

19.10 Charges for Work Performed by SWBT Employees. Except as otherwise specifically required by applicable commission orders, SWBT's charges to Applicant for work performed by SWBT employees pursuant to this Agreement shall be computed by multiplying the fully loaded hourly rates for such employees times the number of hours required to perform the work. Disputes over SWBT's charges for work performed by SWBT employees, including disputes between the parties concerning the number of hours required to perform the work, shall be subject to the dispute resolution procedures of Article 30. Notwithstanding the execution of this Agreement, Applicant shall have the right to challenge the methodology utilized by SWBT to determine hourly rates for SWBT employees at any time in any forum having jurisdiction over the subject matter.

19.11 Due Date for Payment, Interest on Past Due Invoices, Remedies for Non-payment, and Procedures for Disputing Charges. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. Applicant will pay each such bill or invoice on or before the stated due date. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice.

- (a) Interest on past due bills and invoices shall accrue at the rate of 12% per annum, or the maximum rate allowed by law, whichever is less.
- (b) Applicant's failure to pay SWBT's fees and charges shall be grounds for terminating this Agreement and licenses subject to this Agreement.
- (c) If Applicant fails to pay, when due, any fees or charges billed to Applicant under this Agreement, and any portion of such fees or charges remains unpaid more than 15 calendar days after the due date, SWBT may send Applicant a written notice advising Applicant that this Agreement, or specified licenses subject to this Agreement, may be terminated if such fees or charges are not paid within 15 calendar days after the date of the notice. Applicant must remit to SWBT all such unpaid fees or charges, whether disputed or undisputed, within 15 days after the date of the notice. If Applicant pays disputed fees under protest, and it is later determined that such fees or any portion thereof should be refunded, the portion of fees to be refunded shall be refunded with interest at the rate of 12% per annum or the maximum rate allowed by law, whichever is less.
- (d) Applicant may dispute any fees or charges billed by SWBT to Applicant under this Agreement by invoking the dispute resolution procedures set forth in Article 30 of this Agreement.

- (e) If Applicant does not dispute such fees or charges and any portion of such undisputed fees or charges remains unpaid 30 calendar days after the date of the notice, SWBT may, to the extent permitted by the Pole Attachment Act and applicable rules, regulations, and commission orders, terminate this Agreement and licenses subject to this Agreement, suspend the processing of pending applications for access to SWBT's poles, ducts, conduits, and rights-of-way located in this State, and refuse to accept further applications for access until such undisputed fees or charges, together with accrued interest thereon, have been paid in full.

19.12 Modification of Rates, Fees and Charges. Subject to applicable federal and state laws, rules, regulations, and commission orders, SWBT shall have the right to modify all rates, charges and fees set forth in this Agreement, including but not limited to those listed in APPENDIX I, as provided in this section.

- (a) Upon written notice to Applicant, SWBT may change, on a going-forward basis, the amounts of any rates, fees or charges assessed under this Agreement. Pole attachment and conduit occupancy rates shall not be increased more than once annually.
 - (1) The notice shall state the effective date of the changes, which, in the event of a rate increase, shall be no earlier than the 60th day after the notice is given.
 - (2) The changes shall be effective on the effective date stated in the notice unless stayed or prohibited by a court or agency of competent jurisdiction.
 - (3) The changes shall be reflected on the first semiannual bill issued on or after the effective date specified in the notice.
- (b) If the rates, fees and charges set forth in the notice are not acceptable to Applicant, Applicant may, notwithstanding any other provisions of this Agreement, at Applicant's option (1) seek the renegotiation of this Agreement, (2) terminate this Agreement, or (3) seek relief through the dispute resolution process or before a court or agency of competent jurisdiction.

19.13 Disputes Over Charging Methodologies. The parties acknowledge that the Pole Attachment Act grants the FCC regulatory authority over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way. The parties further acknowledge that, as of the date of this Agreement, this State has not elected to assume reverse preemptive regulatory authority over such rates, terms, and conditions by certifying to the FCC that it has made such election. Accordingly, complaints concerning

and challenges to SWBT's charging methodologies shall be brought, in the first instance, before the FCC in accordance with FCC procedural rules unless this State elects to preempt FCC regulation of pole attachment rates, terms, and conditions of access; provided, however, that nothing contained in this section shall be construed as affecting the right of either party to seek relief from any court or agency of competent jurisdiction in connection with the negotiation, arbitration, and approval of interconnection agreements under 47 U.S.C. § 252.

ARTICLE 20: PERFORMANCE AND PAYMENT BONDS

20.01 Bond May Be Required. SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute performance and payment bonds (or provide other forms of security) in amounts and on terms sufficient to guarantee the performance of their respective obligations arising out of or in connection with this Agreement only as provided in subsections (a)-(b) of this section and Section 20.02. Bonds shall not be required for entities meeting all self-insurance requirements of Section 23.02 of this Agreement.

- (a) If Applicant elects to perform make-ready or facilities modification work under Section 6.08(c) or Sections 10.02-10.05 of this Agreement, SWBT may require Applicant, authorized contractors, and other persons acting on Applicant's behalf to execute bonds equivalent to those which would be required by SWBT if the work had been performed by contractors, subcontractors, or other persons selected directly by SWBT. No bonds shall be required of Applicant, authorized contractors, or other persons acting on Applicant's behalf except in those situations where a bond would be required if the work were being performed on SWBT's behalf.
- (b) No other bond shall be required of Applicant to secure obligations arising under this Agreement in the absence of due cause and justification.
- (c) If a bond or similar form of assurance is required of Applicant, an authorized contractor, or other person acting on Applicant's behalf, Applicant shall promptly submit to SWBT, upon request, adequate proof that the bond remains in full force and effect and provide certification from the company issuing the bond that the bond will not be cancelled, changed or materially altered without first providing SWBT 60 days written notice.
- (d) SWBT may communicate directly with the issuer of any bond required by SWBT pursuant to this section to verify the terms of the bond, to confirm that the bond remains in force, and to make demand on the

issuer for payment or performance of any obligations secured by the bond.

20.02 Payment and Performance Bonds in Favor of Contractors and Subcontractors. Applicant shall be responsible for paying all employees, contractors, subcontractors, mechanics, materialmen and other persons or entities performing work or providing materials in connection with (a) the performance of facilities modification, capacity expansion, or make-ready work by Applicant, authorized contractors, or other persons acting on Applicant's behalf under Sections 6.08(c) and 10.02-10.05 of this Agreement or (b) the construction, attachment, use, inspection, maintenance, repair, rearrangement, modification, and removal of any of Applicant's facilities attached or to be attached to SWBT's poles or placed or to be placed within SWBT's ducts, conduits, or rights-of-way. In the event any claim or demand is made on SWBT by any such employee, contractor, subcontractor, mechanic, materialman or other person or entity providing such materials or performing such work, SWBT may require, in addition to any security provided under Section 20.01 of this Agreement, that Applicant execute payment or performance bonds, or provide such other security, as SWBT may deem reasonable or necessary to protect SWBT from any such claim or demand.

ARTICLE 21: INDEMNIFICATION

21.01 Risks Associated with Outside Plant Operations. The parties acknowledge that SWBT's outside plant facilities include thousands of miles of pole lines, conduits, and rights-of-way located on public and private property throughout SWBT's service area, that SWBT cannot control or continuously monitor activities that occur at these sites, and that the risks associated with outside plant operations and facilities are not similar to the risks associated with operations occurring inside SWBT's central offices and other secure SWBT buildings and structures. The parties further acknowledge that the presence of multiple firms on or in poles, ducts, conduits, and rights-of-way owned or controlled by SWBT requires that liability risks be fairly allocated between the parties and that it is the parties' intent to allocate such risks in a just, reasonable, and nondiscriminatory manner which addresses known risks associated with the outside plant environment and activities and conditions at outside plant locations.

21.02 Control of Premises. Applicant acknowledges that its employees and other persons acting on Applicant's behalf, and employees of joint users and other persons acting on behalf of joint users, will be present, without supervision or control by SWBT, and in many cases without SWBT's knowledge, on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. During those times when Applicant's employees and personnel are present at such sites, Applicant shall be deemed, for the purpose of allocating liabilities between the parties, to be an independent contractor in control of the premises except as otherwise provided in this section. Although SWBT inspectors may be present at the site of work being

performed by Applicant or persons acting on Applicant's behalf, such inspectors shall have no authority to direct Applicant or personnel acting on Applicant's behalf concerning the method or manner by which the work is to be performed, and the presence of a SWBT inspector shall not result in SWBT's being deemed to be in control of the premises. When both parties are present and performing work operations at a site subject to this section, SWBT and Applicant shall be deemed to be jointly in control of the premises. When poles, ducts, conduits, or rights-of-way occupy property owned by third parties, neither party shall be deemed to be in control of the premises, except as otherwise provided by law, at times when such party's work operations are not in progress. Work operations shall be considered to be in progress from the time work commences until such work is completed whether or not employees of a party or persons acting on such party's behalf are actually present at the site.

21.03 INDEMNITY AGAINST AND LIMITATIONS OF LIABILITY WITH RESPECT TO CERTAIN NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS INDEMNIFYING EACH PARTY FROM LIABILITIES ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY. THIS ARTICLE ALSO INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

21.04 Indemnities Excluded. Except as otherwise specifically provided in this article, neither party (as an "indemnifying party") shall be required to indemnify or defend the other party (as an "indemnified party") against, or hold the indemnified party harmless from, any suit, claim, demand, loss, damage, liability, fine, penalty, or expense arising out of:

- (a) any breach by the indemnified party of any provision of this Agreement or any breach by the indemnified party of the parties' interconnection agreement, if any;
- (b) the violation of any law by any employee of the indemnified party or other person acting on the indemnified party's behalf;
- (c) willful or intentional misconduct or gross negligence committed by any employee of the indemnified party or by any other person acting on the indemnified party's behalf; or
- (d) any negligent act or acts committed by any employee of the indemnified party or other person acting on the indemnified party's behalf, if such negligent act or acts are the sole producing cause of the injury, loss, or

damage giving rise to the suit, claim, demand, loss, damage, liability, fine, penalty, or expense for which indemnity is requested.

21.05 Workplace Injuries. The parties acknowledge that injuries may occur at sites where work is being performed by or for either party and that primary responsibility for preventing workplace injuries shall be placed on the party controlling work operations at the site. Workplace injuries may result from any of variety of causes, including but not limited to electrocution associated with contact with electric power lines on poles or use of defective equipment, falls from poles resulting from the negligence of the injured person or co-workers or due to the existence of unsafe conditions on or in the vicinity of the pole, cave-ins and other accidents at excavation sites, explosion of combustible gases within or in the vicinity of a conduit system, exposure to hazardous substances or noxious gases at the site, acts of God, and acts and omissions of third parties over whom neither party has control. Except as expressly provided in this Agreement to the contrary, each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses of every kind and character, on account of or in connection with any injury, loss, or damage suffered by any person, which arises out of or in connection with the personal injury or death of any employee of the indemnifying party (or other person acting on the indemnifying party's behalf) if such injury or death results, in whole or in part, from any occurrence or condition on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way; provided, however, that Applicant's indemnification duties under this section shall arise only if the person injured is present at such site in connection with the performance or anticipated performance of any act required or permitted to be performed by Applicant or by persons acting on Applicant's behalf pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with any injury, sickness, disease, or death of any employee of the indemnifying party or any person acting on the indemnifying party's behalf attributable or allegedly attributable to occurrences or conditions on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, SICKNESS, DISEASE, OR DEATH WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.06 Other Claims Brought Against Either Party by Employees and Other Persons Acting on the Other Party's Behalf. Nothing contained in this Agreement shall create any contractual liability or other liability on the part of either party to any employee, contractor, or subcontractor of the other party or any other person acting on the other party's behalf. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character (other than workplace injury claims subject to Section 21.05

above) made, brought, or sought against the indemnified party by any employee, contractor, or subcontractor of the indemnifying party or by any other person acting on the indemnifying party's behalf; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with claims arising from or in any way connected with the employment relationship or other claimed relationship between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; claims arising out of disputes over payments due or allegedly due to any employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf; and claims arising out of other contract disputes between the indemnifying party and the employee, contractor, subcontractor, or other person acting on the indemnifying party's behalf. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.07 Claims Brought Against Either Party by Vendors, Suppliers, Customers, and other Persons in Privity of Contract with the Other Party. The parties acknowledge that neither party controls the contractual relationships between the other party and vendors, suppliers, customers, and other persons in privity of contract with the other party and that nothing contained in this Agreement shall create any contractual or other liability of either party to any vendor, supplier, customer, or other person or entity in privity of contract with the other party. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, or expenses of every kind and character, made, brought, or sought against the indemnified party by any vendor, supplier, or customer of the indemnifying party or by any other person or entity in privity with the indemnifying party; provided, however, that this section shall apply only to suits, claims, demands, losses, damages, liabilities, or expenses related to the subject matter of this Agreement or Applicant's use of SWBT's poles, ducts, conduits, or rights-of-way. The indemnifying party may not, as a defense to any obligations of the indemnifying party under this section, assert that the indemnified party's claims against the indemnifying party are barred by any tariff or contract limitation of liability applicable to the indemnifying party's vendor, supplier, or customer or to such other person in privity of contract with the indemnifying party. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities for claims against either party arising out of or in connection with the failure by the other party to meet its obligations (including but not limited to contract and tariff obligations) to such other party's customers and suppliers. EXCEPT AS PROVIDED ABOVE IN SUBSECTIONS 21.04(c)-(d), THE INDEMNIFYING PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL ARISE EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING

RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFIED PARTY.

21.08 Claims Brought Against Either Party by Such Party's Own Employees, Contractors, Subcontractors, or Other Persons Acting on Such Party's Behalf, and Claims Brought Against Either Party by Such Party's Own Vendors, Suppliers, Customers, or Other Persons in Privity of Contract with Such Party. Neither party shall be entitled to indemnity, contribution, or subrogation from or by the other party with respect to any suits, claims, demands, losses, damages, liabilities, or expenses, of any kind or character, made, brought, or sought against such party by any employee, contractor, or subcontractor of such party, by any other person acting on behalf of such party, by any vendor, supplier, or customer of such party, or by any other person or entity in privity of contract with such party, if such suit, claim, demand, loss, damage, liability, or expense arises directly out of or in connection with the subject matter of this Agreement or the use by Applicant of SWBT's poles, ducts, conduits, or rights-of-way. Indemnities excluded by this section include, but are not limited to, indemnities for claims against either party arising out of or in connection with employment-related disputes between either party and its employees; claims against either party by contractors, subcontractors, and suppliers performing work or supplying materials to SWBT sites at the request of such party; and other failures by either party to meet its obligations (including but not limited to contract and tariff obligations) to such party's own customers and suppliers. THE INDEMNIFICATION EXCLUSIONS OF THIS SECTION SHALL APPLY EVEN IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM WAS ATTRIBUTABLE IN PART TO THE NEGLIGENT ACTS OR OMISSIONS OF THE INDEMNIFYING PARTY BUT SHALL NOT APPLY IF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE INDEMNIFICATION CLAIM AROSE FROM WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR ANY OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF OR AROSE FROM ANY NEGLIGENT ACT OR ACTS COMMITTED BY ANY EMPLOYEE OF THE INDEMNIFYING PARTY OR OTHER PERSON ACTING ON THE INDEMNIFYING PARTY'S BEHALF, IF SUCH NEGLIGENT ACT OR ACTS ARE THE SOLE PRODUCING CAUSE OF THE INJURY, LOSS, OR DAMAGE GIVING RISE TO THE SUIT, CLAIM, DEMAND, LOSS, DAMAGE, LIABILITY, FINE, PENALTY, OR EXPENSE FOR WHICH INDEMNITY IS REQUESTED.

21.09 Injuries to Third Parties and Third-party Property Owners Resulting from the Parties' Conduct. Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with the personal injury or death of any third party or physical damage to real or personal property owned by a third party, arising, in whole or in part, out of or in connection with the conduct of employees of the indemnifying party or other persons acting on the indemnifying party's behalf while such employees or other persons are present on, within,

or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in connection with the performance or anticipated performance of any act required or authorized to be performed pursuant to this Agreement. Indemnities provided by this section shall be subject to the exclusions set forth in Section 21.04 and include but are not limited to indemnities arising out of or in connection with personal injury, death, and property damage claims by third parties based on willful or intentional misconduct and negligent acts and omissions of the indemnifying party.

21.10 Indemnification for Environmental Claims. The parties acknowledge that hazardous substances may be present on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way; that employees and other persons acting on the parties' behalf working on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way should be familiar with environmental laws and environmental concerns which arise in outside plant contexts; that all such employees and other persons should be prepared to recognize and deal with environmental contingencies existing at specific sites; and that liabilities associated with environmental claims arising out of or in connection with the subject matter of this Agreement shall be allocated between the parties as set forth in this section.

- (a) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the violation or breach, by any employee of the indemnifying party or other person acting on the indemnifying party's behalf, of (1) any federal, state, or local environmental statute, rule, regulation, ordinance, or other law or (2) any provision or requirement of this Agreement dealing with hazardous substances or protection of the environment.
- (b) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the release or discharge, onto any public or private property, of any hazardous substances, regardless of the source of such hazardous substances, by any employee of the indemnifying party, or by any person acting on the indemnifying party's behalf, while present on, within, or in the vicinity of any SWBT pole, duct, conduit, or right-of-way. Indemnities provided by this subsection include but are not limited to indemnities arising out of or in connection with the release or discharge of water and other substances from SWBT's manholes or other conduit facilities.

- (c) Each party shall indemnify, on request defend, and hold the other party harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, or expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with the removal or disposal of any hazardous substances by the indemnifying party or by any person acting on the indemnifying party's behalf, or arising out of or in connection with the subsequent storage, processing or other handling of such hazardous substances by any person or entity after they have been removed by the indemnifying party or persons acting on the indemnifying party's behalf from the site of any SWBT pole, duct, conduit, or right-of-way. For the purposes of this subsection, any person or entity removing or disposing of hazardous substances at the request of the indemnifying party or at the request of any person acting on the indemnifying party's behalf, and any person or entity subsequently receiving, storing, processing, or otherwise handling such hazardous substances shall be considered to be a person acting on the indemnifying party's behalf.
- (d) Except as otherwise specifically provided in this section, neither party shall be required to indemnify or defend the other party against, or hold the other party harmless from any loss, damage, claim, demand, suit, liability, fine, penalty or expense for which the other party may be liable under any federal, state, or local environmental statute, rule, regulation, ordinance, or other law.

21.11 Miscellaneous Claims. Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, made, brought, or sought against SWBT by any person or entity, arising out of or in connection with the subject matter of this Agreement and based on either:

- (a) Claims for taxes, municipal fees, franchise fees, right-to-use fees, and other special charges assessed on SWBT due to the placement or presence of Applicant's facilities on or within SWBT's poles, ducts, conduits, or rights-of-way; or
- (b) Claims based on the violation by Applicant of any third party's intellectual property rights, including but not limited to claims for copyright infringement, patent infringement, or unauthorized use or transmission of television or radio broadcast programs or other program material.

21.12 Applicant's General Indemnity Obligations to SWBT. This section applies only in those situations not expressly covered by Sections 21.05-21.11 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from Applicant's enforcement of its rights against SWBT pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, and subject to the exclusions set forth in Section 21.04, Applicant shall indemnify, on request defend, and hold SWBT harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with Applicant's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, Applicant's performance of any acts authorized under this Agreement, or the presence or activities of Applicant's employees or other personnel acting on Applicant's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.13 SWBT's General Indemnity Obligations to Applicant. This section applies only in those situations not expressly covered by Sections 21.05-21.10 and does not apply to any suit, claim, demand, loss, damage, or expense resulting from SWBT's enforcement of its rights against Applicant pursuant to this Agreement or other provisions in the parties' interconnection agreement, if any. Except as otherwise expressly provided in this Agreement to the contrary, SWBT shall indemnify, on request defend, and hold Applicant harmless from any and all suits, claims, demands, losses, damages, liabilities, fines, penalties, and expenses, of every kind and character, on account of or in connection with any injury, loss, or damage to any person or property, or to the environment, arising out of or in connection with SWBT's access to or use of SWBT's poles, ducts, conduits, or rights-of-way, SWBT's performance of any acts authorized under this Agreement, or the presence or activities of SWBT's employees or other personnel acting on SWBT's behalf on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

21.14 No Rights, Claims, Causes of Action, or Remedies for the Benefit of Third Parties. Nothing contained in this article is intended to create any rights, claims, causes of action, or remedies for the benefit of any third party.

21.15 Assertion of Limitation of Liability Defenses. Each party shall diligently assert the limitation of liability provisions of any applicable tariff or contract in any case involving injury, loss, or damage to any customer of such party for which the other party is not exempt from indemnification liabilities to the indemnified party under this Agreement.

21.16 Indemnity Liabilities Not Subject to Article 22 Limitations of Liability. Indemnity liabilities under this article shall not be subject to Article 22 limitations of liability.

21.17 Defense of Suits. Upon request by the indemnified party, the indemnifying party shall defend any suit brought against the indemnified party for any injury, loss, or damage subject to indemnification under this Agreement. The indemnified party shall notify the indemnifying party promptly in writing of any written claims, lawsuits, or demands for which the indemnifying party may be responsible under this Agreement. The indemnified party shall cooperate in every reasonable way to facilitate defense or settlement. The indemnifying party shall have the right to control and conduct the defense and settlement of any action or claim subject to consultation of the indemnified party. The indemnifying party shall not be responsible for any settlement unless the indemnifying party approved such settlement in advance and agrees to be bound by the settlement agreement.

ARTICLE 22: LIABILITIES AND LIMITATIONS OF LIABILITY

22.01 LIMITATIONS OF LIABILITY WITH RESPECT TO NEGLIGENT ACTS AND OMISSIONS. THIS ARTICLE INCLUDES PROVISIONS LIMITING THE LIABILITIES OF EACH PARTY ARISING OUT OF OR IN CONNECTION WITH CERTAIN NEGLIGENT ACTS AND OMISSIONS OF SUCH PARTY.

22.02 LIMITATIONS OF LIABILITY IN GENERAL. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN SECTIONS 21.16 AND 22.05, NEITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DAMAGES ATTRIBUTABLE, IN WHOLE OR IN PART, TO ANY NEGLIGENT ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, WHETHER ARISING IN CONTRACT OR TORT, SHALL EXCEED IN THE AGGREGATE FOR ANY CALENDAR YEAR THE GREATER OF \$250,000, OR THE TOTAL AMOUNT CHARGED BY SWBT TO APPLICANT UNDER THIS AGREEMENT FOR THE CALENDAR YEARS WHEN THE ACTS OR OMISSIONS GIVING RISE TO LIABILITY OCCURRED. NOTHING CONTAINED IN THIS SECTION SHALL BE CONSTRUED AS LIMITING EITHER PARTY'S LIABILITY FOR ACTS OR OMISSIONS CONSTITUTING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SUCH PARTY.

22.03 EXCLUSION OF LIABILITY FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING FROM ANY ACT OR FAILURE TO ACT PURSUANT TO THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS ADVISED SUCH PARTY OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION LIMITS EACH PARTY'S LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH NEGLIGENT (INCLUDING GROSSLY NEGLIGENT)

ACTS OR OMISSIONS OF SUCH PARTY BUT DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR INTENTIONAL MISCONDUCT.

22.04 SWBT Not Liable to Applicant for Acts of Third Parties or Acts of God. By affording Applicant access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, SWBT does not warrant, guarantee, or insure the uninterrupted use of such facilities by Applicant. Except as specifically provided in Section 22.05 of this Agreement, Applicant assumes all risks of injury, loss, or damage (and the consequences of any such injury, loss, or damage) to Applicant's facilities attached to SWBT's poles or placed in SWBT's ducts, conduits, or rights-of-way, and SWBT shall not be liable to Applicant for any damages to Applicant's facilities other than as provided in Section 22.05. In no event shall SWBT be liable to Applicant under this Agreement for any injury, loss, or damage resulting from the acts or omissions of (1) any joint user or any person acting on a joint user's behalf, (2) any governmental body or governmental employee, (3) any third-party property owner or persons acting on behalf of such property owner, or (4) any licensee, invitee, trespasser, or other person present at the site or in the vicinity of any SWBT pole, duct, conduit, or right-of-way in any capacity other than as a SWBT employee or person acting on SWBT's behalf. In no event shall SWBT be liable to Applicant under this Agreement for injuries, losses, or damages resulting from acts of God (including but not limited to storms, floods, fires, and earthquakes), wars, civil disturbances, espionage or other criminal acts committed by persons or entities not acting on SWBT's behalf, cable cuts by persons other than SWBT's employees or persons acting on SWBT's behalf, or other causes beyond SWBT's control which occur at sites subject to this Agreement.

22.05 Damage to Facilities. Except as otherwise specifically provided in this section, neither party shall be liable to the other party for any injury, loss, or damage (or for the direct or indirect consequences of any such injury, loss, or damage) to such other party's facilities attached to SWBT's poles or placed within or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

- (a) Each party (the "responsible party"), and persons acting on behalf of the responsible party, shall exercise due care to avoid damaging the facilities of the other party (the "injured party"). In the event such damage occurs, the responsible party or persons acting on behalf of the responsible party shall immediately report such damages to the injured party, and the injured party shall promptly make such arrangements as may be necessary to restore service to its customers using the facilities affected.
- (b) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts, grossly negligent omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of employees of the responsible party.

- (c) The responsible party shall reimburse the injured party for the actual costs incurred by the injured party for repair of facilities damaged by the willful misconduct, grossly negligent acts or omissions, and negligent acts (but not negligent omissions other than grossly negligent omissions) of independent contractors acting on the responsible party's behalf; provided, however, that the injured party shall be limited to recovery of those costs which cannot be recovered from the independent contractor causing the damage. The responsible party shall not be liable to the injured party under this section until the injured party's claims against the independent contractor causing the damage have been adjudicated or settled and the amount of the injured party's claim against the responsible party is determinable.
- (d) NEITHER PARTY SHALL BE REQUIRED BY THIS SECTION TO REIMBURSE THE OTHER PARTY FOR COSTS INCURRED AS A RESULT OF NEGLIGENT OMISSIONS OTHER THAN GROSSLY NEGLIGENT OMISSIONS COVERED BY SUBSECTIONS (c)-(d) OF THIS SECTION.
- (e) THIS SECTION LIMITS, BUT DOES NOT EXCLUDE, THE RESPONSIBLE PARTY'S LIABILITY TO THE INJURED PARTY FOR DAMAGES CAUSED BY NEGLIGENT (INCLUDING GROSSLY NEGLIGENT) ACTS OF THE RESPONSIBLE PARTY, AND PERSONS ACTING ON THE RESPONSIBLE PARTY'S BEHALF.

22.06 No Limitations of Liability in Contravention of Federal or State Law. Nothing contained in this article shall be construed as exempting either party from any liability, or limiting such party's liability, in contravention of federal law or in contravention of the laws of this State.

22.07 Claims Against Third Parties. Nothing contained in this article shall be construed as requiring either party to forego any claims that such party may have against third parties, including but not limited to contractors, subcontractors, or persons (other than the other party's employees) acting on the other party's behalf.

ARTICLE 23: INSURANCE

23.01 Insurance Required. Applicant shall comply with the insurance requirements specified in this section.

- (a) Unless Applicant has provided proof of self-insurance as permitted in Section 23.02 below, Applicant shall obtain and maintain in full force and effect, for so long as this Agreement remains in effect, insurance

policies specified in APPENDIX IV of this Agreement. Each policy shall name SWBT as an additional insured and shall include provisions requiring the insurer to give SWBT notice of any lapse, cancellation, or termination of the policy or any modification to the policy affecting SWBT's rights under the policy, including but not limited to any decrease in coverage or increase in deductibles.

- (b) Except as provided in this subsection, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by SWBT. For authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way on Applicant's behalf, exclusions from coverage or deductibles, other than those expressly permitted in APPENDIX IV, must be approved in writing by Applicant.
- (c) Authorized contractors and other contractors performing work on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way on Applicant's behalf shall be required to meet the same insurance requirements applicable to contractors performing similar work on SWBT's behalf. Applicant shall be responsible for securing compliance by its contractors with this requirement and shall be liable to SWBT for any damages resulting from its failure to do so.
- (d) Self-insurance shall be permitted for persons and entities (including but not limited to Applicant and authorized contractors) meeting the self-insurance requirements set forth in Section 23.02.

23.02 Proof of Insurance or Self-insurance. Proof of insurance or self-insurance shall be made pursuant to the provisions of this section.

- (a) Applicant shall submit to SWBT adequate proof (as determined by SWBT) that the companies insuring Applicant are providing all coverages required by this Agreement. Applicant's insurers shall provide SWBT with certifications that required coverages will not be cancelled, changed or materially altered (e.g., by increasing deductibles or altering exclusions from coverage) except after 30 days written notice to SWBT.
- (b) SWBT will accept certified proof of a person or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. SWBT will accept self-insurance by a person or entity in lieu of other Commercial General

Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and SWBT is satisfied that such entity will be able to meet its liability obligations under this Agreement.

- (c) Applicant shall be responsible for determining whether contractors and other persons present on Applicant's behalf on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way meet the self-insurance requirements of this subsection. Applicant may accept certified proof of any such person's or entity's qualification as a self-insurer for Workers' Compensation and Employers Liability, where self-insurance is permitted, upon receipt of a current copy of a Certificate of Authority to Self-insure issued by the Workers' Compensation Commission of this State. Applicant may accept proof of self-insurance by a person or entity in lieu of other Commercial General Liability and Automobile Liability Coverage if such person or entity warrants that its net worth, as shown by its most recent audited financial statement with no negative notes, is at least 10 times the minimum liability limits set forth in APPENDIX IV and Applicant is satisfied that such entity will be able to meet its liability obligations with respect to activities performed on, within, and in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way.

23.03 Licensing Contingent on Proof of Insurance. All insurance required in accordance with APPENDIX IV, or self-insurance as permitted in Section 23.02, must be in effect before SWBT will issue pole attachment or conduit occupancy licenses under this Agreement and shall remain in force until all of Applicant's facilities have been removed from SWBT's poles, ducts, conduits, and rights-of-way.

23.04 Failure to Obtain or Maintain Coverage. Applicant's failure to obtain and maintain the required levels and types of insurance coverage required under this Agreement shall be grounds for termination of this Agreement and licenses subject to this Agreement. If an insurance carrier shall at any time notify Applicant or SWBT that any policy or policies of insurance required under this Agreement will be cancelled or changed in any manner which will result in Applicant's failure to meet the requirements of this Agreement, SWBT may terminate this Agreement and all licenses subject to this Agreement not less than 60 days after giving Applicant written notice of its intention to do so, and such termination shall be effective on the termination date specified in the notice unless Applicant has obtained (or made arrangements satisfactory to SWBT to obtain) the required coverage from another source. In the alternative, SWBT may, in its sole discretion, elect to take such action as may be necessary to keep such policy in effect with the required coverages.

ARTICLE 24: ASSIGNMENT OF RIGHTS

24.01 Assignment Permitted. Neither party may assign or otherwise transfer its rights or obligations under this Agreement except as provided in this section.

- (a) SWBT may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without Applicant's consent, to any entity controlling, controlled by, or under common control with SWBT or which acquires or succeeds to ownership of substantially all of SWBT's assets.
- (b) Applicant may assign its rights, delegate its benefits, and delegate its duties and obligations under this Agreement, without SWBT's consent, to: any telecommunications carrier or cable system operator which (1) is entitled to access to SWBT's poles, ducts, conduits, and rights-of-way under the Pole Attachment Act and (2) controls, is controlled by, or is under common control with Applicant or acquires and succeeds to ownership of substantially all of Applicant's assets; provided, however, that such assignment shall not be effective until Applicant has given SWBT written notice of the assignment pursuant to Section 24.03 and guaranteed the performance of Applicant's assignee or successor. Applicant's assignee or successor shall assume all outstanding obligations of Applicant under this Agreement, including but not limited to all liabilities and contingent liabilities of Applicant arising out of or in connection with this Agreement.
- (c) Applicant may, ancillary to a bona fide loan transaction between Applicant and any lender, and without SWBT's consent, grant security interests or make collateral assignments in substantially all of Applicant's assets, including Applicant's rights under this Agreement, subject to the express terms of this Agreement. In the event Applicant's lender, in the bona fide exercise of its rights as a secured lender, forecloses on its security interest or arranges for a third party to acquire Applicant's assets through public or private sale or through an Agreement with Applicant, Applicant's lender or the third party acquiring Applicant's rights under this Agreement shall assume all outstanding obligations of Applicant under the agreement and provide proof satisfactory to SWBT that such lender or third party has complied or will comply with all requirements established under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, such foreclosure by Applicant's lender or acquisition of assets by such third party shall not constitute a breach of this Agreement and, upon such foreclosure or acquisition, Applicant's lender or such third party shall succeed to all rights and remedies of Applicant under this Agreement.

(other than those rights and remedies, if any, which have not been transferred and, if Applicant is a debtor under the Federal Bankruptcy Code, those rights, if any, which remain a part of the debtor's estate notwithstanding an attempted foreclosure or transfer) and to all duties and obligations of Applicant under the Agreement, including liability to SWBT for any act, omission, default, or obligation that arose or occurred under the Agreement prior to the date on which such lender or third party succeeds to the rights of Applicant under the Agreement, as applicable.

- (1) In the event Applicant or Applicant's lender requests that SWBT, in connection with a bona fide loan transaction between Applicant and Applicant's lender, sign any additional consents, or make other accommodations to protect such lender's interest, Applicant or Applicant's lender shall reimburse SWBT for all expenses incurred by SWBT in connection with such requests and accommodations, including but not limited to in-house or outside legal expenses incurred by SWBT in processing the request.
- (2) In the event Applicant or Applicant's lender desires that SWBT provide notices to Applicant's lender or permit Applicant's lender, in the event of a breach, to cure any default or termination event if Applicant fails to do so, Applicant shall notify SWBT's authorized agent, as designated in Article 29 of this Agreement, that such notices may be sent to Applicant's lender as well to Applicant. Nothing contained in this subsection shall be construed as imposing any duty on SWBT in favor of Applicant's lender, and this section shall not be construed to provide Applicant's lender or any other third parties with any rights, claims, causes of action of any kind. Applicant waives any and all claims or causes of action, of every kind and character, past, present, or future, arising out of or in connection with the giving of any notice to Applicant's lender pursuant to this section or any failure to give such notice.
- (d) Either party may assign or transfer rights or obligations under this Agreement on such terms and conditions as are mutually acceptable to the other party and with such other party's prior written consent, which consent may be withheld only for due cause and justification.
- (e) No assignment or transfer by Applicant of rights under this Agreement, licenses subject to this Agreement, or authorizations granted under this Agreement shall be effective until Applicant, its successors, and assigns have complied with the provisions of this article, secured SWBT's prior

written consent to the assignment or transfer, if necessary, and given SWBT notice of the assignment or transfer pursuant to Section 24.03.

- (f) Except as otherwise expressly provided in this article, neither this Agreement, nor any licenses or authorizations subject to this Agreement, shall inure to the benefit of Applicant's successors or assigns without SWBT's prior written consent.

24.02 Incorporations, Mergers, Acquisitions, and Other Changes in Applicant's Legal Identity. When the legal identity or status of Applicant changes, whether by incorporation, reincorporation, merger, acquisition, or otherwise, such change shall be treated as an assignment subject to the provisions of this article.

24.03 Notice of Assignment. Applicant shall provide SWBT with 60 days advance notice in writing of any assignment.

24.04 Assignment Shall Not Relieve Applicant of Prior Obligations. Except as otherwise expressly agreed by SWBT in writing, no assignment permitted by SWBT under this Agreement shall relieve Applicant of any obligations arising under or in connection with this Agreement, including but not limited to indemnity obligations under Article 21 of this Agreement or the interconnection agreement, if any.

24.05 Satisfaction of Existing Obligations and Assumption of Contingent Liabilities. SWBT may condition its approval of any requested assignment or transfer on the assignee's or successor's payment or satisfaction of all outstanding obligations of Applicant under this Agreement and the assignee's or successor's assumption of any liabilities, or contingent liabilities, of Applicant arising out of or in connection with this Agreement.

24.06 Satisfaction of All Other Licensing Requirements. Applicant's assignee or successor must, within 60 days following the assignment, provide proof satisfactory to SWBT that such assignee or successor has complied or will comply with all licensing requirements established under this Agreement, including but not limited to requirements that such assignee or successor verify, to the best of its information and belief, as provided in Section 17.03, that all facilities owned or used by such assignee or successor and presently attached to SWBT's poles or placed within any portion of SWBT's conduit system within this State have been disclosed to SWBT and are subject to existing licenses and that such assignee or successor has complied with the insurance requirements set forth in Article 23 of this Agreement.

24.07 Additional Post-Assignment Requirements. Applicant's assignee or successor shall, within 60 days following the assignment:

- (a) sign this Agreement as an assignee or successor expressly agreeing to be bound by all provisions of this Agreement and licenses subject to this Agreement;
- (b) provide proof, satisfactory to SWBT, of such assignee's assumption of the obligations of this Agreement; and
- (c) pay a one-time contract administration fee, as provided in APPENDIX I of this Agreement, if no Master Agreement for Access to SWBT's Poles, Ducts, Conduits, or Rights-of-Way between SWBT and such assignee is in effect for this State, or an administrative record-keeping fee as provided in APPENDIX I of this Agreement, if there is a Master Agreement in effect for this State.

24.08 Sublicenses Prohibited. Nothing contained in this Agreement shall be construed as granting Applicant the right to sublicense any rights under this Agreement or licenses subject to this Agreement to any third party. Except as otherwise expressly permitted in this Agreement, Applicant shall not allow third party to attach or place facilities to or in pole or conduit space occupied by or assigned to Applicant or to utilize such space.

ARTICLE 25: TERMINATION OF AGREEMENT OR LICENSES; REMEDIES FOR BREACHES

25.01 Termination Due to Non-Use of Facilities or Loss of Required Authority. Applicant shall, by written notice to SWBT, terminate this Agreement and all licenses subject to this Agreement if Applicant ceases to have authority to do business or ceases to do business in this State, ceases to have authority to provide or ceases to provide cable television services in this State (if Applicant is cable television system having access to SWBT's poles, ducts, conduits or rights-of-way solely to provide cable television service), ceases to have authority to provide or ceases to provide telecommunications services in this State (if Applicant is a telecommunications carrier which does not also have authority to provide cable television service in this State), or ceases to make active use of SWBT's poles, ducts, conduits, and rights-of-way in this State. Applicant shall, by written notice to SWBT, terminate individual licenses subject to this Agreement if (a) Applicant ceases to utilize the pole attachment or conduit occupancy space subject to such licenses or (b) Applicant's permission to use or have access to particular poles, ducts, conduits, or rights-of-way has been revoked, denied, or terminated for reasons of safety or any other lawful reason by any federal, state, or local governmental authority or third-party property owner having authority to revoke, deny, or terminate such use or access. Responsibility for terminating this Agreement or individual licenses under the circumstances set forth in this section shall be a contractual obligation imposed on Applicant, and the failure by Applicant to terminate this Agreement or individual licenses pursuant to this section shall be a material breach of this Agreement.

25.02 Limitation, Termination, or Refusal of Access for Certain Material Breaches. Applicant's access to SWBT's poles, ducts, conduits, and rights-of-way shall not materially interfere with or impair service over any facilities of SWBT or any joint user, cause material damage to SWBT's plant or the plant of any joint user, impair the privacy of communications carried over the facilities of SWBT or any joint user, or create serious hazards to the health or safety of any persons working on, within, or in the vicinity of SWBT's poles, ducts, rights-of-way or to the public. Upon reasonable notice and opportunity to cure, SWBT may limit, terminate or refuse access if Applicant violates this provision; provided, however, that such limitation, termination or refusal will be limited to Applicant's access to poles, ducts, conduits, and rights-of-way located in the SWBT construction district in which the violation occurs, shall be as narrowly limited in time and geographic scope as may be necessary to enable Applicant to adopt suitable controls to prevent further violations, and shall be subject to review, at Applicant's request, pursuant to the dispute resolution procedures set forth in this Agreement (or, if applicable, the parties' interconnection agreement) or, as permitted by law, before any court, agency, or other tribunal having jurisdiction over the subject matter. In the event Applicant invokes dispute resolution procedures or seeks review before a court, agency, or other tribunal having jurisdiction of the subject matter, the limitation, termination, or refusal of access may be stayed or suspended by agreement of the parties or by order of the tribunal having jurisdiction over the parties' dispute.

25.03 Notice and Opportunity to Cure Breach. In the event of any claimed breach of this Agreement by either party, the aggrieved party may give written notice of such claimed breach as provided in this section.

(a) The notice shall set forth in reasonable detail:

- (1) The conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
- (2) The action believed necessary to cure the alleged breach; and
- (3) Any other matter the complaining party desires to include in the notice.

(b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing

contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.

- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

25.04 Remedies for Breach. Subject to the provisions of this article and the dispute resolution procedures of Article 30, either party may terminate this Agreement in the event of a material breach by the other party or exercise any other legal or equitable right which such party may have to enforce the provisions of this Agreement. Except as otherwise specifically provided in Section 30.07, in any action based on an alleged breach of this Agreement, the prevailing party shall be entitled to recover all costs and expenses incurred by such party, including but not limited to reasonable attorneys' fees.

ARTICLE 26: FAILURE TO ENFORCE

26.01 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any license or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

27.01 Effective Date. This Agreement shall be effective as of the ____ day of _____, 2000, or, if this Agreement has been entered into as an appendix, attachment, or exhibit to an interconnection agreement between the parties, the date of approval by the State Commission of the interconnection agreement, whichever date first occurs.

27.02 Initial Term. Unless sooner terminated as herein provided, the initial term of this Agreement shall run from the effective date until the end of the calendar year which includes the effective date.

27.03 Automatic Renewal. Unless sooner terminated as herein provided, this Agreement shall be automatically renewed for successive one-year terms beginning on the first day of each calendar year after the effective date.

27.04 Elective Termination. Either party may terminate this Agreement by giving the other party at least six months prior written notice as provided in this section.

- (a) Applicant may terminate this Agreement with or without cause.
- (b) The parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that is, February 8, 2001). The parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the parties agree that SWBT may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through February 8, 2001. Thereafter, SWBT may terminate this Agreement with or without cause, subject to the provisions of subsection (d) and Section 27.05 below.
- (c) The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.
- (d) The elective termination of this Agreement by SWBT under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and shall be subject to the provisions of Section 27.05 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.05 Effect of Elective Termination. Elective termination of this Agreement by Applicant, as permitted under Section 27.04 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to SWBT under this Agreement. Elective termination of this Agreement by SWBT

shall not affect SWBT's obligations to afford access to SWBT's poles, ducts, conduits, and rights-of-way owned or controlled by SWBT as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

28.01 Information Provided by Applicant to SWBT. Except as otherwise specifically provided in this Agreement, all company-specific and customer-specific information submitted by Applicant to SWBT in connection with this Agreement (including but not limited to information submitted in connection with Applicant's applications for the assignment of pole attachment and occupancy space and for pole attachment and conduit occupancy licenses) shall be deemed to be "confidential" or "proprietary" information of Applicant and shall be subject to the terms set forth in this article. Confidential or proprietary information specifically includes information or knowledge related to Applicant's review of records regarding a particular market area, or relating to assignment of space to Applicant in a particular market area, and further includes knowledge or information about the timing of Applicant's request for or review of records or its inquiry about SWBT facilities. This article does not limit the use by SWBT of aggregate information relating to the occupancy and use of SWBT's poles, ducts, conduits, and rights-of-way by firms other than SWBT (that is, information submitted by Applicant and aggregated by SWBT in a manner that does not directly or indirectly identify Applicant).

28.02 Access Limited to Persons with a Need to Know. Confidential or proprietary information provided by Applicant to SWBT in connection with this Agreement shall not be disclosed to, shared with, or accessed by any person or persons (including but not limited to personnel involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities) other than those who have a need to know such information for the limited purposes set forth in Sections 28.03-28.06.

28.03 Permitted Uses of Applicant's Confidential Information. Notwithstanding the provisions of Sections 28.01 and 28.02 above, SWBT and persons acting on SWBT's behalf may utilize Applicant's confidential or proprietary information for the following purposes: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Agreement and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in

the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

28.04 Access by Third Parties. Information reflecting the assignment of pole attachment and conduit occupancy space to Applicant may be made available to personnel of third parties seeking access to SWBT's records under provisions, and subject to protections, equivalent to those contained and required by Section 7.03 of this Agreement.

28.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including Applicant, concerning SWBT's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.06 Response to Subpoenas, Court Orders, and Agency Orders. Nothing contained in this article shall be construed as precluding SWBT from complying with any subpoena, civil or criminal investigative demand, or other order issued or entered by a court or agency of competent jurisdiction; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

28.07 Other Uses of Confidential Information. No other uses of confidential information received from Applicant pursuant to this Agreement are authorized or permitted without Applicant's express written consent.

ARTICLE 29: NOTICES

29.01 Notices to Applicant. Except as otherwise provided in APPENDIX VI (“Notices to Applicant”), all written notices required to be given to Applicant shall be delivered or mailed to Applicant’s duly authorized agent or attorney, as designated in this section.

- (a) Such notice may be delivered to Applicant’s duly authorized agent or attorney in person or by agent or courier receipted delivery.
- (b) Such notice may be mailed to Applicant’s duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) Applicant may authorize delivery of the notice by telephonic document transfer to the Applicant’s duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Richard Petty

Title: Vice President, Regulatory

Firm: Omniplex Communications Group, LLC

Address: 707 Spirit 40 Park Drive, Suite 120

City/State/Zip: Chesterfield, MO 63005

29.02 Notices to SWBT. Except as otherwise provided in APPENDIX VII (“Notices to SWBT”), all written notices required to be given to SWBT shall be delivered or mailed to SWBT’s duly authorized agent or attorney, as designated in this section.

- (a) Such notice may be delivered to SWBT’s duly authorized agent or attorney in person or by agent or courier receipted delivery.

- (b) Such notice may be mailed to SWBT's duly authorized agent or attorney by registered or certified mail, return receipt requested. When notice is given by mail, such notice shall be complete upon deposit of the notice, enclosed in a postpaid, properly addressed wrapper, in a post office or official depository under the care and control of the United States Postal Service and shall be deemed to have been given three days after the date of deposit.
- (c) SWBT may authorize delivery of the notice by telephonic document transfer to SWBT's duly authorized agent or attorney. Notice by telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.
- (d) On the effective date of this Agreement, and until further notice to Applicant, SWBT's duly authorized agent shall be the Utility Liaison Supervisor ("ULS") designated in APPENDIX VIII.

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

ARTICLE 30: DISPUTE RESOLUTION

30.01 Purpose. The provisions of this article are intended to minimize litigation between the parties with respect to disputes arising in connection with this Agreement and shall be construed accordingly. Any dispute between the parties arising under this Agreement may be submitted by either party for resolution under this article.

30.02 Exclusive Remedy for Monetary Claims under \$25,000. Except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, the parties agree to use the dispute resolution processes set forth in this Agreement as their sole remedy with respect to any monetary claim of \$25,000 or less which arises out of or in connection with this Agreement.

30.03 Prerequisite to Litigation. The provisions of this article shall also apply to all disputes, without regard to the amount in controversy, in which Applicant contests charges billed by SWBT to Applicant under the terms of this Agreement. No suit, except for actions seeking injunctive relief related to the purposes of this Agreement or suits to compel compliance with the dispute resolution processes set forth in this article, shall be filed by either party against the other with respect to such contested charges until the parties have engaged in good faith negotiations as provided in Section 30.04, and, if the parties agree, in mediation under Section 30.05.

30.04 Good Faith Negotiation. Good faith negotiation as provided in this section shall be the first step in the dispute resolution process.

- (a) With respect to any dispute subject to the provisions of this article, either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.
- (b) The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.
- (c) If the correspondence does not resolve the dispute, each party, at the request of either party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.
- (d) Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

30.05 Mediation. If the parties agree to mediation, the mediation may be conducted as provided in this section or in such other manner as may be mutually agreeable to the parties.

- (a) If agreed to by the parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the parties, for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the dispute.
- (b) If the dispute is referred to the American Arbitration Association, the parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom

may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.

- (c) Mediation sessions shall be private.
- (d) All records, reports or other documents considered by the mediator shall be confidential.
- (e) The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.
- (f) The parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:
 - (1) views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
 - (2) admissions made by the other party during the mediation proceedings;
 - (3) proposals made or views expressed by the mediator; or
 - (4) the fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- (g) Subsections (e) and (f) of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.
- (h) The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or

other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

30.06 Arbitration. If negotiations and mediations do not resolve the dispute within 90 days after the initiation of dispute resolution proceedings as provided in subsection (a) of Section 30.04 of this Agreement, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association if the dispute involves any monetary claim of \$25,000 or less which arises out of or in connection with this Agreement. The parties may voluntarily elect to arbitrate disputes in which the amount in controversy exceeds \$25,000, but they shall not be required by this Agreement to do so.

- (a) Either party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.
- (b) Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.
 - (1) Each party may submit in writing to any other party, and such other party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.
 - (2) Additional discovery may be permitted upon mutual agreement of the parties or upon order of the arbitrator on a showing of good cause.
- (c) The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.
 - (1) The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, in Oklahoma City, Oklahoma.
 - (2) The parties shall submit written briefs five days before the hearing.
 - (3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.

(4) The arbitrator shall have no authority to order punitive or consequential damages.

(5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

30.07 Costs. Except as specifically provided in this section, each party shall bear its own costs of all dispute resolution procedures under this article.

(a) A party seeking discovery shall reimburse the responding party for the costs incurred by the responding party in producing documents.

(b) The parties shall equally split the fees of the arbitration and the arbitrator.

30.08 No Abridgment of Rights under the Communications Act of 1934 or the Pole Attachment Act. Nothing contained in this article shall abridge the rights of either party to seek relief from the FCC with respect to any dispute subject to the jurisdiction of the FCC under the Communications Act of 1934 or the Pole Attachment Act, or from the State Commission with respect to any dispute subject to its jurisdiction, except that the parties may not seek relief from the FCC or the State Commission with respect to any dispute that has already been resolved by mediation under Section 30.05 or by binding arbitration under Section 30.06.

ARTICLE 31: ACCESS TO APPLICANT'S POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY

31.01 No Reciprocal Access to Applicant's Facilities. This Agreement does not include provisions for reciprocal access by SWBT to Applicant's poles, ducts, conduits, and rights-of-way.

ARTICLE 32: GENERAL PROVISIONS

32.01 Entire Agreement. This Agreement, together with the interconnection agreement, if any, to which this Agreement is an appendix, attachment, or exhibit, sets forth the entire understanding and agreement of the parties.

32.02 Prior Agreements Superseded. This Agreement supersedes all prior agreements and understandings, whether written or oral, between Applicant and SWBT relating to the placement and maintenance of Applicant's facilities on and within SWBT's poles, ducts, and conduits within this State.

32.03 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this

Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

32.04 Survival of Obligations. Any liabilities or obligations of either party for acts or omissions prior to the termination of this Agreement, any obligations of either party under provisions of this Agreement relating to confidential and proprietary information, indemnification, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or be performed after) termination of this Agreement, will survive the termination of this Agreement.

32.05 Multiple Counterparts. This Agreement may be executed in multiple counterparts.

32.06 Effect on Licenses Issued Under Prior Agreements. All currently effective pole attachment and conduit occupancy licenses granted to Applicant shall, on the effective date of this Agreement, be subject to the rates, terms, conditions, and procedures set forth in this Agreement.

32.07 Force Majeure. Except as otherwise specifically provided in this Agreement, neither party will be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory, or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, earthquakes, volcanic actions, wars, civil disturbances, cable cuts, or other causes beyond the reasonable control of the party claiming excusable delay or other failure to perform; provided, however, that Force Majeure will not include acts of any governmental authority relating to environmental, health, or safety conditions at work locations. If any Force Majeure condition occurs, the party whose performance fails or is delayed because of such Force Majeure condition will give prompt notice to the other party, and, upon cessation of such Force Majeure condition, will give like notice and commence performance hereunder as promptly as reasonably practicable.

32.08 Severability. If any article, section, subsection, or other provision or portion of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement as to either party, the invalidity of such provision shall not render this entire Agreement unenforceable and this Agreement shall be administered as if it did not contain the invalid provision.

32.09 Choice of Law. Except to the extent that federal law controls any aspect of this Agreement, the validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties will be governed by the laws of this State, applied without regard to the provisions of this State's laws relating to conflicts-of-laws.

32.10 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

- [] Applicant desires to have access to SWBT's poles, ducts, conduits, and rights-of-way on terms that are not less favorable than those obtained by firms participating in interconnection arbitration proceedings before the State Commission. Applicant also desires to have access to SWBT's poles, ducts, conduits, and rights-of-way to the full extent permitted under the FCC's First Interconnection Order in CC Docket No. 96-98. SWBT is entering into this Agreement for the purpose of providing nondiscriminatory access in compliance with the Pole Attachment Act and regulatory decisions thereunder, including decisions by the State Commission in interconnection arbitration proceedings in which Applicant is not a party. Each party is entering into this Agreement based on current interpretations of the law by the FCC and State Commission. In the event of any changes in the Pole Attachment Act, changes in applicable FCC or State Commission rulings, or judicial determinations that such rulings are erroneous or invalid, each party shall, at the request of the other, engage in good faith negotiations to supplement, amend or replace any provisions of this Agreement affected by such changes or determinations and to conform this Agreement to changes in the underlying laws on which the Agreement is based.
- [] This Agreement has been entered into as a result of private negotiation between the parties and arbitration by the State Commission, acting pursuant to the Telecommunications Act of 1996. If the actions of any legislative bodies, courts, or regulatory agencies of competent jurisdiction invalidate, modify, or stay the enforcement of laws, rules, regulations, or commission orders that were the basis for a provision of this Agreement (including but not limited to any provision of this Agreement required by any arbitration award approved by the State Commission), the affected provision shall be invalidated, modified, or stayed as required by action of the legislative

body, court, or regulatory agency. In the event of such a change in the law, each party shall expend diligent efforts to arrive at an agreement respecting the modifications to the Agreement required by the law or requested in good faith by the other party. If negotiations fail, disputes between the parties concerning interpretation of the actions required or provisions affected by such governmental actions shall be resolved pursuant to the dispute resolution process provided for in the interconnection agreement or this Agreement; provided, however, that this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

This Appendix, and every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement or any other appendices or attachments to this Agreement which are legitimately related to such interconnection, service or network element; and all such rates, terms and conditions are incorporated by reference herein and as part of every interconnection, service and network element provided hereunder. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions; interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks and service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiary; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

SOUTHWESTERN BELL TELEPHONE COMPANY

By: _____
Signature of SWBT's Authorized Officer/Employee

Name of SWBT's Authorized Officer/Employee (Printed or Typed)

Position/Title of SWBT's Authorized Officer/Employee

Date

City and State of Execution by SWBT

OMNIPLEX COMMUNICATIONS GROUP, LLC
Applicant's Name (Printed or Typed)

By: _____
Signature of Applicant's Authorized Officer/Employee

Name of Authorized Officer/Employee (Printed or Typed)

Position/Title of Authorized Officer/Employee

Date

City and State of Execution by Applicant

**APPENDIX I
SCHEDULE OF FEES AND CHARGES (OKLAHOMA)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and sets forth the rates, fees and charges to be paid by Applicant to SWBT pursuant to the Master Agreement and licenses subject to the Master Agreement. The rates, fees, and charges set forth in this Appendix shall be subject to all applicable laws, rules, regulations, and commission orders as provided in Section 19.01 of the Master Agreement and shall be subject to revision as provided in Section 19.12 of the Master Agreement.

A) Pole Attachment Fees

1) General

- a) For billing purposes, pole attachments shall be considered i) to have commenced on the first to occur of the following dates: the date of assignment (or provisional assignment) of pole attachment space, the date a license for such pole attachment is issued, or the date of actual attachment and ii) to have ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's pole, or the date of termination of Applicant's license.
- b) Fees shall be payable semiannually in advance on the first days of January and July and shall be prorated on a daily basis as provided in Section 19.04. Fees for pole attachments shall be based on the number of pole attachments as of the date of billing. If Applicant occupies more than one usable space on a pole, separate attachment fees shall apply to each space occupied. For billing purposes, a single pole attachment includes the point of attachment and all facilities located in the usable space on the pole in the space assigned to Applicant (typically six inches above and six inches below the point of attachment), together with routine ancillary apparatus such as anchors, anchor/guy strands, drive rings, J-hooks, dead-end clamps, and other apparatus which does not interfere with the ability of SWBT to occupy or assign usable space on the pole other than the usable space licensed to Applicant. Fees for pole space assignments and unauthorized pole attachments shall be billed in the same manner as if a license had been issued.

2) Fees (1999 Rates)

<u>Semiannual Pole Attachment Fees</u>	<u>Annual</u>	<u>Semiannual</u>
Per pole attachment (cable service only)	<u>\$ 1.55</u>	<u>\$ 0.775</u>
Per pole attachment (telecommunications carriers)	<u>\$ 1.55</u>	<u>\$ 0.775</u>
Per pole attachment (other)	<u>\$ N/A</u>	<u>\$ N/A</u>

B) Conduit Occupancy Fees

1) General

- a) For billing purposes, conduit occupancy shall be considered to have i) begun on the first to occur of the following dates: the date of assignment (or provisional assignment) of conduit occupancy space, the date a license for such conduit occupancy is issued, or the date of actual occupancy; and ii) ended on the last to occur of the following dates: the date Applicant's assignment lapses or is relinquished, the date notice is given (under Section 18.06 of the Master Agreement) that Applicant has removed the attached facilities from SWBT's conduit, or the date of termination of Applicant's license. Occupancy ends only when facilities have been removed from SWBT's conduit system and required post-removal procedures (e.g., plugging ducts) have been completed. Fees for conduit space assignments and unauthorized conduit occupancy shall be billed in the same manner as if a license had been issued.
- b) Fees shall be payable semiannually in advance on the first days of January and July.

2) Fees (1999 Rates)

<u>Semiannual Per Foot Conduit Occupancy Fees</u>	<u>Annual</u>	<u>Semiannual</u>
Full duct/duct foot (cable service only)	<u>\$ 0.77/ft</u>	<u>\$ 0.38.5/ft</u>
Full duct/duct foot (telecommunications carriers)	<u>\$ 0.77/ft</u>	<u>\$ 0.38.3/ft</u>
Full duct/duct foot (other)	<u>\$ N/A</u>	<u>\$ N/A</u>
Half duct/duct foot (cable service only)*	<u>\$ 0.38.5/ft</u>	<u>\$ 0.1925/ft</u>
Half duct/duct foot (telecommunications carriers)*	<u>\$ 0.38.5/ft</u>	<u>\$ 0.1925/ft</u>
Half duct/duct foot (other)*	<u>\$ N/A</u>	<u>\$ N/A</u>
1/3 duct/duct foot (telecommunications carriers)**	<u>\$ 0.2566/ft</u>	<u>\$ 0.1283/ft</u>
1/3 duct/duct foot (cable service only)**	<u>\$ 0.2566/ft</u>	<u>\$ 0.1283/ft</u>
1/3 duct/duct foot (other)**	<u>\$ N/A</u>	<u>\$ N/A</u>

*See c)-d) below for partial duct rate.

**See e) below for inner duct rate.

- a) Facility footage shall be measured i) from the center of one manhole to the center of an adjacent manhole if the facility runs between two manholes, ii) from the center of a manhole to the end of a duct not terminated in a manhole,

or iii) from the center of a manhole to the property line if the duct is connected at the property line to a duct owned and controlled by a third-party property owner.

- b) Semiannual full duct conduit occupancy fees will apply to the first facility placed in a previously unoccupied duct except as provided in c)-d) below.
 - c) If two or more facilities occupy a duct that has not been subdivided by inner duct, a semiannual half duct conduit occupancy fee will be charged for each facility placed in the duct.
 - d) A semiannual half duct occupancy fee will apply to the first facility placed by Applicant in a previously unoccupied duct that has not been subdivided by inner duct if and only if the presence of Applicant's facility does not render the other half of the duct unusable by others.
 - e) As ordered by the State Commission, when Applicant's facilities are installed within inner duct, a single semiannual one-third duct conduit occupancy fee will apply to each inner duct occupied.
- C) Application Fees. No application fees shall be charged for the submission of access applications or provisional space assignments. Charges for processing applications are set forth below.
- D) Pre-license Survey Work. Charges for pre-license survey work are not set on a fixed fee basis and will be determined on a case-by-case basis. If pre-license survey work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If pre-license survey work is performed by SWBT employees, pre-license survey charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on pre-license survey work.
- E) Facilities Modification, Capacity Expansion, and Make-ready Work. Charges for facilities modification, capacity expansion, and make-ready work are not set on a fixed fee basis and will be determined on a case-by-case basis. If such work is performed by SWBT's contractors, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT for such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). If such work is performed by SWBT employees, charges for such work shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on the work. In all cases, except as otherwise specifically provided to the contrary in the Master Agreement, such charges shall include the costs of materials required to perform the work. No later than 45 days after receipt by SWBT of Applicant's completed application, or within such other period as may be mutually agreed upon in writing by the parties, SWBT will furnish Applicant an estimate of the charges for facilities modification, capacity expansion, and make-ready work. Except as otherwise specifically provided in other parts of the Master Agreement, SWBT

shall not be required to perform the make-ready work until Applicant has prepaid the estimated make-ready charges in full. After make-ready work has been completed by SWBT, Applicant shall pay SWBT the difference between the estimated make-ready charges and the actual charges, if the actual charges are greater than the estimate, or SWBT shall refund to Applicant the difference between the estimated make-ready charges and the actual charges, if the actual charges are less than the estimate.

- F) Construction Inspectors. Subject to all applicable commission orders, where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduitsystem, Applicant shall pay SWBT's full costs attributable to having a construction inspector present; provided, however, that SWBT shall not charge Applicant for more than one such construction inspector per site at any given time. If the construction inspector is a SWBT contractor, Applicant shall reimburse SWBT for the actual out-of-pocket costs (without additives for administrative costs) incurred by SWBT in connection with the presence of such inspector. If the construction inspector is a SWBT employee, charges for the construction inspector shall be computed by multiplying the applicable hourly rate times the number of hours reasonably spent by the employee as a construction inspector in connection with the project.
- G) Other Work Performed Pursuant to the Master Agreement. For all other work performed by SWBT's contractors pursuant to the Master Agreement, including but not limited to work performed in opening manholes and participating in work operations at Applicant's request, Applicant shall reimburse SWBT for the actual out-of-pocket costs incurred by SWBT in connection with the performance of such work (plus the applicable additive, if any, to compensate SWBT for administrative costs). For all other work performed by SWBT's employees pursuant to the Master Agreement, including but not limited to work performed in opening manholes, providing access to and copies of records, and participating in work operations at Applicant's request, SWBT's charges shall be computed by multiplying the applicable hourly rates times the number of hours reasonably spent by SWBT's employees on such work.
- H) Contract Administration Fee and Administrative Record-keeping Fees. Subject to applicable commission orders, a one-time contract administration fee of \$250.00 shall be due and payable at the time of the execution of the Master Agreement. Subject to applicable commission orders, SWBT may charge administrative record-keeping fees not exceeding \$125.00 in connection with records and billing changes resulting from the sale, consolidation, or other transfer of Applicant's business or facilities, name changes, and the like. SWBT shall provide Applicant, on Applicant's request, a statement of the basis for the fees.
- I) Other Administrative and Ancillary Fees. No other administrative or ancillary fees are charged by SWBT on a fixed fee basis.
- J) Hourly Rates. Except as otherwise provided by any applicable law, rule, regulation, or

commission order, hourly rates charged for SWBT employees shall be such employees' fully loaded hourly rates.

- K) Payment Date. For fees and charges other than charges for facilities modification, capacity expansion, and make-ready work, each bill or invoice submitted by SWBT to Applicant shall state the date that payment is due, which date shall be not less than 60 days after the date of the bill or invoice. For facilities modification, capacity expansion, and make-ready work, the payment due date shall be not less than 30 days after the date of the bill or invoice. Interest on past due charges shall accrue as provided in Section 19.11(a) of the Master Agreement.

Agreement No. _____

APPENDIX II
IDENTIFICATION OF APPLICANT (OKLAHOMA)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Applicant's legal name is: OMNIPLEX COMMUNICATIONS GROUP, LLC

Applicant's principal place of business is located in the State of Missouri.

Applicant does business under the following assumed names: _____

Applicant is:

- ☐ a corporation organized under the laws of the State of _____,
charter no. _____;
- ☐ a partnership organized under the laws of the State of _____; or
- ☐ another entity, as follows: _____

Applicant represents that Applicant is:

- ☐ (1) a cable system (as defined in 47 U.S.C. §§ 153(37) and 522(7)) seeking a pole attachment or conduit occupancy license solely to provide cable service (as defined in 47 U.S.C. § 522(6);
- ☐ (2) a telecommunications carrier, as defined in 47 U.S.C. § 153(49), as modified by 47 U.S.C. § 224; or
- ☐ (3) a person or entity which is neither (1) nor (2) above, as follows:

Agreement No. _____

**APPENDIX III
ADMINISTRATIVE FORMS AND NOTICES (OKLAHOMA)**

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached and contains administrative forms referred to in the Master Agreement or used in connection with the provision of access to SWBT's poles, ducts, conduits, and rights-of-way. The forms are forms presently in use and have not been fully conformed to the Master Agreement. The forms may be further revised by SWBT to conform to the Master Agreement and revised from time to time to reflect changes in the applicable law, changes in the Master Agreement, and changes in the procedures through which access to poles, ducts, conduits, and rights-of-way is afforded by SWBT to Applicant and others.

SW-9433: Pole Attachments

SW-9434: Access Application and Make-Ready Authorization

SW-9435: Conduit Occupancy

SW-9436A: Notification of Surrender or Modification of Pole Attachment License by Licensee

SW-9436B: Notification of Surrender or Modification of Conduit Occupancy License by Applicant

SW-9436C: Notification of Unauthorized Attachments by Applicant

Agreement No. _____

APPENDIX IV INSURANCE REQUIREMENTS (OKLAHOMA)

This Appendix IV is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

1) Premises. As used in this Appendix, the term “premises” refers to any site located on, within, or in the vicinity of SWBT’s poles, ducts, conduits, or rights-of-way and any location where Applicant or any person acting on Applicant’s behalf may be physically present while traveling to or departing from any such site.

2) Requirements Applicable to Applicant and All Persons and Entities Acting on Applicant’s Behalf. Applicant shall maintain, at all times during the term of the Master Agreement, all insurance and coverages set forth below. Such insurance and coverages shall not only cover Applicant but all contractors, subcontractors, and other persons or entities acting on Applicant’s behalf at the premises described in 1) above. Applicant should require that all contractors, subcontractors, and other persons or entities acting on Applicant’s behalf at premises described in 1) above obtain the same insurance and coverages.

3) Workers’ Compensation Insurance. Applicant shall maintain, at all times during the term of the Master Agreement, Workers’ Compensation Insurance and Employer’s Liability Insurance with minimum limits of \$100,000 for bodily injury-each accident, \$100,000 for bodily injury by disease-each employee, and \$500,000 for bodily injury by disease-policy limits, for all employees performing work or otherwise present on the premises described in 1) above. Such insurance must comply with the Workers’ Compensation laws of this State and shall provide coverage, at a minimum, for all benefits required by such Worker’s Compensation laws. Applicant shall require any contractor, subcontractor, or other person or entity acting on Applicant’s behalf to provide Workers’ Compensation Insurance and Employer’s Liability Insurance for their respective employees unless such employees are covered by the protection afforded by Applicant.

4) General Liability Insurance. To protect SWBT and any joint user from any liability for bodily injury or property damage, Applicant shall maintain, at all times during the term of the Master Agreement, General Liability insurance satisfactory to SWBT. SWBT shall be added as an additional insured in the standard policy or an endorsement thereto. Applicant shall also require any contractor, subcontractor, or other person or entity acting on Applicant’s behalf to provide General Liability coverage with the same limits and with SWBT added as an additional insured unless such contractor, subcontractor, or other person or entity is covered by the General Liability protection afforded by Applicant.

- a) The following coverages must be included in (and may not be excluded from) the policy or policies obtained to satisfy the General Liability insurance

requirements of Applicant and any contractor, subcontractor, or other person or entity acting on Applicant's behalf. The coverages may be provided by the standard policy or endorsements thereto. Exclusion endorsements deleting these coverages will not be accepted.

- 1) Personal Injury and Advertising Injury coverage.
 - 2) Premises/Operations coverage, including also coverage for any newly acquired ownership or controlled premises or operations.
 - 3) Independent Contractors coverage to provide protection for Applicant's contractors, subcontractors, and other persons or entities acting on Applicant's behalf.
 - 4) Explosion, Collapse, and Underground Hazard (XCU) coverage.
 - 5) Completed Operations coverage providing for bodily injury and property damage liabilities which may occur once the operations have been completed or abandoned.
 - 6) Contractual Liability coverage to provide financial responsibility for the Applicant to meet its indemnification obligations.
 - 7) Broad Form Property Damage (BFPD) coverage for damage to property in the care or custody of Applicant and damage to work performed by or on behalf of the Applicant.
- b) Minimum policy limits shall be as follows:
- General Aggregate Limit: \$1,000,000.
- Sublimit for all bodily injury, property damages, or medical expenses incurred in any one occurrence: \$1,000,000.
- Sublimit for personal injury and advertising: \$1,000,000.
- Products/Operations Aggregate Limit: \$1,000,000.
- Each occurrence sublimit for Products/Operations: \$1,000,000.
- c) No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

- d) Policy language or endorsements adding SWBT as an additional insured shall not include exclusions or exceptions which defeat the purpose of protecting SWBT from any liability for bodily injury or property damage arising out of Applicant's operations.

5) Automobile Liability insurance. The parties contemplate that Applicant and personnel acting on Applicant's behalf will utilize automobiles, trucks, and other motor vehicles on public and private property, including public rights of way, in the vicinity of SWBT's poles, ducts, conduits, and rights-of-way. Accordingly, Applicant shall maintain, at all times during the term of the Master Agreement, Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage which may arise out of the operation or use of motor vehicles of any type. Coverage shall extend to "any auto" -- that is, coverage shall be extended to all owned, non-owned, and hired vehicles used by Applicant or by any person or entity acting on Applicant's behalf in connection with any work performed, or to be performed, on, within, or in the vicinity of SWBT's poles, ducts, conduits, or rights-of-way.

6) Layering of General Liability and Automobile Liability coverages. Applicant's insurance may be written via a primary policy with either an excess or umbrella form over the primary policy. If coverage is written in this manner, the total of the combined policy limits must meet or exceed the minimum limits specified in the Master Agreement.

7) Deductibles. No deductibles shall be allowed without the express written consent of SWBT.

8) Claims Made Policies. Claims Made Policies will not be accepted.

9) Proof of Insurance. Certificates of Insurance stating the types of insurance and policy limits provided the insured, or other proof of insurance satisfactory to SWBT, must be received by SWBT prior to the issuance of any licenses pursuant to the Master Agreement and before Applicant or any person acting on Applicant's behalf performs any work on the premises described in 1) above.

- a) Certificates of Insurance using the insurance industry standard ACORD form are preferred.
- b) Certificates provided with respect to General Liability policies and certificates provided with respect to Automobile Liability policies shall indicate SWBT as an Additional Insured.
- c) Deductibles, if permitted, shall be listed on the Certificate of Insurance.

- d) The cancellation clause on the certificate of insurance shall be amended to read as follows:

“SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR MATERIALLY CHANGED BEFORE THE EXPIRATION DATE, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.”

A certificate which does not include the phrase “or materially changed” does not meet SWBT’s requirements. A certificate reciting that the issuing company will “endeavor to” mail 30 days written notice to the certificate holder does not meet SWBT’s requirements. The language “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or similar language must be deleted from the certificate.

- e) The certificate holder shall be:

Southwestern Bell Telephone Company
5305 E. 71st, Floor 1
Tulsa, Oklahoma 74136
ATTENTION: Utility Liaison Supervisor

- f) Failure to object to any coverage described in a certificate shall not constitute written permission from SWBT to any variance from or alteration of any requirement set forth in this Appendix and shall not be construed as a waiver by SWBT of any rights under the Master Agreement.

10) Rating of Insurers. SWBT requires that companies affording insurance coverage have a B+VII or better rating, as rated in the current A.M. Best Key Rating Guide for Property and Casualty Insurance Companies.

11) Self-insurance. If authorized in the Master Agreement, self-insurance shall be allowed in lieu of the above requirements upon Applicant’s submission of proof that it has met the self-insurance requirements stated in the Master Agreement.

Agreement No. _____

APPENDIX V
NONDISCLOSURE AGREEMENT (OKLAHOMA)

Nondisclosure Agreement (SWBT Pole, Duct, Conduit, and Right-of-Way)

This Nondisclosure Agreement, effective as of the ____ day of _____, 2000, has been entered into by and between Southwestern Bell Telephone Company ("SWBT"), a Missouri corporation, and the undersigned person or firm ("Recipient") as a condition of access to certain records and information maintained by SWBT. The parties stipulate and agree as follows:

1) SWBT maintains records and information, including but not limited to outside plant engineering and construction records, which relate to poles, ducts, conduits, and rights-of-way which SWBT owns or controls. SWBT represents that such records and information are not made generally available for inspection or copying by the public and include business, economic, and engineering information (including but not limited to plans, designs, maps, diagrams, cable counts and cable-specific information, circuit records, and other competitively sensitive information) which SWBT intends to keep secret and which has economic value by virtue of not being generally known to or readily ascertainable by the public, including SWBT's competitors.

2) SWBT has agreed to make certain of its records and information relating to poles, ducts, conduits, and rights-of-way available to cable television systems and telecommunications carriers who are presently entitled under federal law to have access to the poles, ducts, conduits, and rights-of-way owned or controlled by SWBT.

3) Recipient represents that Recipient is a cable television system or telecommunications carrier entitled under federal law to access to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT, or, if an individual, that he or she is acting on behalf of OMNIPLEX COMMUNICATIONS GROUP, LLC, which is such a cable television system or telecommunications carrier. Recipient further represents that Recipient is seeking access to SWBT's records and information relating to poles, ducts, conduits, and rights-of-way for the limited purpose of enabling engineering and construction personnel employed by or acting on behalf of such cable television system or telecommunications carrier to make engineering and construction decisions necessary to utilize SWBT's poles, ducts, conduits, and rights-of-way.

4) SWBT agrees that permitted uses of records and information concerning SWBT's poles, ducts, conduits, and rights-of-way are (a) determining which poles, ducts, conduits, and rights-of-way owned or controlled by SWBT are available for use by such cable television systems or telecommunications carriers as permitted by federal law, (b) designing,

engineering, constructing, installing, maintaining, and removing equipment which is to be attached to or placed within such poles, ducts, conduits, and rights-of-way, and (c) contesting decisions, if any, by SWBT not to provide access to such poles, ducts, conduits, and rights-of-way as requested. No other uses of such records or information are authorized or permitted under this Agreement.

5) Recipient agrees that Recipient will not use, or permit any other person or entity to use or have access to SWBT's records and information relating to poles, ducts, conduits, or rights-of-way or information for any purpose other than the limited purposes stated in 4) above and that such records and information shall not be disclosed or shared with any person or persons other than those who have a need to know such information for such limited purposes. Recipient specifically agrees that such records and information shall not be used or accessed by any person involved in sales, marketing, competitive intelligence, competitive analysis, strategic planning, and similar activities. Recipient further agrees that Recipient shall not furnish copies of such records or disclose information contained in such records to any person or entity which has not executed and delivered to SWBT a counterpart of this Agreement prior to receipt of such copies or information.

6) Recipient agrees that Recipient will not without SWBT's express written authorization copy, duplicate, sketch, draw, photograph, download, photocopy, scan, replicate, transmit, deliver, send, mail, communicate, or convey any of SWBT's records relating to poles, ducts, conduits, or rights-of-way. Recipient further agrees that Recipient will not conceal, alter, or destroy any SWBT records furnished to Recipient pursuant to this Agreement.

7) Notwithstanding the provisions of 6) above, and except as provided in 8) below, Recipient may copy, take notes from, make, and use (for the limited purposes specified herein) drawings with reference to the following records provided by SWBT to Recipient for inspection: pole and conduit route maps, cable plat maps, and plant location records reflecting approximate locations of SWBT's existing poles, ducts, conduits, and rights-of-way. All such copies, notes, and drawings (whether in hardcopy or electronic form) shall be marked with the legend: **"PROPRIETARY INFORMATION: NOT FOR USE BY OR DISCLOSURE TO ANY PERSON WHO HAS NOT EXECUTED A NONDISCLOSURE AGREEMENT (SWBT POLE, DUCT, CONDUIT, AND RIGHT-OF-WAY)."**

8) No references to cable counts, cable designations or cable-specific information, circuit information, or customer-specific information of any kind may be included in any copies, notes, or drawings made pursuant to 7) above; provided, however, that Recipient may make estimates regarding the physical characteristics (such as size and weight) of the cables being surveyed when necessary to make engineering determinations regarding the capacity, safety, reliability, or suitability of SWBT's poles, ducts, conduits, or rights-of-way for Recipient/Applicant's intended uses.

9) All records and information relating to poles, ducts, conduits, and rights-of-way provided to Recipient/Applicant by SWBT (whether in writing, orally, or in electronic or other formats) shall be deemed to be proprietary information subject to this Agreement without regard to whether such information, at the time of disclosure, has been marked with restrictive notations such as "Proprietary," "Restricted Proprietary," "Confidential," "Not to Be Copied or Reproduced," or the like.

10) This Agreement applies only to records and information provided to Recipient by SWBT and does not apply to records and information obtained by Recipient from other lawful sources.

11) This Agreement does not prohibit the disclosure of records or information in response to subpoenas and/or orders of a governmental agency or court of competent jurisdiction. In the event Recipient receives an agency or court subpoena requiring such disclosure, Recipient shall immediately, and in no event later than five calendar days after receipt, notify SWBT in writing.

12) The Parties agree that, in the event of a breach or threatened breach of this Agreement, SWBT may seek any and all relief available in law or in equity as a remedy for such breach, including but not limited to monetary damages, specific performance, and injunctive relief. The Parties acknowledge that SWBT's records and information relating to poles, ducts, conduits, and rights-of-way include valuable and unique information and that disclosure of such information (including circuit information) will result in irreparable injury to SWBT. In the event of any breach of this Agreement for which legal or equitable relief is sought, SWBT shall be entitled to recover from Recipient all reasonable attorney's fees and other reasonable costs (including but not limited to fees of expert witnesses) incurred by SWBT in connection with the prosecution of its claims against Recipient.

13) This Agreement shall be effective on the effective date shown above and shall remain in full force and effect until terminated by either party as provided herein. Either party may, at any time, with or without cause, terminate this Agreement by giving the other party 60 days' advance written notice of its decision to terminate. The parties further agree that termination of this Agreement shall have no effect on the duty of any person or entity, including Recipient, to abide by all terms of this Agreement with respect to records and information received by Recipient while this Agreement is in effect.

14) This Agreement shall benefit and be binding on the parties below and their respective heirs, successors, and assigns.

15) This Agreement will be governed by the laws of the State of Oklahoma.

16) This Agreement sets forth the entire agreement and understanding between the parties with respect to the subject matter hereof, and none of the terms of this Agreement may be amended or modified except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, or caused this Agreement to be executed by their duly authorized representatives, in duplicate, as of the dates set forth below.

Omniplex Communications Group, LLC
Recipient (Print or Type Name)

Southwestern Bell Telephone Company

By _____
Signature of Recipient or Representative

By _____
Signature

Name (Printed or Typed)

Name (Printed or Typed)

Address

Address

City, State, and Zip Code

City, State, and Zip Code

Phone

Phone

Date

Date

Agreement No. _____

APPENDIX VI
NOTICES TO APPLICANT (OKLAHOMA)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Notices in general. Except as otherwise stated in this Appendix, all notices to Applicant shall be given to Applicant's duly authorized agent or attorney as specified in Section 29.01 of the Master Agreement.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by Applicant from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Special notice provisions. The following special notice provisions, if any, shall apply:

Agreement No. _____

APPENDIX VII
NOTICES TO SWBT (OKLAHOMA)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

Utility Liaison Supervisor (ULS). Except as otherwise stated in this Appendix, all notices to SWBT shall be given to the Utility Liaison Supervisor (ULS) designated in APPENDIX VIII of the Master Agreement. The Utility Liaison Supervisor is generally responsible for coordinating applications for access to SWBT's poles, ducts, conduits, and rights-of-way and serving as Applicant's initial point of contact for matters arising out of or in connection with the administration of the Master Agreement. Notices to the ULS shall be given in writing in the manner prescribed in Section 29.02. Notices to be sent to the ULS include, but are not limited to, notices under the following provisions of the Master Agreement.

- 7.01 Notification of Designation of Primary Point of Contact
- 7.03(a) Notification of intent to review records
- 8.XX All Notifications in Article 8
- 9.XX All Notifications in Article 9
- 10.04(e) Notification Regarding Make-Ready Work
- 12.03(d) Notification of placing J-hook on non-licensed pole
- 12.04 Notification of occupation of maintenance duct for short-term use
- 12.06 Notification of Applicant's maintenance contact
- 13.01 Notification of planned modifications
- 14.02(c) Notification of Applicant's desire to add to or modify its existing attachment
- 15.02(b) Notification of occupation of maintenance duct for short-term emergency use
- 15.03 Notification of emergency repair coordinators
- 16.01 Notification that facilities have been brought into compliance

- 17.02(c) Disclaimer of ownership or responsibility for untagged facilities
- 17.06 Notification of Applicant's response to ownership of facilities in question
- 18.01(a) Notice of intent to remove facilities
- 18.01(e) Notice of intent to terminate license
- 18.06 Notification of completion of removal of facilities
- 20.01(c) Notification of change of bond
- 21.17 Notification of claims
- 23.XX All notifications of insurance coverage in Article 23
- 24.03 Notification of assignment
- 25.01 Notification of termination
- 25.03 Notification of cure of breach
- 27.04 Notice of elective termination
- 29.03 Notification of change in notice requirements

Other notices. The following notices may be given orally or in writing (including fax) and shall be given to SWBT's Local Service Provider Center (LSPC) at 1-800-486-5598 instead of the ULS.

- 6.05(a) Notifications relating to electrical interference
- 6.09(d) Notifications of unsafe conditions
- 6.11(a) Notification of manhole entry
- 6.13(c) Notification of environmental contaminants
- 10.02(b) Notification of materials required for self-provisioning of inner duct
- 15.04 Notification of conditions requiring emergency repair
- 15.06(a) Notification of performing corrective work on emergency repair.
(advanced notice)

15.06(b) Notification of performing corrective work on emergency repair.
(no advanced notice)

Additional information and questions concerning notice requirements. The ULS, as Applicant's initial point of contact, will provide additional information to Applicant concerning notification procedures for notices to be given to LSPC. Questions to SWBT concerning notice requirements should be directed to the ULS. The ULS is not authorized to provide Applicant legal advice with respect to notice requirements. Questions by Applicant's personnel and other persons acting on Applicant's behalf concerning Applicant's legal obligations should be directed to Applicant's legal counsel or such other personnel as Applicant may direct.

Changes in notice requirements. Changes in the notice requirements set forth in this Appendix may be made by SWBT from time to time in accordance with the provisions of Section 29.03 of the Master Agreement.

Agreement No. _____

APPENDIX VIII
IDENTIFICATION OF UTILITY LIAISON SUPERVISOR (OKLAHOMA)

This Appendix is an integral part of the Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way to which it is attached.

The Utility Liaison Supervisor for Oklahoma is named below. Notices to the Utility Liaison Supervisor should be addressed as follows:

Name: Karl Vahle

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 5305 E. 71st, Floor 1

City/State/Zip: Tulsa, Oklahoma 74136

APPENDIX PRICING

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APPENDIX PRICING**1. INTRODUCTION**

- 1.1 This Appendix sets forth the terms and conditions under which the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) provides pricing below and divided into the following five categories: Unbundled Network Elements, Resale, Other (Resale), Other and Reciprocal Compensation. These categories are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this agreement.
- 1.2 SBC Communications Inc. (SBC) means the holding company which owns the following ILECs: Illinois Bell Telephone Company, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company, Nevada Bell, The Ohio Bell Telephone Company, Pacific Bell Telephone Company, The Southern New England Telephone Company, Southwestern Bell Telephone Company and/or Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin.
- 1.3 **SWBT-OK** -As used herein, **SWBT-OK** means the applicable above listed ILEC doing business in Oklahoma.
- 1.4 For any rate element and/or charge contained in or referenced to in this Appendix Pricing that are not listed herein, including Bona Fide Requests (BFR), **SWBT-OK** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in the Appendix Pricing:
- | <u>Rate Zone:</u> | <u>Description:</u> |
|-------------------|--|
| Zone A | The geographic area within each of the SWBT-OK exchanges which are classified as Rate Group 1, 2, or 3 exchanges in SWBT-OK 's Local Exchange Tariff |
| Zone B | The geographic area within each of the SWBT-OK exchanges which are classified as Rate Group 4 or 5 exchanges in SWBT-OK 's Local Exchange Tariff |
| Zone C | The geographic area within each of the SWBT-OK exchanges which are classified as Rate Group 6 or 7 exchanges in SWBT-OK 's Local Exchange Tariff |
- 1.6 For modifications of **SWBT-OK**'s plant facilities see the BFR process to satisfy the CLEC request.

2. RECURRING CHARGES

- 2.1 Unless otherwise identified in the Pricing Tables, where rates are shown as monthly, a month will be defined as a calendar month. The minimum term for each monthly rated Unbundled Network Element (UNE), Resale, Other (Resale), Other and Reciprocal Compensation elements will be one (1) month. After the initial month, billing will be on the basis of whole or fractional months used. The minimum service period for UNEs provided under the BFR process set forth in Appendix UNE of this Agreement may be longer.
- 2.2 Where rates (excluding Resale) are based on minutes of use, usage will be accumulated at the End Office Switch or other measurement point without any per call rounding and total minutes by End Office Switch or other measurement point will then be rounded to the next higher minute. CLEC shall pay for all usage on such calls including those that are not completed due to “busy” or “don't answer” status.
- 2.3 Where rates are distance sensitive, the mileage will be calculated on the airline distance involved between the locations. To determine the rate to be billed **SWBT-OK** will first compute the mileage using the V&H coordinates method, as set forth in the National Exchange Carrier Association, Inc. Tariff FCC No 4. When the calculation results in a fraction of a mile, **SWBT-OK** will round up to the next whole mile before determining the mileage and applying rates.
- 2.4 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “recurring charges”.

3. NON-RECURRING CHARGES

- 3.1 Nonrecurring Charges are applicable for all five (5) categories of rates.
- 3.2 Consistent with FCC Rule 51.307(d), there are non-recurring charges for each UNE on the first connection on an CLEC order as well as separate non-recurring charges for each additional connection associated with the same CLEC order at the same CLEC specified premises.
- 3.3 For Resale, when a CLEC converts an End User currently receiving non-complex service from the **SWBT-OK** network, without any changes to **SWBT-OK**'s network, the normal service order charges and/or nonrecurring charges associated with said additions and/or changes will apply.
- 3.4 CLEC shall pay a non-recurring charge when a CLEC adds or removes a signaling point code. The rates and charges for signaling point code(s) are identified in the Appendix SS7. This charge also applies to point code information provided by

CLEC allowing other Telecommunications Carriers to use CLEC's SS7 signaling network.

- 3.5 CLEC shall pay a service order processing charge (Service Order Charge) for each service order issued by **SWBT-OK** to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs.
- 3.6 Some items, which must be individually charged, are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in FCC Tariff 73.

4. **UNBUNDLED LOCAL SWITCHING (ULS)**

- 4.1 Unbundled Local Switching (ULS) may include two usage sensitive components: originating usage (ULS-O) and terminating usage (ULS-T). ULS-O represents the use of the unbundled Local Switching element to originate Local Calls. ULS-T represents the use of the unbundled Local Switching element to terminate Local Calls.
- 4.2 Rate Structure for ULS
 - 4.2.1 Intra Switch Calls - calls originating and terminating in the same switch i.e., the same 11 digit Common Language Location Identifier (CLLI) end office:
 - 4.2.1.1 CLEC will pay ULS-O and SS7 signaling for a call originating from an CLEC ULS line or trunk port that terminates to a **SWBT-OK** End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
 - 4.2.1.2 CLEC will pay ULS-O and SS7 signaling charges for a centrex-like ULS intercom call in which CLEC's user dials from one centrex-like station to another centrex-like station in the same common block defined system.
 - 4.2.1.3 **SWBT-OK** will not bill ULS-T for Intra switch calls.
 - 4.2.2 Inter Switch Calls - calls not originating and terminating in the same switch i.e., not the same 11 digit Common Language Location Identifier (CLLI) end office:

4.3 General Principles for Inter Switch Calls

4.3.1 Local Calls

4.3.1.1 When a call originates from an CLEC ULS Port, CLEC will pay ULS-O and SS7 signaling charges. If the call routes over **SWBT-OK**'s common network, CLEC will pay charges for Common Transport as reflected in Appendix Pricing. CLEC will also pay Tandem Switching charges where applicable as reflected in Appendix Pricing.

4.3.1.2 The Parties agree that, for calls originated over unbundled local switching and routed over common transport, **SWBT-OK** will not be required to record and will not bill actual tandem switching usage. Rather, CLEC will pay the rate shown on Appendix Pricing labeled "Blended Transport," for each minute of use of unbundled common transport, whether or not the call actually traverses the Tandem Office Switch.

4.3.1.3 When a call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges.

4.3.2 IntraLATA and InterLATA Toll Calls

4.3.2.1 With the implementation of intraLATA Dialing Parity, intraLATA toll calls from CLEC ULS Ports will be routed to the End User intraLATA Primary Interexchange Carrier (PIC) choice. When an interLATA toll call is initiated from an ULS port it will be routed to the End User interLATA PIC choice.

4.3.2.2 CLEC may provide exchange access transport services to Interexchange Carriers (IXCs) for intraLATA traffic originated by or terminating to CLEC local service End Users, upon request, using UNEs. For interLATA toll calls and intraLATA toll calls (post Dialing Parity) that are originated by local End Users using **SWBT-OK** unbundled local switching, CLEC may offer to deliver the calls to the PIC at the **SWBT-OK** access Tandem Office Switch, with CLEC using unbundled common transport and Tandem Office Switching to transport the call from the originating unbundled local switch to the PIC's interconnection at the access Tandem Office Switch. When the PIC agrees to take delivery of toll calls under this arrangement, then CLEC will pay **SWBT-OK** ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. **SWBT-OK** will not

bill any access charges to the PIC under this arrangement. CLEC may use this arrangement to provide exchange access services to itself when it is the PIC for toll calls originated by CLEC local End Users using **SWBT-O** unbundled local switching.

4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by **SWBT-OK** to deliver interLATA toll calls or intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using **SWBT-OK** unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. **SWBT-OK** will not bill the PIC any originating switching access charges in connection with such calls.

4.3.2.4 When an IntraLATA or InterLATA toll call terminates to an CLEC ULS Port, CLEC will pay ULS-T charges and **SWBT-OK** will not charge terminating access to CLEC or the IXC except that **SWBT-OK** may bill the IXC for terminating transport in cases where the IXC has chosen **SWBT-OK** as its transport provider.

4.3.3 Toll Free Calls

4.3.3.1 When CLEC uses ULS Ports to initiate an 800-type call, **SWBT-OK** will perform the appropriate database query and route the call to the indicated IXC. CLEC will pay the 800 database query charge and ULS-O charge. CLEC will be responsible for any billing to the IXC for such calls.

4.3.4 Optional Two-way Extended Area Service (EAS)

4.3.4.1 When the NXX of the telephone number provided to CLEC is one associated with an optional EAS arrangement, CLEC shall pay a flat-rated monthly port additive for the optional EAS toll package(s) inherent in the telephone number.

5. BILLING

5.1 For information regarding billing, non-payment, disconnects and dispute resolution, see the General Terms and Conditions of this Agreement.

6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 6.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element. Without limiting the general applicability of the foregoing, the following terms and conditions of the General Terms and Conditions are specifically agreed by the Parties to be legitimately related to, and to be applicable to, each interconnection, service and network element provided hereunder: definitions, interpretation, construction and severability; notice of changes; general responsibilities of the Parties; effective date, term and termination; fraud; deposits; billing and payment of charges; non-payment and procedures for disconnection; dispute resolution; audits; disclaimer of representations and warranties; limitation of liability; indemnification; remedies; intellectual property; publicity and use of trademarks or service marks; no license; confidentiality; intervening law; governing law; regulatory approval; changes in End User local exchange service provider selection; compliance and certification; law enforcement; no third party beneficiaries; disclaimer of agency; relationship of the Parties/independent contractor; subcontracting; assignment; responsibility for environmental contamination; force majeure; taxes; non-waiver; network maintenance and management; signaling; transmission of traffic to third parties; customer inquiries; expenses; conflicts of interest; survival; scope of agreement; amendments and modifications; and entire agreement.

TBD-To be determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-OK/OMNIPLEX COMMUNICATIONS

OKLAHOMA	SWBT RECURRING		SWBT NON-REC.	
	Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS				
Network Interface Device (NID)				
Disconnect Loop from inside wiring, per NID	NA		\$ 46.15	\$ 23.08
Unbundled Loops				
2-Wire Analog - Rural (Zone 1)	\$ 35.00		\$ 37.50	\$ 15.65
2-Wire Analog - Suburban (Zone 2)	\$ 18.00		\$ 37.50	\$ 15.65
2-Wire Analog - Metro (Zone 3)	\$ 13.00		\$ 37.50	\$ 15.65
Conditioning for dB Loss	\$ 7.81		\$ 33.97	\$ 12.65
4-Wire Analog - Rural (Zone 1)	\$ 72.37		\$ 37.50	\$ 15.65
4-Wire Analog - Suburban (Zone 2)	\$ 40.52		\$ 37.50	\$ 15.65
4-Wire Analog - Metro (Zone 3)	\$ 30.39		\$ 37.50	\$ 15.65
2-Wire Digital - Rural (Zone 1)	\$ 72.87		\$ 93.24	\$ 48.88
2-Wire Digital - Suburban (Zone 2)	\$ 47.60		\$ 93.24	\$ 48.88
2-Wire Digital - Metro (Zone 3)	\$ 41.14		\$ 93.24	\$ 48.88
4-Wire Digital - Rural (Zone 1)	\$ 166.57		\$ 220.25	\$ 86.81
4-Wire Digital - Suburban (Zone 2)	\$ 142.87		\$ 220.25	\$ 86.81
4-Wire Digital - Metro (Zone 3)	\$ 134.61		\$ 220.25	\$ 86.81
DSL Capable Loops:				
PSD Class #1 Capable Loop				
a. 2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology				
Zone 1- Rural	\$ 72.87		\$ 93.24	\$ 48.88
Zone 2- Suburban	\$ 47.60		\$ 93.24	\$ 48.88
Zone 3- Metro	\$ 41.14		\$ 93.24	\$ 48.88
b. 2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")				
Zone 1- Rural	\$ 35.00		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 18.00		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 13.00		\$ 37.50	\$ 15.65
b. 2-Wire (copper only facilities) "Symmetric Digital Subscriber Line" ("SDSL")				
Zone 1- Rural	\$ 35.00		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 18.00		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 13.00		\$ 37.50	\$ 15.65
PSD Class #3 Capable Loop				
a. 2-Wire Mid-band Symmetric Technology				
Zone 1- Rural	\$ 35.00		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 18.00		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 13.00		\$ 37.50	\$ 15.65
b. 4-Wire Mid-band Symmetric Technology				
Zone 1- Rural	\$ 72.37		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 40.52		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 30.39		\$ 37.50	\$ 15.65
PSD Class #4 Capable Loop				
Zone 1- Rural	\$ 35.00		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 18.00		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 13.00		\$ 37.50	\$ 15.65
PSD Class #5 2-Wire Capable Loop - Asymmetrical Digital Subscriber Line Technology				
Zone 1- Rural	\$ 35.00		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 18.00		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 13.00		\$ 37.50	\$ 15.65
PSD Class #7 2-Wire Capable Loop				
Zone 1- Rural	\$ 35.00		\$ 37.50	\$ 15.65
Zone 2- Suburban	\$ 18.00		\$ 37.50	\$ 15.65
Zone 3- Metro	\$ 13.00		\$ 37.50	\$ 15.65
Loop Qualification Process	NA		\$ 20.00	NA
DSL Conditioning Options				
Removal of Repeaters	NA		\$ 392.90	TBD
Removal of Bridged Taps and Repeaters	NA		TBD	TBD
Removal of Bridged Taps	NA		\$ 661.65	TBD
Removal of Bridged Taps and Load Coils	NA		TBD	TBD
Removal of Load Coils	NA		\$ 1,079.20	TBD
Conditioning for loops over 17,500 ft	NA		ICB	ICB

TBD-To be determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-OK/OMNIPLEX COMMUNICATIONS

OKLAHOMA		SWBT RECURRING		SWBT NON-REC.	
Loop Cross Connects					
Analog Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 62.04	\$ 48.22
	2-wire cross connect (Without Testing)	\$ 2.10		\$ 62.04	\$ 48.22
	4-wire cross connect	\$ 4.17		\$ 71.56	\$ 58.54
	4-wire cross connect (Without Testing)	\$ 4.17		\$ 71.56	\$ 58.54
Digital Loop to Collocation					
	2-wire cross connect	\$ 2.10		\$ 62.04	\$ 48.22
	2-wire cross connect (Without Testing)	\$ 2.10		\$ 62.04	\$ 48.22
	4-wire cross connect	\$ 8.90		\$ 101.70	\$ 67.27
	ADSL Shielded Cross connect to Collocation	\$ 2.10		\$ 62.04	\$ 48.22
	2-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 2.10		\$ 62.04	\$ 48.22
	4-Wire DSL Non-Shielded Cross Connect to Collocation	\$ 4.17		\$ 71.56	\$ 58.54
Cross Connects to Point of Access (POA)					
Analog Loop to POA					
	2-Wire - Mth 1	\$ 1.30		\$ 93.15	\$ 72.40
	2-Wire - Mth 2,3,4	\$ 1.30		\$ 93.15	\$ 72.40
	2-Wire - Mth 5	\$ 0.90		\$ 93.15	\$ 72.40
	4-Wire - Mth 1	\$ 1.75		\$ 107.45	\$ 87.90
	4-Wire - Mth 2,3,4	\$ 1.75		\$ 107.45	\$ 87.90
	4-Wire - Mth 5	\$ 1.35		\$ 107.45	\$ 87.90
Digital Loop to Point of Access					
	2-Wire - Mth 1	\$ 1.30		\$ 93.15	\$ 72.40
	2-Wire - Mth 2,3,4	\$ 1.30		\$ 93.15	\$ 72.40
	2-Wire - Mth 5	\$ 0.90		\$ 93.15	\$ 72.40
	4-Wire - Mth 1	\$ 1.75		\$ 152.70	\$ 101.00
	4-Wire - Mth 2,3,4	\$ 1.75		\$ 152.70	\$ 101.00
	4-Wire - Mth 5	\$ 1.35		\$ 152.70	\$ 101.00
Switch Ports to Point of Access					
	Analog Line Port - Mth 1	\$ 1.30		\$ 70.70	\$ 55.70
	Analog Line Port - Mth 2,3,4	\$ 1.30		\$ 70.70	\$ 55.70
	Analog Line Port - Mth 5	\$ 0.90		\$ 70.70	\$ 55.70
	ISDN BRI Line Port - Mth 1	\$ 1.30		\$ 80.45	\$ 66.40
	ISDN BRI Line Port - Mth 2,3,4	\$ 1.30		\$ 80.45	\$ 66.40
	ISDN BRI Line Port - Mth 5	\$ 0.90		\$ 80.45	\$ 66.40
	ISDN PRI Trunk Port - Mth 1	\$ 1.75		\$ 128.80	\$ 114.75
	ISDN PRI Trunk Port - Mth 2,3,4	\$ 1.75		\$ 128.80	\$ 114.75
	ISDN PRI Trunk Port - Mth 5	\$ 1.35		\$ 128.80	\$ 114.75
	Analog DID Trunk Port - Mth 1	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	Analog DID Trunk Port - Mth 5	TBD		TBD	TBD
	DS1 Trunk Port - Mth 1	TBD		TBD	TBD
	DS1 Trunk Port - Mth 2,3,4	TBD		TBD	TBD
	DS1 Trunk Port - Mth 5	TBD		TBD	TBD
Unbundled Dedicated Transport to Point of Access					
	DS1 - Mth 1	\$ 14.20		\$ 152.70	\$ 101.00
	DS1 - Mth 2,3,4	\$ 14.20		\$ 152.70	\$ 101.00
	DS1 - Mth 5	\$ 13.75		\$ 152.70	\$ 101.00
	DS3 - Mth 1	ICB		ICB	ICB
	DS3 - Mth 2,3,4	ICB		ICB	ICB
	DS3 - Mth 5	ICB		ICB	ICB
	OC3 - Mth 1	ICB		ICB	ICB
	OC3 - Mth 2,3,4	ICB		ICB	ICB
	OC3 - Mth 5	ICB		ICB	ICB
	OC12 - Mth 1	ICB		ICB	ICB
	OC12 - Mth 2,3,4	ICB		ICB	ICB
	OC12 - Mth 5	ICB		ICB	ICB
	OC48 - Mth 1	ICB		ICB	ICB
	OC48 - Mth 2,3,4	ICB		ICB	ICB
	OC48 - Mth 5	ICB		ICB	ICB
Local Switching		USAGE			
	Per Originating or Terminating MOU (Rural - Zone 1)	\$ 0.003800		NA	NA
	(Suburban - Zone 2)	\$ 0.002516		NA	NA
	(Metro - Zone 3)	\$ 0.002268		NA	NA
Customized Routing		ICB		ICB	ICB

TBD-To be determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
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APPENDIX PRICING
 SWBT-QK/OMNIPLEX COMMUNICATIONS

OKLAHOMA		SWBT RECURRING		SWBT NON-REC.	
Port Charge Per Month					
	Analog Line Port (Rural - Zone 1)	\$ 2.58		\$ 1.20	\$ 1.20
	Analog Line Port (Suburban - Zone 2)	\$ 2.21		\$ 1.20	\$ 1.20
	Analog Line Port (Metro - Zone 3)	\$ 2.18		\$ 1.20	\$ 1.20
	Analog DID Trunk Port	\$ 13.74		\$ 114.89	\$ 114.89
	ISDN BRI Port	\$ 5.70		\$ -	\$ -
	ISDN PRI Port	\$ 181.83		\$ 281.70	\$ 261.70
	DS1 Trunk Port	\$ 112.56		\$ 295.57	\$ 218.71
	Optional Calling Area (Two-Way EAS) Additive	NA		NA	NA
Switch Port Cross Connects					
	Analog Line Port to Collocation	\$ 0.30		\$ 47.09	\$ 37.10
	Analog DID Trunk Port to Collocation	\$ 0.30		\$ 53.58	\$ 44.22
	ISDN BRI Port to Collocation	\$ 0.30		\$ 53.58	\$ 44.22
	ISDN PRI Port to Collocation	\$ 8.90		\$ 85.78	\$ 76.42
	DS1 Trunk Port to Collocation	\$ 8.90		\$ 85.78	\$ 76.42
Tandem Switching					
	per Minute Of Use	\$ 0.000956		NA	NA
Common Transport		USAGE			
	Termination per Minute of Use (Rural - Zone 1)	\$ 0.000499		NA	NA
	(Suburban - Zone 2)	\$ 0.000282		NA	NA
	(Metro - Zone 3)	\$ 0.000268		NA	NA
	(Interzone)	\$ 0.000147		NA	NA
	Facility per Minute, per Mile (Rural - Zone 1)	\$ 0.000027		NA	NA
	(Suburban - Zone 2)	\$ 0.000049		NA	NA
	(Metro - Zone 3)	\$ 0.000008		NA	NA
	(Interzone)	\$ 0.000002		NA	NA
	Blended Transport (Rural - Zone 1)	\$ 0.000972		NA	NA
	(Suburban - Zone 2)	\$ 0.000909		NA	NA
	(Metro - Zone 3)	\$ 0.000807		NA	NA
Dedicated Transport					
	Entrance Facility:				
	DS1 (Rural - Zone 1)	\$ 119.19		\$ 285.81	\$ 112.75
	(Suburban - Zone 2)	\$ 101.29		\$ 285.81	\$ 112.75
	(Metro - Zone 3)	\$ 94.82		\$ 285.81	\$ 112.75
	DS3 (Rural - Zone 1)	\$ 1,296.54		\$ 366.40	\$ 162.77
	(Suburban - Zone 2)	\$ 1,283.34		\$ 366.40	\$ 162.77
	(Metro - Zone 3)	\$ 1,275.67		\$ 366.40	\$ 162.77
	Interoffice Transport:				
	DS1 First Mile (Rural - Zone 1)	\$ 148.99		\$ 301.93	\$ 179.82
	(Suburban - Zone 2)	\$ 92.19		\$ 301.93	\$ 179.82
	(Metro - Zone 3)	\$ 78.09		\$ 301.93	\$ 179.82
	(Interzone)	\$ 140.40		\$ 301.93	\$ 179.82
	Each Additional Mile (Rural - Zone 1)	\$ 7.68			
	(Suburban - Zone 2)	\$ 14.17			
	(Metro - Zone 3)	\$ 2.24			
	(Interzone)	\$ 2.99			
	DS3 First Mile (Rural - Zone 1)	\$ 2,007.79		\$ 336.40	\$ 218.88
	(Suburban - Zone 2)	\$ 1,223.73		\$ 336.40	\$ 218.88
	(Metro - Zone 3)	\$ 822.78		\$ 336.40	\$ 218.88
	(Interzone)	\$ 1,696.31		\$ 336.40	\$ 218.88
	Each Additional Mile (Rural - Zone 1)	\$ 160.14			
	(Suburban - Zone 2)	\$ 274.35			
	(Metro - Zone 3)	\$ 58.67			
	(Interzone)	\$ 58.13			
	OC3 First Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
	OC12 First Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB

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SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
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OKLAHOMA		SWBT RECURRING		SWBT NON-REC.	
OC48	First Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
	Each Additional Mile (Rural - Zone 1)	ICB		ICB	ICB
	(Suburban - Zone 2)	ICB		ICB	ICB
	(Metro - Zone 3)	ICB		ICB	ICB
Multiplexing					
	DS1 to Voice Grade	\$ 182.83		\$ 178.12	\$ 105.56
	DS3 to DS1	\$ 632.51		\$ 895.90	\$ 522.41
Network Reconfiguration Service					
Dedicated Transport Cross Connect to Collocation and/or other rate elements of a single dedicated transport circuit.					
	DS1 to Collocation	\$ 8.90		\$ 101.70	\$ 67.27
	DS3 to Collocation	\$ 29.16		\$ 107.23	\$ 72.83
	OC3 to Collocation	ICB		ICB	ICB
	OC12 to Collocation	ICB		ICB	ICB
	OC48 to Collocation	ICB		ICB	ICB
Digital Cross-Connect System					
	DCS Port Charge				
	DS1	\$ 27.93		\$ 62.17	NA
	DS3	\$ 278.00		\$ 62.17	NA
	DCS Establishment Charge	NA		\$ 1,655.91	NA
	Database Modification Charge	NA		\$ 75.62	NA
	Reconfiguration Charge	NA		\$ 0.07	NA
Line Information Database - LIDB		USAGE			
	Validation Query (Includes SMS & Sleuth)	\$ 0.005675	(per query)	NA	NA
	OLNS Query (Includes SMS)	\$ 0.005500	(per query)	NA	NA
	CNAM Query (Includes SMS)	\$ 0.000451	(per query)	NA	NA
	Query Transport (Applies to Validation, OLNS, & CNAM)	\$ 0.000119	(per query)	NA	NA
	Service Order Charge	NA		\$ 205.43	NA
	Per Originating Point Code	NA		\$ 40.33	NA
800 Database		USAGE			
	Toll Free Database Query	\$ 0.000280		NA	NA
	Call Handling and Destination	\$ 0.000044		NA	NA
SS7					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0	\$ 55.70		\$ 177.36	\$ 155.28
	STP to Collocators Cage- DS1	\$ 40.26		\$ 155.94	\$ 133.87
	STP to SWBT MDF - DS0	\$ 55.70		\$ 177.36	\$ 155.28
	STP to SWBT DSX Frame-DS1	\$ 40.26		\$ 155.94	\$ 133.87
SS7 Links					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	\$ 100.16	fixed +		
		\$ 0.91	per mile		
	STP Port	\$ 572.32		\$ 304.66	NA
SS7 Signalling		USAGE			
	SS7 Signalling - per call	\$ 0.000267			
	STP Trunk Signalling aka SS7 Transport Rate - per octet	\$ 0.00000139			
	Point Code Addition			\$ 40.33	NA
	Global Title Translation Addition	ICB		ICB	ICB
Service Order Charges - Unbundled Elements					
Manually Processed				Simple	Complex
	New Service	NA		\$ 47.95	\$ 196.00
	Change	NA		\$ 46.22	\$ 108.96
	Record	NA		\$ 28.64	\$ 91.31
	Disconnect	NA		\$ 23.98	\$ 52.41
	Suspend/Restore	NA		\$ 28.64	\$ 91.31
	Expedited	NA		\$ 46.22	\$ 108.96
	Electronically Processed	NA		\$ 3.33	NA
Maintenance of Service Charges				First Half-Hour	Add'l Half-Hour
	Basic Time	NA		\$ 49.48	\$ 23.78
	Overtime	NA		\$ 62.10	\$ 30.10
	Premium Time	NA		\$ 74.73	\$ 36.40

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SOUTHWESTERN BELL TELEPHONE COMPANY
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APPENDIX PRICING
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OKLAHOMA	SWBT RECURRING	SWBT NON-REC.
Time and Material Charges		
Basic Time	NA	\$ 49.48 \$ 23.78
Overtime	NA	\$ 62.10 \$ 30.10
Premium Time	NA	\$ 74.73 \$ 36.40
Non-Productive Dispatch		
Basic Time	NA	\$ 49.48 \$ 23.78
Overtime	NA	\$ 62.10 \$ 30.10
Premium Time	NA	\$ 74.73 \$ 36.40
Unbundled Switch Port - Vertical Features		
Analog Line Port Features (per feature per port):		
Call Waiting	NA	\$ 1.83 NA
Call Forwarding Variable	NA	\$ 1.83 NA
Call Forwarding Busy Line	NA	\$ 1.83 NA
Call Forwarding Don't Answer	NA	\$ 1.83 NA
Three-Way Calling	NA	\$ 1.83 NA
Speed Calling - 8	NA	\$ 1.83 NA
Speed Calling - 30	NA	\$ 1.83 NA
Auto Callback/Auto Redial	NA	\$ 1.83 NA
Distinctive Ring/Priority Call	NA	\$ 1.83 NA
Selective Call Rejection/Call Blocker	NA	\$ 1.83 NA
Auto Recall/Call Return	NA	\$ 1.83 NA
Selective Call Forwarding	NA	\$ 1.83 NA
Calling Number Delivery	NA	\$ 1.83 NA
Calling Name Delivery	NA	\$ 1.83 NA
Calling Number/Name Blocking	NA	\$ 1.83 NA
Anonymous Call Rejection (to date only available in Texas)	NA	NA NA
Remote Access to Call Forwarding (RACF)	NA	\$ 1.83 NA
Analog Line Port Features		
Personalized Ring (per arrangement per port):	NA	\$ 4.36 NA
Hunting Arrangement (per arrangement):	NA	\$ 22.08 NA
Usage Sensitive Analog Line Port Features:		
Call Trace per feature per port	NA	\$ 1.83 NA
Call Trace per successful occurrence per port	NA	\$ 4.53 NA
ISDN BRI Port Features (per B Channel, unless noted)		
CSV/CSD per ISDN BRI port (required/provided)	NA	\$ 13.15 NA
Basic Electronic Key Terminal Service (EKTS)	NA	\$ 13.15 NA
Basic EKTS provides:		
Bridged Call Exclusion		
Bridging		
Call Forwarding Don't Answer		
Call Forwarding Interface Busy		
Call Forwarding Variable		
Message Waiting Indicator		
Speed Call (Long)		
Speed Call (Short)		
Three-way Conference Calling		
Call Appearance Call Handling (CACH) EKTS	NA	\$ 16.12 NA
CACH EKTS includes:		
Additional Call Offering (inherent)		
Bridged Call Exclusion		
Bridging		
Call Forwarding Don't Answer		
Call Forwarding Interface Busy		
Call Forwarding Variable		
Intercom		
Key System Coverage for Analog Lines		
Message Waiting Indicator		
Speed Call (Long)		
Speed Call (Short)		
Three-way Conference Calling		
Basic individual features:		
Additional Call Offering	NA	\$ 4.26 NA
Call Forwarding Don't Answer	NA	\$ 4.26 NA
Call Forwarding Interface Busy	NA	\$ 4.26 NA
Call Forwarding Variable	NA	\$ 4.26 NA

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 Rates
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OKLAHOMA	SWBT RECURRING	SWBT NON-REC.
Calling Number Delivery	NA	\$ 4.26 NA
Hunt Group for CSD	NA	\$ 4.26 NA
Hunt Group for CSV	NA	\$ 4.26 NA
Message Waiting Indicator	NA	\$ 4.26 NA
Secondary Only Telephone Number	NA	\$ 4.26 NA
Three Way Conference Calling	NA	\$ 4.26 NA
ISDN PRI Port Features		
Backup D Channel	NA	\$ 43.46 NA
Calling Number Delivery	NA	\$ 1.83 NA
Dynamic Channel Allocation	NA	\$ 8.76 NA
DID #s - see Analog DID Trunk Port Features		
Analog Trunk Port Features (per feature per port)		
DID #s - Initial 100 #s	NA	\$ 123.98 NA
Initial 10 #s	NA	\$ 120.15 NA
Subsequent Add or Remove 100 #s	NA	NA \$ 9.22
Subsequent Add or Remove 10 #s	NA	NA \$ 6.29
DS1 Digital Trunk Port Features (per feature per port)		
DID #s - see Analog DID Trunk Port Features		
Unbundled Centrex System Options		
System Initial Establishment per Serving Office - Analog Only	NA	\$ 617.05 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA	\$ 617.05 NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA	\$ 204.23 NA
System Subsequent Change per Serving Office - Analog only system	NA	NA \$ 93.37
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA	NA \$ 133.87
System Subsequent Change per Serving Office - ISDN BRI only system	NA	NA \$ 133.87
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only sy	NA	NA \$ 473.13
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only sy	NA	NA \$ 133.87
Analog Line Port (ALP) Features for Unbundled Centrex		
Standard feature initialization per Analog Line Port	NA	\$ 3.56 NA
Individual Features (per feature per port):		
Automatic Callback Calling/Business Group Callback	NA	\$ 4.26 NA
Call Forwarding Variable/Business Group Call Forwarding Variable	NA	\$ 4.26 NA
Call Forwarding Busy Line	NA	\$ 4.26 NA
Call Forwarding Don't Answer	NA	\$ 4.26 NA
Call Hold	NA	\$ 4.26 NA
Call Pickup	NA	\$ 4.26 NA
Call Transfer - All Calls	NA	\$ 4.26 NA
Call Waiting - Intragroup/Business Group Call Waiting	NA	\$ 4.26 NA
Call Waiting - Originating	NA	\$ 4.26 NA
Call Waiting - Terminating	NA	\$ 4.26 NA
Class of Service Restriction - Fully Restricted	NA	\$ 4.26 NA
Class of Service Restriction - Semi Restricted	NA	\$ 4.26 NA
Class of Service Restriction - Toll Restricted	NA	\$ 4.26 NA
Consultation Hold	NA	\$ 4.26 NA
Dial Call Waiting	NA	\$ 4.26 NA
Directed Call Pickup - Non Barge In	NA	\$ 4.26 NA
Directed Call Pickup - With Barge In	NA	\$ 4.26 NA
Distinctive Ringing and Call Waiting Tone	NA	\$ 4.26 NA
Hunting Arrangement - Basic	NA	\$ 4.26 NA
Hunting Arrangement - Circular	NA	\$ 4.26 NA
Speed Calling Personal (short list)	NA	\$ 4.26 NA
Three Way Calling	NA	\$ 4.26 NA
ISDN BRI Port Features for Unbundled Centrex		
Circuit Switched Voice (CSV) per ISDN BRI Port	NA	\$ 13.15 NA
Circuit Switched Data (CSD) per ISDN BRI Port	NA	\$ 13.15 NA
Standard feature initialization per ISDN BRI Device		\$ 3.56 NA
Individual features (per feature per B Channel)		
Additional Call Offering for CSV	NA	\$ 4.26 NA
Automatic Callback Calling	NA	\$ 4.26 NA
Call Forwarding Busy Line	NA	\$ 4.26 NA
Call Forwarding Don't Answer	NA	\$ 4.26 NA
Call Forwarding Variable	NA	\$ 4.26 NA
Call Hold	NA	\$ 4.26 NA

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 ICB-Individual Case Basis
 NA-Not applicable

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 OKLAHOMA
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 SWBT-QK/OMNIPLEX COMMUNICATIONS

OKLAHOMA		SWBT RECURRING		SWBT NON-REC.	
Call Pickup		NA		\$ 4.26	NA
Call Transfer - All Calls		NA		\$ 4.26	NA
Class of Service Restriction - Fully Restricted		NA		\$ 4.26	NA
Class of Service Restriction - Semi Restricted		NA		\$ 4.26	NA
Class of Service Restriction - Toll Restricted		NA		\$ 4.26	NA
Consultation Hold		NA		\$ 4.26	NA
Dial Call Waiting		NA		\$ 4.26	NA
Directed Call Pickup - Non Barge In		NA		\$ 4.26	NA
Directed Call Pickup - With Barge In		NA		\$ 4.26	NA
Distinctive Ringing		NA		\$ 4.26	NA
Hunting Arrangement - Basic		NA		\$ 4.26	NA
Hunting Arrangement - Circular		NA		\$ 4.26	NA
Speed Calling Personal (short list)		NA		\$ 4.26	NA
Three Way Calling		NA		\$ 4.26	NA
RESALE					
		RESALE DISCOUNTS			
BUSINESS		RECURRING	NON-RECURRING		
LOCAL EXCHANGE SERVICE					
Business 1 Party		19.80%	19.80%		
Business - Multi-Line Hunting		19.80%	19.80%		
EXPANDED LOCAL CALLING					
Expanded Local Calling (Mandatory)		19.80%	19.80%		
Mandatory Extended Area Calling Service (EACS)- 1 Party		19.80%	19.80%		
Mandatory EACS - Hotel/Motel Measured Trunk		19.80%	19.80%		
Mandatory EACS - Multi-Line Hunting		19.80%	19.80%		
Mandatory EACS - PBX Trunk		19.80%	19.80%		
VERTICAL SERVICES					
Auto Redial		19.80%	19.80%		
Call Blocker		19.80%	19.80%		
Call Forwarding		19.80%	19.80%		
Call Forwarding - Busy Line		19.80%	19.80%		
Call Forwarding - Busy Line/Don't Answer		19.80%	19.80%		
Call Forwarding - Don't Answer		19.80%	19.80%		
Call Return		19.80%	19.80%		
Call Trace		19.80%	19.80%		
Call Waiting		19.80%	19.80%		
Calling Name		19.80%	19.80%		
Calling Number		19.80%	19.80%		
ComCall®		19.80%	19.80%		
Personalized Ring (1 dependent number)		19.80%	19.80%		
Personalized Ring (2 dependent numbers - 1st number)		19.80%	19.80%		
Personalized Ring (2 dependent numbers - 2nd number)		19.80%	19.80%		
Priority Call		19.80%	19.80%		
Remote Access to Call Forwarding		19.80%	19.80%		
Selective Call Forwarding		19.80%	19.80%		
Simultaneous Call Forwarding		19.80%	19.80%		
Speed Calling 8		19.80%	19.80%		
Speed Calling 30		19.80%	19.80%		
Three Way Calling		19.80%	19.80%		
DID					
DID (First Block of 100 - Category 1)		19.80%	19.80%		
DID (First Block of 10 - Category 1)		19.80%	19.80%		
DID (Ea. adj. block of 10 after first 10 - Category 1)		19.80%	19.80%		
DID (Ea. adj. block of 100 after first 100 - Category 2)		19.80%	19.80%		
DID (Ea. adj. block of 10 assigned over 1st 100 - Category 2)		19.80%	19.80%		
DID (with Multifrequency)		19.80%	19.80%		
DID (with Dual-Tone Multifrequency)		19.80%	19.80%		
DID (1st 10 Trunks or access lines)		19.80%	19.80%		
DID (11th thru 50th trunk or network access line)		19.80%	19.80%		
DID (51st trunk or network access line)		19.80%	19.80%		
TRUNKS					
Analog Trunks		19.80%	19.80%		
Digital Trunks		19.80%	19.80%		
AIN					
Area Wide Networking		19.80%	19.80%		
Caller Intelligence®		19.80%	19.80%		
Disaster Routing Service		19.80%	19.80%		

TBD-To be determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-OK/OMNIPLEX COMMUNICATIONS

OKLAHOMA		SWBT RECURRING		SWBT NON-REC.
	Intelligent Redirection	19.80%	19.80%	
	Positive ID	19.80%	19.80%	
	OTHER			
	Bundled Telecommunications Services (e.g., the Works)	19.80%	19.80%	
	Busy Out Arrangements	19.80%	19.80%	
	Customer Alerting Enablement	19.80%	19.80%	
	Grandfathered Services	19.80%	19.80%	
	Hot Line	19.80%	19.80%	
	Hunting	19.80%	19.80%	
	Local Operator Assistance Service	19.80%	19.80%	
	Night Number associated with Telephone Number	19.80%	19.80%	
	Night Number associated with a Terminal	19.80%	19.80%	
	Promotions (Greater than 90 days)	19.80%	19.80%	
	Preferred Number Service	19.80%	19.80%	
	Telebranch®	19.80%	19.80%	
	TouchTone	19.80%	19.80%	
	Voice Dial	19.80%	19.80%	
	Warm Line	19.80%	19.80%	
	ISDN			
	Circuit Switched Video/Circuit Switched Data	19.80%	19.80%	
	Select Video Plus®	19.80%	19.80%	
	Smart Trunking	19.80%	19.80%	
	TOLL			
	IntraLATA MTS	19.80%	19.80%	
	MaxiMizer 800®	19.80%	19.80%	
	OutWATS	19.80%	19.80%	
	800 Service	19.80%	19.80%	
	OPTIONAL TOLL CALLING PLANS			
	1+SAVER™	19.80%	19.80%	
	1+SAVER Direct™	19.80%	19.80%	
	Circle Saver	19.80%	19.80%	
	Corridor Optional Saver	19.80%	19.80%	
	Extended Community Saver	19.80%	19.80%	
	PLEXAR®			
	Plexar 1®	19.80%	19.80%	
	Plexar 1K®	19.80%	19.80%	
	PRIVATE LINE			
	Analog Private Lines	19.80%	19.80%	
	Automated Distribution Services	19.80%	19.80%	
	Digital Loop Service	19.80%	19.80%	
	Foreign Exchange Service	19.80%	19.80%	
	Foreign Serving Office	19.80%	19.80%	
	Frame Relay	19.80%	19.80%	
	Group Alerting Services	19.80%	19.80%	
	MegaLink 1®	19.80%	19.80%	
	MegaLink 1K®	19.80%	19.80%	
	MegaLink 11K®	19.80%	19.80%	
	MicroLink 1®	19.80%	19.80%	
	MicroLink 1K®	19.80%	19.80%	
	MultiPoint Video	19.80%	19.80%	
	Service Loop Facility Modification Service	19.80%	19.80%	
	RESALE DISCOUNTS			
	RESIDENCE	RECURRING	NON-RECURRING	
	LOCAL EXCHANGE SERVICE			
	Life Line and Link Up America Services	19.80%	19.80%	
	Residence 1 Party	19.80%	19.80%	
	Residence Measured	19.80%	19.80%	
	EXPANDED LOCAL CALLING			
	Expanded Local Calling (Mandatory)	19.80%	19.80%	
	Mandatory Extended Area Calling Service (EACS)- 1 Party	19.80%	19.80%	
	Mandatory EACS - One element measured, 1 Party	19.80%	19.80%	
	VERTICAL SERVICES			
	Auto Redial	19.80%	19.80%	
	Call Blocker	19.80%	19.80%	

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 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-QK/OMNIPLEX COMMUNICATIONS

OKLAHOMA	SWBT RECURRING		SWBT NON-REC.
Call Forwarding	19.80%	19.80%	
Call Forwarding - Busy Line	19.80%	19.80%	
Call Forwarding - Busy Line/Don't Answer	19.80%	19.80%	
Call Forwarding - Don't Answer	19.80%	19.80%	
Call Return	19.80%	19.80%	
Call Trace	19.80%	19.80%	
Call Waiting	19.80%	19.80%	
Calling Name	19.80%	19.80%	
Calling Number	19.80%	19.80%	
ComCall®	19.80%	19.80%	
Personalized Ring (1 dependent number)	19.80%	19.80%	
Personalized Ring (2 dependent numbers - 1st number)	19.80%	19.80%	
Personalized Ring (2 dependent numbers - 2nd number)	19.80%	19.80%	
Priority Call	19.80%	19.80%	
Remote Access to Call Forwarding	19.80%	19.80%	
Selective Call Forwarding	19.80%	19.80%	
Simultaneous Call Forwarding	19.80%	19.80%	
Speed Calling 8	19.80%	19.80%	
Three Way Calling	19.80%	19.80%	
ISDN	19.80%	19.80%	

TBD-To be determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-OK/OMNIPLEX COMMUNICATIONS

OKLAHOMA		SWBT RECURRING		SWBT NON-REC.	
OTHER (Resale)					
DIRECTORY ASSISTANCE SERVICES		19.80%	19.80%		
Nationwide Listing Services (NLS)		19.80%	19.80%		
TOLL					
Home 800sm		19.80%	19.80%		
IntraLATA MTS		19.80%	19.80%		
OPTIONAL TOLL CALLING PLANS					
1+SAVERsm		19.80%	19.80%		
1+SAVER Directsm		19.80%	19.80%		
Circle Saver		19.80%	19.80%		
Corridor Optional Saver		19.80%	19.80%		
Extended Community Saver		19.80%	19.80%		
900/976 Call Restriction		19.80%	19.80%		
Access Services		0%	0%		
Additional Directory Listings		19.80%	19.80%		
Bill Plus		5%	5%		
Company Initiated Suspension Service		0%	0%		
Connections with Terminal Equipment and Communications Equipment		0%	0%		
Consolidated Billing		5%	5%		
Construction Charges		0%	0%		
Customer Initiated Suspension Service		0%	0%		
Exchange Connection Service		0%	0%		
Maintenance of Service Charges		0%	0%		
Plexar Custom		Variable	Variable		
Telecommunications Service Priority Systems		0%	0%		
Toll Billing Exception		19.80%	19.80%		
Toll Restriction		19.80%	19.80%		
Wireless Carrier Interconnection Services		0%	0%		
Electronic Billing Information Data (daily usage) per message		\$ 0.003		NA	NA
Slamming Investigation Fee		NA		\$ 50.00	\$ 50.00
Local disconnect Report (LDR)					
Per WTN		\$ 0.10		NA	NA
Simple conversion charge per billable number		NA		\$ 13.69	NA
Electronic conversion orders per billable number		NA		\$ 3.33	NA
Complex conversion orders per billable number		NA		\$ 69.51	NA
OS/DA					
Branding - Resellers					
- Initial Load		NA		\$ 1,737.06	NA
- Subsequent Load		NA		\$ 1,737.06	NA
- Per Call		\$ 0.021845		NA	NA
Rate Reference - Reseller					
- Initial Load		NA		\$ 2,755.09	NA
- Subsequent Rater Load		NA		\$ 1,950.27	NA
- Subsequent Reference Load		NA		\$ 1,950.27	NA
Billable Message Records and/or access usage records					
Per Record Charge					
Full Status RAO Company					
Hosting Company Network		\$ 0.002		NA	NA
National CMDS Network		\$ 0.005		NA	NA
Non-Full Status RAO Company					
Hosting Company Network		\$ 0.007		NA	NA
National CMDS Network		\$ 0.010		NA	NA

TBD-To be determined
 NRO-Nonrecurring only
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 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-QK/OMNIPLEX COMMUNICATIONS

OKLAHOMA	SWBT RECURRING	SWBT NON-REC.
OTHER		
Directory Assistance		
DA - Per Call	\$ 0.365740	NA NA
DACC - Per Call	\$ 0.126537	NA NA
Nationwide Listing Services (NLS)	\$ 0.65	NA NA
Non Pub Emergency Service	\$ 1.72	NA NA
Branding - Facility Based		
- Initial Load	NA	\$ 1,737.06 NA
- Subsequent Load	NA	\$ 1,737.06 NA
- Per Call (Line # based *)	\$ 0.021845	NA NA
* When unbundled switching is used or where more than one brand required on same trunk group		
Rate Reference - Facilities Based		
- Initial Load	NA	\$ 2,676.32 NA
- Subsequent Rater Load	NA	\$ 1,872.26 NA
- Subsequent Reference Load	NA	\$ 1,872.26 NA
Directory Assistance Listings (DAL)		
- Initial Load, per listing	NA	\$ 0.03120 NA
- Updates, per listing	NA	\$ 0.03265 NA
- Non-Pub Emergency Message Service	\$ 2.10	NA NA
Operator Services		
Fully Automated Call Processing (Per completed automated call)	\$ 0.118214	NA NA
Operator Assisted Call Processing (Per work second)	\$ 0.017243	NA NA
Branding - Facility Based		
- Initial Load	NA	\$ 1,737.06 NA
- Subsequent Load	NA	\$ 1,737.06 NA
- Per Call (Line # based *)	\$ 0.021845	NA NA
* When unbundled switching is used or where more than one brand required on same trunk group		
Rate Reference - Facilities Based		
- Initial Load	NA	\$ 2,676.32 NA
- Subsequent Rater Load	NA	\$ 1,872.26 NA
- Subsequent Reference Load	NA	\$ 1,872.26 NA
Intralata Message Rating		
Rate per initial load	NA	623.03 NA
Rate per subsequent changes	NA	623.03 NA
Local Exchange Routing Guide (LERG) Per NXX	NA	\$ 110.00 NA
NXX Migration - Migration Charge/NXX	NA	\$ 10,000.00 NA
Electronic Billing Information Data (daily usage) per message	\$ 0.003	NA NA

TBD-To be determined
 NRO-Nonrecurring only
 ICB-Individual Case Basis
 NA-Not applicable

SOUTHWESTERN BELL TELEPHONE COMPANY
 Rates
 OKLAHOMA
 November 22, 1999

APPENDIX PRICING
 SWBT-OK/OMNIPLEX COMMUNICATIONS

OKLAHOMA		SWBT RECURRING	SWBT NON-REC.	
RECIPROCAL COMPENSATION				
<u>Tandem Switching</u>				
	per Minute Of Use	\$ 0.000956	NA	NA
<u>Common Transport</u>				
	Termination per Minute of Use (Rural - Zone 1)	\$ 0.000499	NA	NA
	(Suburban - Zone 2)	\$ 0.000282	NA	NA
	(Metro - Zone 3)	\$ 0.000266	NA	NA
	(Interzone)	\$ 0.000147	NA	NA
	Facility per Minute, per Mile (Rural - Zone 1)	\$ 0.000027	NA	NA
	(Suburban - Zone 2)	\$ 0.000049	NA	NA
	(Metro - Zone 3)	\$ 0.000008	NA	NA
	(Interzone)	\$ 0.000002	NA	NA
<u>Local Switching</u>				
	Per Originating or Terminating MOU (Rural - Zone 1)	\$ 0.003800	NA	NA
	(Suburban - Zone 2)	\$ 0.002516	NA	NA
	(Metro - Zone 3)	\$ 0.002268	NA	NA
<u>Transiting</u>				
	Local			
	(Rural - Zone 1)	\$ 0.001770	NA	NA
	(Suburban - Zone 2)	\$ 0.001485	NA	NA
	(Metro - Zone 3)	\$ 0.001356	NA	NA
	OCA (Optional Area)	NA	NA	NA
<u>OCA Transport & Termination</u>		NA	NA	NA

**Oklahoma
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion					
Zone 1 - Rural	U21	*	\$16.20	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 2 - Suburban	U21	*	\$13.00	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
Zone 3 - Urban	U21	*	\$11.50	See NRC rate below USOC NRBM4	See NRC rate below USOC NRBM4
2-Wire Analog Promotion	NRBM4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Rural	U2F	*	\$13.13	\$14.06	\$5.87
Zone 2 - Suburban	U2F	*	\$6.75	\$14.06	\$5.87
Zone 3 - Urban	U2F	*	\$4.88	\$14.06	\$5.87
Service Order Promotion - Manual	NRBAY	*	NA	\$196.00	NA

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Service Order Promotion - Electronic	NRBAW	*	NA	\$3.33	NA
XDSL Promotion					
PSD #1B Capable Loop - 2-Wire Very Low-band Symmetric Technology: 2-Wire Copper "Symmetric Digital Subscriber Line" (SDSL)					
Zone 1 - Rural	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLAX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#2 Capable Loop - 2-Wire Low-band Symmetric Technology					
Zone 1 - Rural	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLCX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3A Capable Loop - Mid-band Symmetric Technology: 2-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 2 - Suburban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLBX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology					
Zone 1 - Rural	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	4SL1X		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology					
Zone 1 - Rural	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLDX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology					
Zone 1 - Rural	U2F	*	\$13.13	\$14.06	\$5.87

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 2 - Suburban	U2F	*	\$6.75	\$14.06	\$5.87
Zone 3 - Urban	U2F	*	\$4.88	\$14.06	\$5.87
PSD#6 2-Wire Very High-band Capable					
Zone 1 - Rural	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLEX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology					
Zone 1 - Rural	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 2 - Suburban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
Zone 3 - Urban	2SLFX		Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%
UNE-P Promotion					
Network Component	R2RLP	*	NA	\$34.25	\$16.90

**Oklahoma
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Analog Line Port					
Zone 1 - Rural	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RBQ		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire Analog Loop					
Zone 1 - Rural	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 2 - Suburban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
Zone 3 - Urban	RB9		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
2-Wire cross-connect from analog loop to switch port	UDLX2		Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate
*These rates are subject to adjustment as set out in the Conditions for FCC Order Approving SBC/Ameritech Merger, CC Docket No. 98-141 (FCC Merger Conditions).					