13.1 General Description

GigaMAN® Service is an intraLATA dedicated high capacity service limited to the transport of data signals between customer locations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3z). GigaMAN is available in a point-to-point (node-to-node) configuration.

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.

13.2 Regulations

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13.2.1 The regulations, rates and charges specified herein are in addition to other regulations, rates and charges as specified in this and other Company tariffs.

The services provided for GigaMAN are primarily designed to meet the private line communications requirements of business customers, i.e., non-interexchange carriers.

13.3 Allowance for Interruptions

(CT) 13.3.1 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 tariff 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:

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 tariff shall be excused by force majeure events such as, but not limited to, an earthquake, hurricane, flood, fire, storms, tornadoes, explosions, lightning, power surges or failure, fiber cuts, strikes or labor disputes, acts of war, civil disturbances, acts of civil commotion, criminal actions taken against the Company, acts of God and other circumstances beyond the Company's reasonable control.

13.3 Allowance for Interruptions (cont'd)

(MT)

(AT) 13.3.2 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 Specification Packages* following).

- 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.

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GIGAMAN® SERVICES

(MT) 13.4 Provision of Service

- A. This service is only available to customers in those LATAs served by and within the service territories of the Company.
- B. The customer provided equipment must deliver the data signals for GigaMAN transport within the industry specifications for the subscribed data service. Interface specifications are as specified in the SBC Technical Specifications Packages listed in Paragraph 13.6.
- C. 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.
- D. 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.
- E. The provision of GigaMAN Service is subject to the availability and operational limitations of the equipment and associated facilities. In the event that suitable facilities are not available, or modifications to existing facilities are required, Special Construction charges may be applicable as set forth in Section 14 of the Arkansas Intrastate Access Service Tariff.
- F. 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).
- G. 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.
- (AT) H. Interoffice Channel Mileage charges are applicable on both parts of the GigaMAN Service when any of the Protection Options are ordered.

(MT)

Issued: January 7, 2005

Effective: January 10, 2005

13.4 Provision of Service (cont'd)

(AT) I. If Protection Options are added to an existing GigaMAN circuit that was installed after December 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, (AT) may apply.

(MT) 13.5 Channel Types

- 1 Gbps GigaMAN channel: an intraLATA dedicated high capacity channel, limited to the transport of data signals between customer stations. GigaMAN provides for the transmission of data at a discrete bit rate of 1 Gigabit per second (Gbps) in Ethernet format (Ethernet IEEE 802.3z).

13.6 Technical Specifications Packages

Technical specifications for GigaMAN are described in the following (MT) technical reference:

(CT) Ethernet Standards for the SBC Local

(CT) Exchange Companies SBC TP-76412-000

Network Performance Parameters for (AT) ANSI T1.503-2002

Dedicated Digital Services - Definitions

(AT) and Measurements

(CT) The SBC publication can be obtained from:

SBC Help Desk and Document Center

(CT) (517) 788-6872

(AT) The ANSI publication can be obtained from:

Alliance for Telecommunications Industry Solutions

1200 G. Street, NW Suite 500

(AT) Washington, DC 20005

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(MT)

13.7 Service Components

- (CT) There are five basic rate elements, which may apply to GigaMAN Service:
 - Local Distribution Channel
 - Interoffice Channel Mileage
 - Repeater
 - Diversity Options
- (AT) Protection Options

A. Local Distribution Channel (LDC)

The local distribution channel is the channel between a customer's premises and the Company serving wire center that normally provides service to that customer's premises.

B. Interoffice Channel Mileage (ICM)

Interoffice channel mileage is defined as the component of the service between two Company serving wire centers. The serving wire centers may be located in the same exchange area, as in multi-office metropolitan exchange, or may be located in different exchange areas.

Interoffice channel mileage charges include a fixed charge, and a per mile charge, which is based on the vertical and horizontal (V-H) distance between serving wire centers or between exchanges measured in whole miles. Fractional miles are rounded to the next whole mile.

V-H coordinates for serving wire centers can be found in the National Exchange Carrier Association, Inc. (NECA) Wire Center Information Tariff.

C. Repeater (RPTR)

A repeater (circuit regenerator) may be used to extend the transmission of GigaMAN signals (service) when necessary. In addition, the first repeater in any multi-repeater circuit will be used for service alarming and monitoring purposes.

No supplement to this tariff will be issued except for the purpose of canceling this tariff. DIGITAL LINK SERVICE TARIFF
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13.7 Service Components (cont'd)

D. Diversity Options

Route 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 Alternative Wire Center Diversity with Inter-Wire Center Diversity. Diversity Options are only available to customers with service installed after December 19, 2003. Route diversity options are described in detail below under *Service Configurations*.

(CT)

No supplement to this tariff will be issued except for the purpose of canceling this tariff. DIGITAL LINK SERVICE TARIFF
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(CT) GIGAMAN® SERVICES

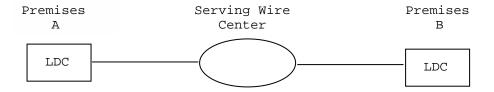
13.8 Service Configurations

- All basic service configurations provide full duplex transmission.

 (CT) There is one basic type of GigaMAN Service configuration: Node-to-Node Service. GigaMAN services from a customer data hub location to multiple points, or multiple GigaMAN services between two customer data
- (CT) hub locations are merely aggregated node-to-node services.

(CT) A. Node-to-Node

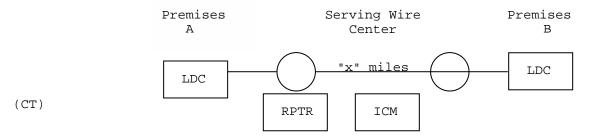
- (CT) A node-to-node configuration connects two customer-designated premises
- (AT) either inter- or intra-wire center.
- (CT) The following diagram depicts a node-to-node (intra-wire center) configuration connecting two customer designated premises served from the same wire center.



LDC - Local Distribution Channel

In this case, the applicable rate element is:
 Local Distribution Channels (two applicable)

(CT) The following diagram depicts a node-to-node (inter-wire center) configuration connecting two customer designated premises with Serving Wire Centers located "x" miles apart.



LDC - Local Distribution Channel ICM - Interoffice Channel Mileage (CT) RPTR - Repeater (where required)

In this case, applicable rate elements are:

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

(CT) GIGAMAN® SERVICES

(AT) 13.8 Service Configurations (cont'd)

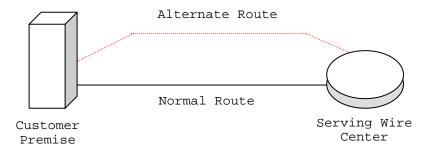
B. Diversity Options

Route 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 Alternative Wire Center Diversity with Inter-Wire Center Diversity. Diversity Options are only available to customers with service installed after October 24, 2003.

GigaMAN offers the following diversity options:

Local Channel Diversity (LCD)

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 GigaMAN Services purchased by the same customer of record. 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 the 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.



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(CT) GIGAMAN® SERVICES

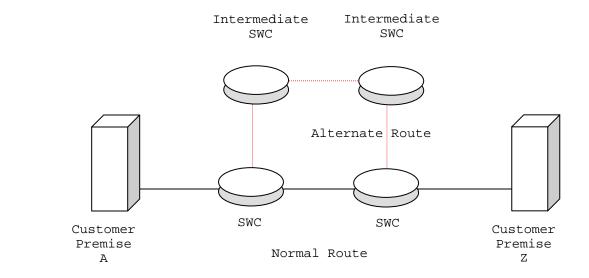
(AT) 13.8 Service Configurations (cont'd)

B. Diversity Options (cont'd)

Inter-Wire Center Diversity (IWCD)

Inter-Wire Center Diversity arrangements presume that each end of a GigaMAN local distribution channel is served out of a different serving wire center (SWC). This arrangement provides a transmission path for GigaMAN 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 GigaMAN Service. Inter-Wire Center Diversity requires two GigaMAN Services purchased by the same customer of record.

In this scenario, the customer may or may not already have a GigaMAN local distribution channel operating over the normal (or standard) inter-office route. 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.



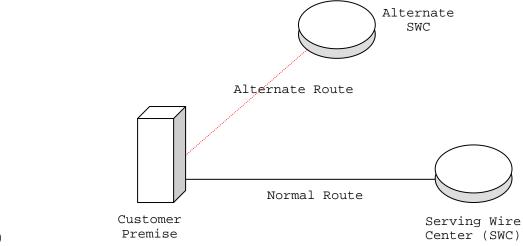
(CT) GIGAMAN® SERVICES

(AT) 13.8 Service Configurations (cont'd)

B. Diversity Options (cont'd)

Alternate Wire Center Diversity (AWCD)

Alternate Wire Center Diversity is for the local loop only. It provides a local channel 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 customer's designated premise that is capable of providing GigaMAN Service over the alternate route. Alternate Wire Center Diversity does not require two GigaMAN Services purchased by the same customer of record, 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 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.



(AT)

(AT) 13.8 Service Configurations (cont'd)

C. Protection Options

Protection Options are available where facilities exist. If appropriate facilities do not exist, Special Construction charges may apply. Protection Options are only available to customers with service installed after December 19, 2003. In addition to charges for the various Protection Options, normal charges for the Local Distribution Channel and Interoffice 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 dame, but both ends must include some form of Protection, for any to be offered. A GigaMAN circuit cannot include Protection at only one end.

GigaMAN offers the following Protection Options:

C.1 Equipment Only Protection (EOP)

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.

(AT)

(AT) 13.8 Service Configurations (cont'd)

C. Protection Options (cont'd)

C.2 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 (AWCPP)

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.

Local Channel Path Protection (LCPP)

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.

(AT)

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GIGAMAN® SERVICES

(AT) 13.8 Service Configurations (cont'd)

C. Protection Options (cont'd)

C.3 Inter-Wire Center Path Protection (IWCPP) (1)

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. 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 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.

C.4 Power Protection (PP)

Power Protection provides customers with battery back-up for up to eight (8) hours to maintain GigaMAN equipment in case of an AC 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. The Company will determine the appropriate number of service element charges to apply based on how the customer's circuit(s) is (are) designed.

(AT)

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

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GIGAMAN® SERVICES

13.9 Rates and Charges

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(CT) A. Nonrecurring charges are one-time charges that apply for specific work activity related to the provisioning of GigaMAN Service.

(CP)	Installation Charge (1) - per Local Distribution Channel	\$1,500.00
(AT) (NR)	Protection Options, Per terminating end - Equipment Only /CPAEX/ - Equipment Plus Fiber Path Protection, with	625.00
(NR)	Alternate Wire Center Path Protection /CPAFX/, or Local Channel Path Protection /CPAGX/	1,400.00 1,225.00
(AT) (NR)	Per rack or cabinet - Power Protection /VBBGX/	475.00
(AT) (NR)	Per circuit - Inter-Wire Center Path Protection (2) /CPAHX/	625.00
(MT)		

⁽AT) (1) The Installation Charge will be waived for those customers selecting the 36- or 60-month Term Pricing 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.

(MT) 13.9 Rates and Charges

B. Recurring charges are flat recurring rates that apply each month or fraction thereof that the service is provided. Recurring rates may be applied only over a 12-, 24-, 36- or 60-month period under the terms and conditions of the Term Pricing Plan (TPP), described in paragraph 13.10 following. Upon completion of a TPP, a customer's service will automatically convert to the monthly rates unless the customer requests a new TPP. No customer shall purchase GigaMAN on a month-to-month basis prior to the completion of a TPP.

				Term Pricing Plan			
			Monthly	Monthly Contract Charges			
		USOC	Extension Charge	12-Month	24-Month	36-Month	60-Month
	LDC ICM	3LN5S 1DA8X	\$3,800.00	\$3,300.00	\$3,100.00	\$2,850.00	\$2,500.00
	Fixed Per Mile		250.00 125.00	250.00 125.00	225.00 115.00	200.00	100.00 75.00
	RPTR	VU4	2,500.00	2,400.00	1,700.00	1,150.00	850.00
	MSR(1)	M1RGX	2,500.00	2,400.00	N/A	1,150.00	850.00
	Diversity						
	LCD IWCD	CPALX CPATX	750.00 500.00	750.00 500.00	750.00 500.00	750.00 500.00	750.00 500.00
(MT)		CPAAX	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
(AT)	Protection						
(NR)	EOP EP with	CPAEX	1,500.00	1,375.00	1,225.00	1,050.00	900.00
	AWCPP LCPP IWCPP(2)	CPAFX CPAGX CPAHX	2,460.00 2,190.00 475.00	2,050.00 1,825.00 375.00	1,840.00 1,650.00 200.00	1,600.00 1,425.00 150.00	1,400.00 1,225.00 100.00
(NR)	• •	VBBGX	700.00	625.00	525.00	480.00	435.00

- (1) Effective October 24, 2003, service arrangements utilizing a legacy midspan repeater (/MlRGX/) 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.
- (AT) (2) Inter-Wire Center Path Protection must be ordered in conjunction with an (AT) Equipment Protection option at each end of the circuit.

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(CT)

GIGAMAN® SERVICES

13.10 Term Pricing Plan

A. The Term Pricing Plan provides the customer with rate stabilization and discounted tariff rates. The Term Pricing Plan provides for one, two, three or five year rate stabilization. Decreases in term monthly recurring tariff rates will be passed on to customers who participate in a Term Pricing Plan. The Company will notify customers participating in a Term Pricing Plan when Plan Term monthly recurring rates are decreased.

Should the Company increase its rates during the Term Pricing Plan period, the customer would continue to pay the rates in effect at the time the customer elected to establish service under the Term Pricing Plan.

- B. The customer may choose to terminate an existing Term Pricing Plan before the end of the 12-month, 24-month, 36-month or 60-month and negotiate a new 12-month, 24-month, 36-month or 60-month Term Pricing Plan. The new Term Pricing Plan must be based upon the rates that are currently in effect and available to all customers at the time the Term Pricing Plan expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a 12-month, 24-month, 36-month or 60-month Term Pricing Plan.

 Nonrecurring charges will be waived at the time of conversion.
 - C. The customer must provide the Company with a written notice of intent to renew a Term Pricing Plan no later than 90 days prior to its expiration. If the customer elects not to renew the Term Pricing Plan, or does not notify the Company of the customer's intent to renew the Term Pricing Plan, the service will automatically be billed under the tariffed monthly extension rates in effect at the time the Term Pricing Plan expires. Subsequently, customers under the tariffed monthly extension rates may convert their existing service to either a 12-month, 24-month, 36-month or 60-month Term Pricing Plan. Nonrecurring charges will be waived at the time of conversion.
 - D. Any special construction charges incurred for services billed under a Term Pricing Plan will be applicable as provided for in Section 14 of the Arkansas Intrastate Access Service Tariff.
 - E. Customers requesting the termination of a Term Pricing Plan prior to the expiration date, excluding Term Pricing Plans terminated as a result of renegotiations, will be charged a termination charge. The Termination Charge shall be:
- (CP) All unpaid Special Construction or nonrecurring charges (excluding any waived charges); plus
- (CT) Fifty percent (50%) of all recurring charges for the remaining months of the customer's term

13.10 Term Pricing Plan (cont'd)

E. (cont'd)

Effective October 24, 2003, the Company will be migrating to a new equipment platform in support of GigaMAN Service. As of October 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.
- The legacy GigaMAN Service must have been in service for a minimum period of 18 months for either a 36-month or 60-month contract.

 (CT) Legacy GigaMAN Service with 12-month contracts will not be eligible for this migration option.
- (CT) The customer must purchase one or more of the Diversity or Protection
 Options being introduced on October 24, 2003 or January 10, 2005
 respectively, under this product tariff.

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

(CT) F. For circuits installed prior to December 19, 2003, a customer may move one Local Distribution Channel of a GigaMAN Service during their TPP term to another location in the same LATA and keep the TPP in force (without assessment of Termination Charges), provided no lapse in service occurs. Nonrecurring charges, as appropriate, will apply.

(AT) 13.10 Term Pricing Plan (cont'd)

- G. For circuits installed after December 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 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 Moves option.

Moves are contingent on availability of fiber from premise to premise.

(AT) Other Special Construction charges, as necessary, may apply.

GIGAMANSM SERVICES

13.10 Term Pricing Plan (cont'd)

- H. Customers will be permitted to add Protection Options to existing GigaMAN Service that was installed after December 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.
 - 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 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 option.

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.

- I. Customers re-negotiating an existing term payment plan contract expiring after December 19, 2003, will be required to migrate to the new equipment platform.
- (AT) J. 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 30 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.

(AT)

Issued: July 14, 2005 Effective: July 15, 2005