire Center Path Protection

One GigaMAN (1 Gbps) signal will be routed over one fiber pair of the protected circuit from the customer's premise to the normal serving wire center, and a duplicate GigaMAN (1 Gbps) signal will be routed over a diversely routed fiber pair to the Alternate Wire Center selected by the Company. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed in those instances where there is not a minimum separation of 10 feet between paths. The customer can also select Equipment Only Protection for an inter-office segment where facilities are not available. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a customer desires full path diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

1. GIGAMAN[®] SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features (cont'd)

Equipment Plus Fiber Path Protection (cont'd)

Equipment Plus Fiber Path Protection, with (cont'd)

Local Channel Path Protection

The two fiber pairs of the protected service will be routed diversely to the normal serving wire center. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. This option can be selected for one or both terminating ends. If an equipment failure or fiber cable cut occurs in a segment of the circuit that has this form of protection, the circuit will be switched to the alternate path in 50 milliseconds or less. If a customer desires full path diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.

Inter-Wire Center Path Protection

Each fiber pair is routed through different Central Offices between the two serving wire centers, or between the standard serving wire center and an alternate serving wire center. Inter-Wire Center Protection begins at the first manhole out of the Central Office. If only the two serving wire centers are involved, the two fiber pairs will be routed down two fiber paths that are separated by at least 10 feet. If any location between the fiber paths is closer than 10 feet, the location or locations will be disclosed to the customer. The customer will determine whether to accept the engineered path, or agree to pay Special Construction Charges to have a completely diverse route constructed. The customer will receive Equipment Only Protection for an inter-office segment where facilities are not available. If an equipment failure or fiber cable cut occurs on one of the inter-office routes, the circuit will be switched to the alternate path in 50 milliseconds or less. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit paths of both protected fiber pairs.

1. GIGAMAN[®] SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features (cont'd)

Power Protection

Power Protection provides customers with battery back-up for up to eight (8) hours to maintain GigaMAN equipment in case of a power failure. Power Protection is provided on a per rack or cabinet basis, and customers in a multi-tenant building will require separate equipment and bays dedicated to each customer. Power Protection is not available for installations using a wall mounted cabinet. Requests for Power Protection are subject to equipment availability and compatibility. Upon receipt of a customer request for Power Protection, the Company will determine the availability, design and engineering requirements for Power Protection, and the appropriate number of service element charges to apply. The addition of Power Protection to existing GigaMAN Service will result in a temporary service interruption.

1. GIGAMAN[®] SERVICE (cont'd)

E. Technical References

The customer interface to GigaMAN Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>
Ethernet Standards for the SBC Local Exchange Companies	SBC-TP-76412-000
Network Performance Parameters for Dedicated Digital Services – Definitions and Measurements	ANSI TI.503-2002

The Technical Reference can be obtained from:

APEX Support Team
(734) 523-7348

The ANSI publication can be obtained from:

Alliance for Telecommunications Industry Solutions
1200 G. Street, NW Suite 500
Washington, DC 20005

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices

1. Service Elements

Description /Billing Code/	Nonrecurring Charge
<u>Nonrecurring Charges</u>	
Administrative Charge ^{/1/} - per service order /ORCMX/	\$140.00
Design and Central Office Connection Charge ^{/1/} - per circuit /NRBCL/	230.00
Customer Connection Charge ^{/1/} - per premises node and wire center terminations /NRBBL/	755.00
Protection Options Per terminating end	
- Equipment Only /CPAEX/	625.00
- Equipment Plus Fiber Path Protection, with ... Alternate Wire Center Path Protection /CPAFX/, or Local Channel Path Protection /CPAGX/	1,400.00 1,225.00
Per rack or cabinet	
- Power Protection /VBBGX/	475.00
Per circuit	
- Inter-Wire Center Path Protection ^{/2/} /CPAHX/	625.00

/1/ Nonrecurring charges will be waived for those customers selecting the 36 or 60 month Term Payment Plan (TPP) period for new service.

/2/ Inter-Wire Center Path Protection must be ordered in conjunction with an Equipment Protection option at each end of the circuit.

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

1. Service Elements (cont'd)

Description /Billing Code/	Monthly Payment				Monthly Extension
	<i>Term Payment Plans</i>				
	12 Months	24 Months	36 Months	60 Months	
Node Termination - per point of termination /N2TDX/	\$3,300.00	\$3,100.00	\$2,850.00	\$2,500.00	\$3,800.00
Wire Center Termination - per termination /CTJ/	125.00	110.00	100.00	50.00	125.00
Channel Mileage - per inter-wire center mile /3LN5S/	125.00	115.00	100.00	75.00	125.00
Repeater - each /U4/	2,400.00	1,700.00	1,150.00	850.00	2,500.00
- each /M1RGX/ ^{/1/}	2,400.00	-	1,150.00	850.00	2,500.00
Diversity Options - Local Channel /CPALX/	750.00	750.00	750.00	750.00	750.00
- Inter-Wire Center /CPATX/	500.00	500.00	500.00	500.00	500.00
- Alternate Wire Center /CPAAX/	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00

/1/ Effective September 24, 2003, service arrangements utilizing a legacy mid-span repeater (/M1RGX/) are grandfathered and no longer available for new customers. Should existing customers utilizing a legacy mid-span repeater disconnect (or relocate one end of) their service, the legacy mid-span repeater will no longer be available. The new equipment platform must be used in those scenarios.

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

1. Service Elements (cont'd)

Description /Billing Code/	Monthly Payment				Monthly Extension
	Term Payment Plans				
	12 Months	24 Months	36 Months	60 Months	
Protection Options					
Per terminating end					
- Equipment Only /CPAEX/	\$1,375.00	\$1,225.00	\$1,050.00	\$ 900.00	\$1,500.00
- Equipment Plus Fiber Path Protection, with ...					
Alternate Wire Center Path Protection /CPAFX/ Local Channel Path Protection /CPAGX/	2,050.00	1,840.00	1,600.00	1,400.00	2,460.00
	1,825.00	1,650.00	1,425.00	1,225.00	2,190.00
Per rack or cabinet					
- Power Protection /VBBGX/	625.00	525.00	480.00	435.00	700.00
Per circuit					
- Inter-Wire Center Path Protection ^{/1/} /CPAHX/	375.00	200.00	150.00	100.00	475.00

/1/ Inter-Wire Center Path Protection must be ordered in conjunction with an Equipment Protection option at each end of the circuit.

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

2. Payment Plans

- Term Payment Plans
GigaMAN Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 12-, 24-, 36- or 60-month period. After the selected Term Payment Plan period is satisfied, the monthly extension price will apply unless a new TPP is selected. Refer to *Term Payment Plans* in Part 15, Section 1. Customers re-negotiating an existing term payment plan contract expiring after November 19, 2003 will be required to migrate to the new equipment platform.
- Single Payment Option (SPO)
A single payment option is available for this service. Refer to *Term-Payment Plans* in Part 15, Section 1 for calculating Single Payment Options.
- Deferred Payment Option (DPO)
A deferred payment option is not available for this service.

3. Termination Charges

Termination Charges will apply to service terminated prior to the contracted period. Refer to *Termination Charges* in Part 15, Section 1, for calculating Termination Charges.

Effective September 24, 2003, the Company migrated to a new equipment platform in support of GigaMAN Service. As of September 24, 2003, customers who request a conversion from the legacy GigaMAN platform to the new equipment platform will be allowed to do so under the following conditions:

- The customer must issue a disconnect order for their legacy GigaMAN Service and place a service order for GigaMAN Service using the new equipment platform. Termination Charges for the legacy service will be waived. Standard nonrecurring charges to install GigaMAN Service using the new equipment platform will apply.
- The term of the new contract must be equal to or greater than the remaining time left on the legacy GigaMAN contract.

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

3. Termination Charges (cont'd)

Migration is contingent on availability of fiber from premise to premise. Other Special Construction charges, as necessary, may apply.

For circuits installed after November 19, 2003, customers will be permitted to move one end of a GigaMAN Service to another location, without incurring Termination Charges, given the following conditions are met:

- The customer must issue a disconnect order for the existing location and place a new service order for GigaMAN Service at the new location. Termination Charges for the existing location will be waived. Standard nonrecurring charges to install GigaMAN Service as a new circuit will apply.
- Negotiated down time will apply, as the new circuit will need to be designed and installed.
- The term of the new contract must be equal to or greater than the remaining time left on the existing GigaMAN contract.
- The existing GigaMAN Service must have been in service for a minimum period of 12 months for a 2-year contract, 15 months for a 3-year contract or 18 months for a 5-year contract. Existing GigaMAN Service with 1-year contracts will not be eligible for this Moves option.

Moves are contingent on availability of fiber from premise to premise. Other Special Construction charges, as necessary, may apply.

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

3. Termination Charges (cont'd)

Customers will be permitted to add Protection Options to existing GigaMAN Service that was installed after November 19, 2003, without incurring Termination Charges, given the following conditions are met:

- The customer must issue a disconnect order for the existing circuit and place a service order for the newly protected circuit. Termination Charges for the existing circuit will be waived. Standard nonrecurring charges to install the newly protected GigaMAN Service will apply. (The conditions described here do not apply to Power Protection added to an existing GigaMAN circuit.)
- Negotiated down time will apply, as the new circuit will need to be designed and installed.
- The term of the new contract must be equal to or greater than the remaining time left on the existing GigaMAN contract. (The conditions described here do not apply to Power Protection added to an existing GigaMAN circuit.)
- The existing GigaMAN Service must have been in service for a minimum period of 12 months for a 2-year contract, 15 months for a 3-year contract or 18 months for a 5-year contract. Existing GigaMAN Service with 1-year contracts will not be eligible for this option. (The conditions described here do not apply to Power Protection added to an existing GigaMAN circuit.)

Addition of Protection Options are contingent on availability of equipment and fiber facilities from premise to premise. Other Special Construction charges, as necessary, may apply.

1. GIGAMAN[®] SERVICE (cont'd)

(N)

F. Prices (cont'd)

3. Termination Charges (cont'd)

For service installed after July 10, 2007, customers will be permitted to upgrade to a higher-speed service provided by the Company, without incurring Termination Charges, given the following conditions are met:

- an upgrade is considered an increase in speed or capacity when comparing GigaMAN Service to the new service.
- the customer must issue a disconnect order for the existing GigaMAN Service and place a service order for the new, higher-speed service, such that there is no more than 90 days overlap in service.
- the same customer locations must be utilized for the new, higher-speed service.
- the expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing GigaMAN Service.
- the existing GigaMAN Service must have been in service for a minimum period of 12 months for a 24-month contract, 15 months for a 36-month contract or 18 months for a 60-month contract. Existing GigaMAN Service with 12-month contracts will not be eligible for this Upgrade option.

(N)

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

4. Credit Allowance

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Service Guide or in the event that the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company and the Company confirms that continuity has been lost, and ends when the service is operative.

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company's failure to provide or maintain services under this Service Guide shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

1. GIGAMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

4. Credit Allowance (cont'd)

Protection Options

A Service Level Agreement (SLA) is offered with fully-protected GigaMAN Service, which provides the customer with a performance commitment that includes a service credit if the service does not perform as described. An SLA of 99.999% Service Availability performance is offered on a GigaMAN circuit with Protection (defined as Equipment Plus Fiber Path Protection for every segment of the circuit). Service Availability will be determined using unavailable seconds as defined in ANSI T1.503-2002 (see *Technical References*).

- SLAs are applicable to customers who purchase Equipment Plus Fiber Path Protection with Alternate Wire Center Path Protection or Equipment Plus Fiber Path Protection with Local Channel Path Protection on both ends of a circuit (both local channels), as well as Inter-Wire Center Path Protection, when applicable.
- If this SLA is not met, or if there is any single event of unavailability of service of 10 seconds or more, the customer will be entitled to a credit equal to 100% of the monthly rate for the circuit. Only one such credit in a billing period will apply.
- In order to qualify for this credit, the event causing the unavailability must be determined by the Company to be in its network and the failure occurred in that part of the service with Protection.
- SLA adjustments are not available in the event of a cable cut in any unprotected portion of the GigaMAN Service fiber path or due to customer-requested modifications to the service that may require down time. Routine maintenance is not counted against unavailability.
- The customer is responsible for notifying the Company when the service parameter within the calendar month falls below the committed level.
- The customer must request a service credit within 25 calendar days after the end of the month when the unavailability event occurred.

2. FIBREMAN[®] SERVICE

A. Description

FibreMAN Service is a dedicated point-to-point service connecting customer's premises. FibreMAN Service is based on the Fibre Channel protocol. FibreMAN Service provides transport of the customer's data between computer devices at a data rate of up to 2 Gbps (two billion bits per second). FibreMAN extends the connectivity between customer premise sites to enable storage connectivity between servers.

FibreMAN provides interconnection functionality which supports concurrent communications among workstations, mainframes, servers, data storage systems, and other peripherals.

FibreMAN will be offered in the metropolitan marketplace as a point-to-point, dedicated service. FibreMAN will provide connectivity between end user customer premise locations, and extends connectivity between customer premise sites to enable access between storage devices.

B. Definitions

Interoffice Channel Mileage (ICM)

Defined as the component of the service between serving wire centers, consisting of a fixed charge and a per mile charge.

Local Distribution Channel (LDC)

Defined as the channel between the customer's premises and the serving wire center that normally provides service to that customer's premises.

Repeater

A repeater (circuit regenerator) will be used to extend the transmission of FibreMAN Service. The Company will determine when repeaters are necessary. In addition, the first repeater in a multi-repeater circuit will be used for service alarming and monitoring purposes.

2. FIBREMAN[®] SERVICE (cont'd)

C. Terms and Conditions

In addition to regulations set forth elsewhere in this Service Guide, the following regulations apply to FibreMAN Service:

1. The customer provided equipment (CPE) must deliver the data signal for the FibreMAN transport within the industry specification for the subscribed data service. See Paragraph E. - *Technical References*.
2. FibreMAN provides physical layer transport only. The Company assumes no responsibility for the through transmission of signals generated by the customer's CPE, for the quality of or defects in such transmission, for the reception of signals by the customer's CPE, or address signaling to the extent addressing is performed by CPE. Error detection and correction of data generated by the customer's CPE is the customer's responsibility.
3. FibreMAN is designed to provide connectivity at the discrete bit rate of up to 2 Gbps. The service is considered interrupted when the customer reports to the Company and the Company confirms that continuity has been lost.
4. FibreMAN Service is provided at the option of the Company where facilities permit. If appropriate facilities are not available, Special Construction charges may apply.
5. FibreMAN Service is not available in a meet-point billing arrangement involving other Carriers.
6. Interoffice channel mileage is calculated using the V and H coordinate method described in Part 15, Section 1 of this Service Guide.
7. The actual throughput obtained with FibreMAN Service is distance sensitive, based on the Customer Provided Equipment (CPE) provided by the customer. FibreMAN Service will not be offered with guaranteed throughput thresholds since this is determined by the CPE provided by the customer.
8. Repeaters (circuit regenerators) will be located in Company wire centers as required. A monthly charge will be associated with each repeater network element, except for the first repeater in a circuit path (as the first repeater is also used for service alarming and monitoring purposes).

2. FIBREMAN[®] SERVICE (cont'd)

D. Features

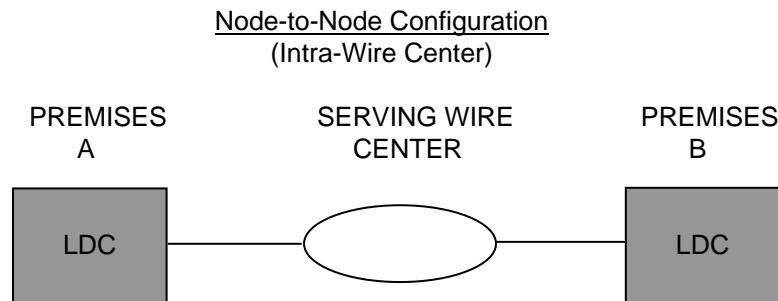
1. Standard Features

All basic service configurations provide full duplex transmission. There is one type of FibreMAN Service configuration: Node-to-Node Service. All Node Terminations connected in a Node-to-Node configuration must be the same type and transmit data at the same speed, i.e., either 1 Gbps or 2 Gbps Ethernet.

Node-to-Node Service

A Node-to-Node configuration connects two customer-designated premises either inter- or intra-wire center.

The following diagram depicts a Node-to-Node configuration connecting two customer-designated premises served from the same wire center.



LDC = Local Distribution Channel

Applicable service elements are:

- Local Distribution Channel (two applicable)

2. FIBREMAN[®] SERVICE (cont'd)

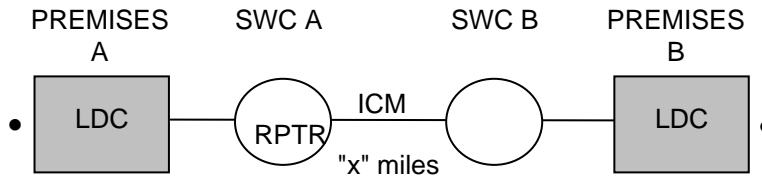
D. Features (cont'd)

1. Standard Features (cont'd)

Node-to-Node Service (cont'd)

The following diagram depicts a Node-to-Node configuration connecting two customer-designated premises with serving wire centers located "x" miles apart.

Node-to-Node Configuration ("x" miles apart)
(Inter-Wire Center)



LDC = Local Distribution Channel
ICM = Interoffice Channel Mileage
SWC = Serving Wire Center
RPTR = Repeater (where required)

Applicable service elements are:

- Local Distribution Channel (two applicable)
- Interoffice Channel Mileage, Fixed (two applicable)
- Interoffice Channel Mileage, Per Mile ("x" applicable)
- Repeater (where required)

2. FIBREMAN[®] SERVICE (cont'd)

D. Features (cont'd)

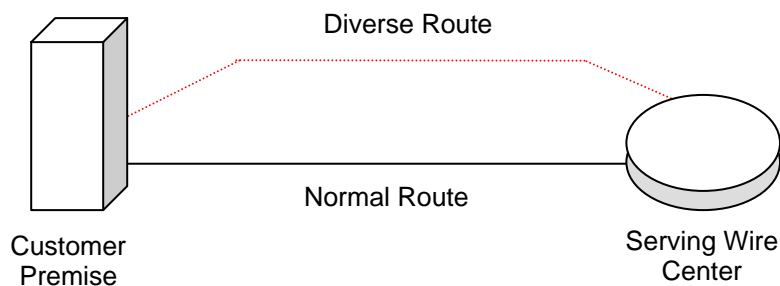
2. Optional Features

Diversity Options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. End-to-end diversity can be achieved by coupling Alternate Wire Center Diversity with Inter-Wire Center Diversity, in those instances where each end of a circuit is served out of different serving wire centers.

FibreMAN offers the following diversity options:

Local Channel Diversity

Local Channel Diversity provides for a transmission path between a designated customer premise and the standard serving wire center (SWC) that is diverse from the normal/standard transmission path. Local Channel Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations. With this arrangement, one or more local distribution channels will be provisioned over the standard route and one or more local distribution channels will be provisioned over a diverse route. Local Channel Diversity does not provide for full diversity; it only allows for diversity from the splice point closest to the customer's property line to the SWC. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.



2. FIBREMAN[®] SERVICE (cont'd)

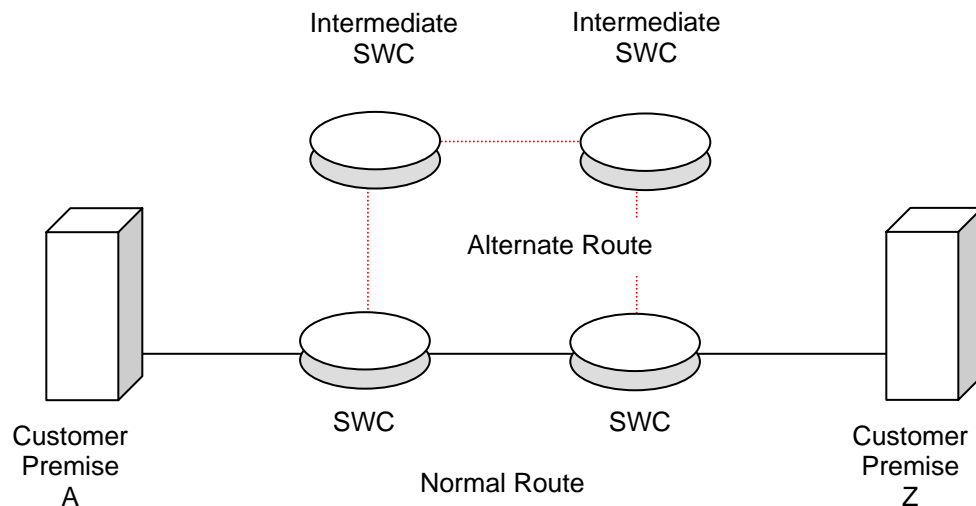
D. Features (cont'd)

2. Optional Features (cont'd)

Inter-Wire Center Diversity

Inter-Wire Center Diversity arrangements presume that each end of a FibreMAN local distribution channel is served out of a different serving wire center (SWC). This arrangement provides a transmission path for FibreMAN local distribution channels between the customer's designated SWC and the serving wire center at the distant end of the circuit, over a transmission path that is separate from the standard transmission path between the two wire centers. Interoffice mileage will be calculated between the intermediate serving wire centers along the circuit path of the diversely routed FibreMAN Service. Inter-Wire Center Diversity requires two eligible services purchased by (or for the benefit of) the same customer. The Company will determine which services are eligible based on technical or operational limitations.

Inter-wire center diversity does not provide for full diversity; it only offers interoffice diversity. If a customer desires full diversity, Alternate Wire Center Diversity must be implemented along with Inter-Wire Center Diversity. Additionally, arrangements must be made for constructing dual entrance facilities at the customer's premise, at the customer's expense.



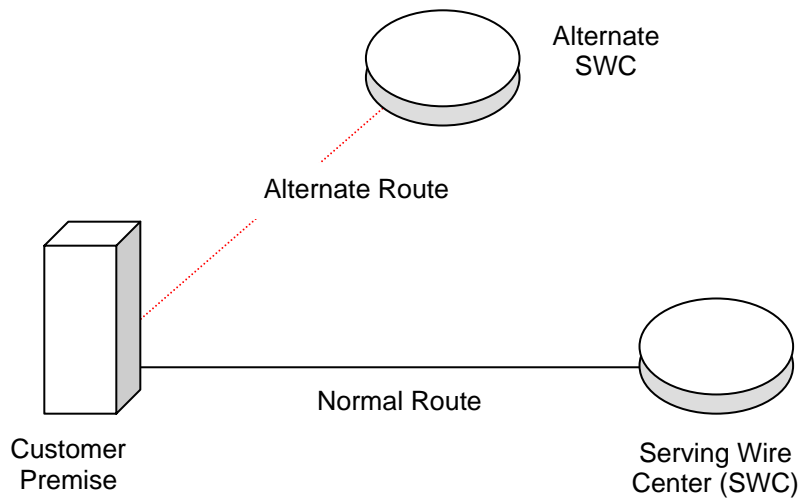
2. FIBREMAN[®] SERVICE (cont'd)

D. Features (cont'd)

2. Optional Features (cont'd)

Alternate Wire Center Diversity

Alternate Wire Center Diversity is for the local loop only. It provides a local channel transmission path for FibreMAN service between the customer's designated premises and a wire center that is not the normal (or standard) serving wire center. The Company will choose the alternate wire center closest to the customer's designated premise that is capable of providing FibreMAN Service over the alternate route. Alternate Wire Center Diversity does not require the purchase of two FibreMAN Services by (or for the benefit of) the same customer, nor does it require the customer to have an existing FibreMAN circuit operating over the normal (or standard) route to the normal (or standard) serving wire center. With this arrangement, one or more local distribution channels will be provisioned over the alternate route. If a customer desires full diversity, arrangements must be made for constructing dual entrance facilities into the customer's premise, at the customer's expense.



2. FIBREMAN[®] SERVICE (cont'd)

E. Technical References

FibreMAN standards are defined in American National Standards Institute (ANSI) document X3.230-1994, which is also International Organization for Standardization document 14165-1.

The customer interface to FibreMAN Service is as specified in:

<u>Subject</u>	<u>Technical Reference</u>
Ethernet Standards	SBC TP-76412-000
Fibre Channel Physical and Signaling Interface	ANSI X3.230

The Technical Reference can be obtained from:

APEX Support Team
(734) 523-7348

2. FIBREMAN[®] SERVICE (cont'd)

F. Prices

1. Service Elements

<u>Description /Billing Code/</u>	<u>Nonrecurring Charge</u>
Installation Charge - per channel	\$1,500.00

2. FIBREMAN[®] SERVICE cont'd)

F. Prices (cont'd)

1. Service Elements (cont'd)

Description /Billing Code/	Monthly Payment				Monthly Extension
	<i>Term Payment Plans</i>				
	12 Months	24 Months	36 Months	60 Months	
Local Distribution Channel (LDC)					
per channel					
- 2 Gbps /1D99X/	\$5,145.00	\$4,200.00	\$4,000.00	\$3,500.00	\$6,174.00
- 1 Gbps /1D98X/	3,675.00	3,100.00	2,850.00	2,500.00	4,410.00
Interoffice Channel Mileage (ICM)					
- Fixed, Per End /FL1XX/	125.00	112.50	100.00	50.00	125.00
- Per Mile /JZ4YS/	125.00	115.00	100.00	75.00	125.00
Repeater					
- each /VU4/	2,400.00	1,700.00	1,150.00	850.00	2,500.00
Diversity Options					
- Local Channel /DJVYX/	750.00	750.00	750.00	750.00	750.00
- Inter-Wire Center /DEQYX/	500.00	500.00	500.00	500.00	500.00
- Alternate Wire Center /AVOYX/	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00

2. FIBREMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

2. Payment Plans

- Term Payment Plans

FibreMAN Service is only available under the Term Payment Plan (TPP) whereby customers must select either a 12-, 24-, 36- or 60-month period. After the selected Term Payment Plan period is satisfied, the monthly extension price will apply unless a new TPP is selected. Refer to *Term Payment Plans* in Part 15, Section 1.

- Single Payment Option (SPO)

A single payment option is available for this service. Refer to *Term Payment Plans* in Part 15, Section 1 for calculating Single Payment Options.

- Deferred Payment Option (DPO)

A deferred payment option is not available for this service.

3. Termination Charges

Termination Charges will apply to service terminated prior to the contracted period. Refer to *Termination Charges* in Part 15, Section 1, for calculating Termination Charges.

For service installed after July 10, 2007, customers will be permitted to upgrade to a higher-speed service provided by the Company, without incurring Termination Charges, given the following conditions are met:

- an upgrade is considered an increase in speed or capacity when comparing FibreMAN Service to the new service.
- the customer must issue a disconnect order for the existing FibreMAN Service and place a service order for the new, higher-speed service, such that there is no more than 90 days overlap in service.
- the same customer locations must be utilized for the new, higher-speed service.
- the expiration date for the new, higher-speed service is beyond the end of the original TPP term associated with the existing FibreMAN Service.
- the existing FibreMAN Service must have been in service for a minimum period of 12 months for a 24-month contract, 15 months for a 36-month contract or 18 months for a 60-month contract. Existing FibreMAN Service with 12-month contracts will not be eligible for this Upgrade option.

(N)

(N)

2. FIBREMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

3. Termination Charges (cont'd)

Customers will be permitted to move one end of a FibreMAN Service to another location, without incurring Termination Charges, given the following conditions are met:

- The customer must issue a disconnect order for the existing location and place a new service order for FibreMAN Service at the new location. Termination Charges for the existing location will be waived. Standard nonrecurring charges to install FibreMAN Service as a new circuit will apply.
- Negotiated down time will apply, as the new circuit will need to be designed and installed.
- The term of the new contract must be equal to or greater than the remaining time left on the existing FibreMAN contract.
- The existing FibreMAN Service must have been in service for a minimum period of 12 months for a 2-year contract, 15 months for a 3-year contract or 18 months for a 5-year contract. Existing FibreMAN Service with 1-year contracts will not be eligible for this Moves option.

Moves are contingent on availability of fiber from premise to premise. Other Special Construction charges, as necessary, may apply.

2. FIBREMAN[®] SERVICE (cont'd)

F. Prices (cont'd)

4. Credit Allowance

A service is interrupted when it becomes unusable to the customer because of a failure of a facility component used to furnish service under this Service Guide or in the event that the protective controls applied by the Company result in the complete loss of service by the customer. An interruption period starts when an inoperative service is reported to the Company and the Company confirms that continuity has been lost, and ends when the service is operative.

In case of an interruption to service, allowance for the period of interruption, if not due to the negligence of the customer or the customer's end user, shall be as follows: no credit shall be allowed for an interruption of less than 10 seconds. The customer shall be credited for an interruption of 10 seconds or more as follows: the credit shall be at the rate of 10/8640 of the monthly charges for the service for each period of 5 minutes or major fraction thereof that the interruption continues. The credit allowance(s) for service interruptions shall not exceed 100% of the applicable monthly rates.

The Company's failure to provide or maintain services under this Service Guide shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosion, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil or military authorities or public enemy, governmental orders, civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.