

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

33.1 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.

**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

VECTRIS TELECOM, INC.

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)	\$ 0.77/ft	\$ 0.38.5/ft
Full duct/duct foot (telecommunications carriers)	\$ 0.77/ft	\$ 0.38.3/ft
Full duct/duct foot (other)	\$ N/A	\$ N/A
Half duct/duct foot (cable service only)*	\$ 0.38.5/ft	\$ 0.1925/ft
Half duct/duct foot (telecommunications carriers)*	\$ 0.38.5/ft	\$ 0.1925/ft
Half duct/duct foot (other)*	\$ N/A	\$ N/A
1/3 duct/duct foot (telecommunications carriers)**	\$ 0.2566/ft	\$ 0.1283/ft
1/3 duct/duct foot (cable service only)**	\$ 0.2566/ft	\$ 0.1283/ft
1/3 duct/duct foot (other)**	\$ N/A	\$ N/A

*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: Vectris Telecom, Inc.

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

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 Vectris Telecom, Inc. 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.

Vectris Telecom, Inc.
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

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. RECURRING CHARGES	4
3. NON-RECURRING CHARGES	4
4. UNBUNDLED LOCAL SWITCHING (ULS).....	5
5. BILLING.....	7
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	8

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 Telephone Company, 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 <u>SWBT-OK</u> exchanges which are classified as Rate Group 1, 2, or 3 exchanges in <u>SWBT-OK</u> 's Local Exchange Tariff |
| Zone B | The geographic area within each of the <u>SWBT-OK</u> exchanges which are classified as Rate Group 4 or 5 exchanges in <u>SWBT-OK</u> 's Local Exchange Tariff |
| Zone C | The geographic area within each of the <u>SWBT-OK</u> exchanges which are classified as Rate Group 6 or 7 exchanges in <u>SWBT-OK</u> '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.

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
1		UNBUNDLED NETWORK ELEMENTS						
2		Local Loops	Disconnect Loop from inside wiring, per NID	NRBND	None	\$ 46.15	\$ 23.08	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 35.00	\$ 37.50	\$ 15.65	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 18.00	\$ 37.50	\$ 15.65	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 13.00	\$ 37.50	\$ 15.65	
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.81	\$ 33.97	\$ 12.65	
7			4-Wire Analog Zone 1 (Rural)	U4H	\$ 72.37	\$ 37.50	\$ 15.65	
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 40.52	\$ 37.50	\$ 15.65	
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 30.39	\$ 37.50	\$ 15.65	
10			2-Wire Digital Zone 1 (Rural)	U2Q	\$ 72.87	\$ 93.24	\$ 48.88	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 47.60	\$ 93.24	\$ 48.88	
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 41.14	\$ 93.24	\$ 48.88	
13			4-Wire Digital Zone 1 (Rural)	U4D1X	\$ 166.57	\$ 220.25	\$ 86.81	
14			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 142.87	\$ 220.25	\$ 86.81	
15			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 134.61	\$ 220.25	\$ 86.81	
16			* DS3 Loop Zone 1 (Rural)	under development	\$ 823.16	\$ 680.13	\$ 297.38	
17			* DS3 Loop Zone 2 (Suburban)	under development	\$ 769.33	\$ 680.13	\$ 297.38	
18			* DS3 Loop Zone 3 (Urban)	under development	\$ 696.31	\$ 680.13	\$ 297.38	
19		DSL Capable Loops	PSD #1 Capable Loop: a) 2-wire Digital "ISDN Digital Subscriber Line" (IDSL) Technology - Zone 1 (Rural)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
20			PSD #1 Capable Loop: a) 2-wire Digital "ISDN Digital Subscriber Line" (IDSL) Technology - Zone 2 (Suburban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
21			PSD #1 Capable Loop: a) 2-wire Digital "ISDN Digital Subscriber Line" (IDSL) Technology - Zone 3 (Urban)	U2Q	See 2-Wire Digital above	See 2-Wire Digital above	See 2-Wire Digital above	
22			PSD #1 Capable Loop: b) 2-wire Copper - Zone 1 (Rural)	2SLAX	\$ 35.00	\$ 37.50	\$ 15.65	
23			PSD #1 Capable Loop: b) 2-wire Copper - Zone 2 (Suburban)	2SLAX	\$ 18.00	\$ 37.50	\$ 15.65	
24			PSD #1 Capable Loop: b) 2-wire Copper - Zone 3 (Urban)	2SLAX	\$ 13.00	\$ 37.50	\$ 15.65	
25			PSD #2 2-Wire Capable Loop - Zone 1 (Rural)	2SLCX	\$ 35.00	\$ 37.50	\$ 15.65	
26			PSD #2 2-Wire Capable Loop - Zone 2 (Suburban)	2SLCX	\$ 18.00	\$ 37.50	\$ 15.65	
27			PSD #2 2-Wire Capable Loop - Zone 3 (Urban)	2SLCX	\$ 13.00	\$ 37.50	\$ 15.65	
28			PSD #3 Capable Loop: a) 2-Wire - Zone 1 (Rural)	2SLBX	\$ 35.00	\$ 37.50	\$ 15.65	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
29			PSD #3 Capable Loop: a) 2-Wire - Zone 2 (Suburban)	2SLBX	\$ 18.00	\$ 37.50	\$ 15.65	
30			PSD #3 Capable Loop: a) 2-Wire - Zone 3 (Urban)	2SLBX	\$ 13.00	\$ 37.50	\$ 15.65	
31			PSD #3 Capable Loop: b) 4-Wire - Zone 1 (Rural)	4SL1X	\$ 72.37	\$ 37.50	\$ 15.65	
32			PSD #3 Capable Loop: b) 4-Wire - Zone 2 (Suburban)	4SL1X	\$ 40.52	\$ 37.50	\$ 15.65	
33			PSD #3 Capable Loop: b) 4-Wire - Zone 3 (Urban)	4SL1X	\$ 30.39	\$ 37.50	\$ 15.65	
34			PSD #4 2-Wire Capable Loop - Zone 1 (Rural)	2SLDX	\$ 35.00	\$ 37.50	\$ 15.65	
35			PSD #4 2-Wire Capable Loop - Zone 2 (Suburban)	2SLDX	\$ 18.00	\$ 37.50	\$ 15.65	
36			PSD #4 2-Wire Capable Loop - Zone 3 (Urban)	2SLDX	\$ 13.00	\$ 37.50	\$ 15.65	
37			PSD #5 2-wire Capable Loop - Zone 1 (Rural)	U2F	\$ 35.00	\$ 37.50	\$ 15.65	
38			PSD #5 2-wire Capable Loop - Zone 2 (Suburban)	U2F	\$ 18.00	\$ 37.50	\$ 15.65	
39			PSD #5 2-wire Capable Loop - Zone 3 (Urban)	U2F	\$ 13.00	\$ 37.50	\$ 15.65	
40			PSD #7 2-wire Capable Loop - Zone 1 (Rural)	2SLFX	\$ 35.00	\$ 37.50	\$ 15.65	
41			PSD #7 2-wire Capable Loop - Zone 2 (Suburban)	2SLFX	\$ 18.00	\$ 37.50	\$ 15.65	
42			PSD #7 2-wire Capable Loop - Zone 3 (Urban)	2SLFX	\$ 13.00	\$ 37.50	\$ 15.65	
43			Loop Qualification Process	NRBXU	None	\$ 20.00	None	
44		DSL Conditioning Options	Removal of Repeaters	NRBXV	None	\$ 392.88	\$ 18.71	
45			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None	\$ 362.03	\$ 17.24	
46			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None	\$ 141.18	\$ 17.24	
47			Removal of Bridged Taps and Repeaters	NRBXH	None	\$ 1,003.87	\$ 52.57	
48			Incremental Removal of Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None	\$ 633.59	\$ 32.84	
49			Incremental Additional Removal of Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None	\$ 240.07	\$ 32.84	
50			Removal of Bridged Taps	NRBXW	None	\$ 661.67	\$ 33.86	
51			Incremental Removal of Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None	\$ 304.86	\$ 15.60	
52			Incremental Additional Removal of Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None	\$ 98.89	\$ 15.60	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
53			Removal of Bridged Taps and Load Coils	NRBXF	None	\$ 1,690.20	\$ 59.05	
54			Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None	\$ 616.32	\$ 23.30	
55			Incremental Additional Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None	\$ 238.07	\$ 23.30	
56			Removal of Load Coils	NRBXZ	None	\$ 1,079.21	\$ 25.19	
57			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None	\$ 331.49	\$ 7.37	
58			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None	\$ 139.19	\$ 7.37	
59		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 2.10	\$ 62.04	\$ 48.22	
60			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 2.10	\$ 62.04	\$ 48.22	
61			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 4.17	\$ 71.56	\$ 58.54	
62		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 2.10	\$ 62.04	\$ 48.22	
63			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 2.10	\$ 62.04	\$ 48.22	
64			4-Wire Analog Loop to Collocation	UCXC4	\$ 4.17	\$ 71.56	\$ 58.54	
65			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 4.17	\$ 71.56	\$ 58.54	
66			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	\$ 62.04	\$ 48.22	
67			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 2.10	\$ 62.04	\$ 48.22	
68			4-Wire Digital Loop to Collocation	(UCXHX) under development	\$ 8.90	\$ 101.70	\$ 67.27	
69			* DS3 C.O. Cross Connect to Collocation	under development	\$ 20.18	\$ 121.11	\$ 85.61	
70		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	under development	\$ 1.30	\$ 93.15	\$ 72.40	
71			2-wire Analog Loop to POA - Method 2	under development	\$ 1.30	\$ 93.15	\$ 72.40	
72			2-wire Analog Loop to POA - Method 3	under development	\$ 1.30	\$ 93.15	\$ 72.40	
73			4-wire Analog Loop to POA - Method 1	under development	\$ 1.75	\$ 107.45	\$ 87.90	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
74			4-wire Analog Loop to POA - Method 2	under development	\$ 1.75	\$ 107.45	\$ 87.90	
75			4-wire Analog Loop to POA - Method 3	under development	\$ 1.75	\$ 107.45	\$ 87.90	
76			2-wire Digital Loop to POA - Method 1	under development	\$ 1.30	\$ 93.15	\$ 72.40	
77			2-wire Digital Loop to POA - Method 2	under development	\$ 1.30	\$ 93.15	\$ 72.40	
78			2-wire Digital Loop to POA - Method 3	under development	\$ 1.30	\$ 93.15	\$ 72.40	
79			4-wire Digital Loop to POA - Method 1	under development	\$ 1.75	\$ 152.70	\$ 101.00	
80			4-wire Digital Loop to POA - Method 2	under development	\$ 1.75	\$ 152.70	\$ 101.00	
81			4-wire Digital Loop to POA - Method 3	under development	\$ 1.75	\$ 152.70	\$ 101.00	
82			Analog Line Port to POA - Method 1	under development	\$ 1.30	\$ 70.70	\$ 55.70	
83			Analog Line Port to POA - Method 2	under development	\$ 1.30	\$ 70.70	\$ 55.70	
84			Analog Line Port to POA - Method 3	under development	\$ 1.30	\$ 70.70	\$ 55.70	
85			ISDN BRI Line Port to POA - Method 1	under development	\$ 1.30	\$ 80.45	\$ 66.40	
86			ISDN BRI Line Port to POA - Method 2	under development	\$ 1.30	\$ 80.45	\$ 66.40	
87			ISDN BRI Line Port to POA - Method 3	under development	\$ 1.30	\$ 80.45	\$ 66.40	
88			ISDN PRI Trunk Port to POA - Method 1	under development	\$ 1.75	\$ 128.80	\$ 114.75	
89			ISDN PRI Trunk Port to POA - Method 2	under development	\$ 1.75	\$ 128.80	\$ 114.75	
90			ISDN PRI Trunk Port to POA - Method 3	under development	\$ 1.75	\$ 128.80	\$ 114.75	
91			Analog DID Trunk Port to POA - Method 1	under development	TBD	TBD	TBD	
92			Analog DID Trunk Port to POA - Method 2	under development	TBD	TBD	TBD	
93			Analog DID Trunk Port to POA - Method 3	under development	TBD	TBD	TBD	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
94			DS1 Trunk Port to POA - Method 1	under development	TBD	TBD	TBD	
95			DS1 Trunk Port to POA - Method 2	under development	TBD	TBD	TBD	
96			DS1 Trunk Port to POA - Method 3	under development	TBD	TBD	TBD	
97			Unbundled Dedicated Transport to POA: DS1 - Method 1	under development	\$ 14.20	\$ 152.70	\$ 101.00	
98			Unbundled Dedicated Transport to POA: DS1 - Method 2	under development	\$ 14.20	\$ 152.70	\$ 101.00	
99			Unbundled Dedicated Transport to POA: DS1 - Method 3	under development	\$ 14.20	\$ 152.70	\$ 101.00	
100			Unbundled Dedicated Transport to POA: DS3 - Method 1	under development	ICB	ICB	ICB	
101			Unbundled Dedicated Transport to POA: DS3 - Method 2	under development	ICB	ICB	ICB	
102			Unbundled Dedicated Transport to POA: DS3 - Method 3	under development	ICB	ICB	ICB	
103			Unbundled Dedicated Transport to POA: OC3 - Method 1	under development	ICB	ICB	ICB	
104			Unbundled Dedicated Transport to POA: OC3 - Method 2	under development	ICB	ICB	ICB	
105			Unbundled Dedicated Transport to POA: OC3 - Method 3	under development	ICB	ICB	ICB	
106			Unbundled Dedicated Transport to POA: OC12 - Method 1	under development	ICB	ICB	ICB	
107			Unbundled Dedicated Transport to POA: OC12 - Method 2	under development	ICB	ICB	ICB	
108			Unbundled Dedicated Transport to POA: OC12 - Method 3	under development	ICB	ICB	ICB	
109			Unbundled Dedicated Transport to POA: OC48 - Method 1	under development	ICB	ICB	ICB	
110			Unbundled Dedicated Transport to POA: OC48 - Method 2	under development	ICB	ICB	ICB	
111			Unbundled Dedicated Transport to POA: OC48 - Method 3	under development	ICB	ICB	ICB	
112		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1(Rural)	ZZULS	\$ 0.003800	None	None	
113			Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	\$ 0.002516	None	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
114			Local Switching-Per Originating or Terminating MOU Zone 3 (Urban)	ZZULS	\$ 0.002268	None	None	
115			Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.000267	None	None	
116		Customized Routing	Customized Routing	under development	ICB	ICB	ICB	
117		Customized Routing UNE AIN	Per query per customer line	ZZURO	\$ 0.009309	None	None	
118		Switch Ports	Analog Line Port - Zone 1 (Rural)	UYP	\$ 2.58	\$ 1.20	\$ 1.20	
119			Analog Line Port - Zone 2 (Suburban)	UYP/RBQ	\$ 2.21	\$ 1.20	\$ 1.20	
120			Analog Line Port - Zone 3 (Urban)	UYP/RBQ	\$ 2.18	\$ 1.20	\$ 1.20	
121			ISDN BRI Line Port	U1P	\$ 5.70	0.00	0.00	
122			ISDN PRI Line Port	UJP	\$ 181.83	\$ 261.70	\$ 261.70	
123			Analog DID Trunk Port	U5P	\$ 13.74	\$ 114.89	\$ 114.89	
124			DS1 Trunk Port	U9Z	\$ 112.56	\$ 295.57	\$ 218.71	
125			Optional Calling Area (Two-way EAS) Additive	OPXEX	None	None	None	
126		Switch Port Cross Connects	Analog Line Port to Collocation	under development	\$ 0.30	\$ 47.09	\$ 37.10	
127			Analog DID Trunk Port to Collocation	under development	\$ 0.30	\$ 53.58	\$ 44.22	
128			ISDN BRI Line Port to Collocation	under development	\$ 0.30	\$ 53.58	\$ 44.22	
129			ISDN PRI Trunk Port to Collocation	under development	\$ 8.90	\$ 85.78	\$ 76.42	
130			DS1 Trunk Port to Collocation	development	\$ 8.90	\$ 85.78	\$ 76.42	
131		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None	\$ 1.83	None	
132			Call Waiting ID	NWT	None	\$ 1.83	None	
133			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None	\$ 1.83	None	
134			Call Forwarding Variable	ESM	None	\$ 1.83	None	
135			Call Forwarding Busy Line	EVB	None	\$ 1.83	None	
136			Call Forwarding Don't Answer	EVD	None	\$ 1.83	None	
137			Call Forwarding Busy Line Don't Answer	E5E	None	\$ 1.83	None	
138			Call Transfer Disconnect	FG3	None	\$ 1.83	None	
139			Simultaneous Call Forwarding	ESD	None	\$ 1.83	None	
140			Remote Access to Call Forwarding	RC3	None	\$ 1.83	None	
141			Three-Way Calling	ESC	None	\$ 1.83	None	
142			Speed Calling 8	ESL	None	\$ 1.83	None	
143			Speed Calling 30	ESF	None	\$ 1.83	None	
144			Auto Callback/Auto Redial	NSQ	None	\$ 1.83	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
145			Distinctive Ring/Priority Call	NSK	None	\$ 1.83	None	
146			Selective Call Rejection/Call Blocker	NSY	None	\$ 1.83	None	
147			Auto Recall/Call Return	NSS	None	\$ 1.83	None	
148			Selective Call Forwarding	NCE	None	\$ 1.83	None	
149			Calling # Delivery	NSD	None	\$ 1.83	None	
150			CNAM Delivery	NMP	None	\$ 1.83	None	
151			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 1.83	None	
152			Calling Number/Name Blocking	NSG	None	\$ 1.83	None	
153			Anonymous Call Rejection	AYK	None	\$ 1.83	None	
154			Customer Alerting Enablement	AWS	None	\$ 1.83	None	
155			Toll Restriction	DH2	None	\$ 1.83	None	
156			International Direct Dialing Blocking	NR4BK	None	\$ 1.83	None	
157		Analog Line Port Features/per	Personalized Ring	DRS	None	\$ 4.36	None	
158			Personalized Ring - DN1	DRS1X	None	\$ 4.36	None	
159			Personalized Ring - DN2	DRS2X	None	\$ 4.36	None	
160			Hunting Arrangement	NR931	None	\$ 22.08	None	
161		Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 1.83	None	
162			Call Trace (per successful occurrence per port)	ZZUCL	\$ 4.53	None	None	
163			Usage sensitive Call Return (per feature per port)	NV9	None	\$ 1.83	None	
164			Usage sensitive Call Return(per occurrence)	ZZURE	\$ 0.05	None	None	
165			Usage sensitive Auto ReDial (per feature per port)	NV8	None	\$ 1.83	None	
166			Usage sensitive Auto ReDial (per occurrence)	ZZUAR	\$ 0.05	None	None	
167			Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 1.83	None	
168			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	None	None	
169		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 13.15	None	
170			Additional Call Offering for CSV per B Channel	NCO	None	\$ 4.26	None	
171			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 4.26	None	
172			Call Forwarding Variable per B Channel	NVF	None	\$ 4.26	None	
173			Three-way Conference Calling per B Channel	NZ3	None	\$ 4.26	None	
174		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 13.15		
175			CACH EKTS per B Channnel	EFV1X	None	\$ 16.12	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
176		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 4.26	None	
177			Calling Number Delivery	ZCN	None	\$ 4.26	None	
178			Hunt Group for CSD	HTKPG	None	\$ 4.26	None	
179			Hunt Group for CSV	GXH	None	\$ 4.26	None	
180			Message Waiting Indicator	NZW	None	\$ 4.26	None	
181			Secondary Only Telephone Number	DO6	None	\$ 4.26	None	
182		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None	\$ 43.46	None	
183			Calling Number Delivery	NXN	None	\$ 1.83	None	
184			Dynamic Channel Allocation	CCZ	None	\$ 8.76	None	
185		Analog Trunk Port DS1 Digital DID Trunk Port DID Trunk Port Features	DID #s - Initial 100 #s	ND8	None	\$ 123.98	None	
186			DID #s - Addtl. 100 #s	ND9	None	\$ 9.22	None	
187			DID #s - Initial 10 #s	NDZ	None	\$ 120.15	None	
188			DID #s - Addtl. 10 #s	NDA	None	\$ 6.29	None	
189		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None	\$ 617.05	\$ 617.05	
190			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 617.05	\$ 617.05	
191			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 204.23	\$ 204.23	
192			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 133.87	\$ 133.87	
193			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 437.13	\$ 437.13	
194		Analog Line Port & BRI Line Port Centrex-Like Features	Auto Callback Calling/Business Group Callback	RGE	None	\$ 4.26	None	
195			Call Forwarding Busy Line	GCE	None	\$ 4.26	None	
196			Call Hold	6AB	None	\$ 4.26	None	
197			Call Pickup	E3P	None	\$ 4.26	None	
198			Call Transfer - All Calls	TF1PS	None	\$ 4.26	None	
199			Class of Service Restr. - Fully	ERSFC	None	\$ 4.26	None	
200			Class of Service Restr. - Semi	RQW	None	\$ 4.26	None	
201			Class of Service Restr. - Toll	ERSPA	None	\$ 4.26	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
202			Consult. Hold	EBE	None	\$ 4.26	None	
203			Dial Call Waiting	WDK	None	\$ 4.26	None	
204			Directed Call Pickup - Non Barge in	69D	None	\$ 4.26	None	
205			Directed Call Pickup - With Barge in	6MD	None	\$ 4.26	None	
206			Distinctive Ring and Call Waiting Tone	DRJ	None	\$ 4.26	None	
207			Hunting Arrgmt - Basic	HRK	None	\$ 4.26	None	
208			Hunting Arrgmt - Circular	HCK	None	\$ 4.26	None	
209		Analog Line Port Centrex-Like Features	Standard feature initialization per analog port	NR935	None	\$ 3.56	None	
210			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None	\$ 4.26	None	
211			Call Forwarding Don't Answer	69H	None	\$ 4.26	None	
212			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None	\$ 4.26	None	
213			Call Waiting - Orig.	6SZ	None	\$ 4.26	None	
214			Call Waiting - Term.	HUH	None	\$ 4.26	None	
215			Speed Calling Personal	E18	None	\$ 4.26	None	
216			Three Way Calling	ESCPS	None	\$ 4.26	None	
217			Voice/Data Protection	D7N	None	\$ 4.26	None	
218		BRI Line Port Centrex- Like Features	Standard feature initialization per ISDN BRI Port	NR936	None	\$ 3.56	None	
219			Speed Calling Personal	NXG	None	\$ 4.26	None	
220		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.000956	None	None	
221		Blended Transport	Blended Transport Zone 1 (Rural)	ZZUBT	\$ 0.000972	None	None	
222			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.000909	None	None	
223			Blended Transport Zone 3 (Urban)	ZZUBT	\$ 0.000607	None	None	
224		Common Transport	Common Transport Termination Per Minute of Use Zone 1 (Rural)	ZZUCT	\$ 0.000499	None	None	
225			Common Transport Termination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000282	None	None	
226			Common Transport Termination Per Minute of Use Zone 3 (Urban)	ZZUCT	\$ 0.000266	None	None	
227			Common Transport Termination Per Minute of Use Interzone	ZZUCT	\$ 0.000147			
228			Common Transport Facility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	\$ 0.000027	None	None	
229			Common Transport Facility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000049	None	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
230			Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	\$ 0.000008	None	None	
231			Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	\$ 0.000002	None	None	
232		Unbundled Dedicated Transport (UDT)	UDT-DS1 Entrance Facilities - Zone 1 (Rural)	UENHX	\$ 119.19	\$ 285.81	\$ 112.75	
233			UDT-DS1 Entrance Facilities - Zone 2 (Suburban)	UENHX	\$ 101.29	\$ 285.81	\$ 112.75	
234			UDT-DS1 Entrance Facilities - Zone 3 (Urban)	UENHX	\$ 94.82	\$ 285.81	\$ 112.75	
235			UDT-DS3 Entrance Facilities - Zone 1 (Rural)	UENJX	\$ 1,296.54	\$ 366.40	\$ 162.77	
236			UDT-DS3 Entrance Facilities - Zone 2 (Suburban)	UENJX	\$ 1,283.34	\$ 366.40	\$ 162.77	
237			UDT-DS3 Entrance Facilities - Zone 3 (Urban)	UENJX	\$ 1,275.67	\$ 366.40	\$ 162.77	
238			UDT-OC3 Entrance Facilities - Zone 1 (Rural)	UENKX	\$ 1,010.00	\$ 1,055.05	\$ 510.45	
239			UDT-OC3 Entrance Facilities - Zone 2 (Suburban)	UENKX	\$ 976.05	\$ 1,055.05	\$ 510.45	
240			UDT-OC3 Entrance Facilities - Zone 3 (Urban)	UENKX	\$ 952.80	\$ 1,055.05	\$ 510.45	
241			UDT-OC12 Entrance Facilities - Zone 1 (Rural)	UENLX	\$ 2,883.15	\$ 1,088.25	\$ 543.70	
242			UDT-OC12 Entrance Facilities - Zone 2 (Suburban)	UENLX	\$ 2,849.20	\$ 1,088.25	\$ 543.70	
243			UDT-OC12 Entrance Facilities - Zone 3 (Urban)	UENLX	\$ 2,826.00	\$ 1,088.25	\$ 543.70	
244			UDT-OC48 Entrance Facilities	under development	None	None	None	
245			UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 148.99	\$ 301.93	\$ 179.82	
246			UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 92.19	\$ 301.93	\$ 179.82	
247			UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 78.09	\$ 301.93	\$ 179.82	
248			UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 140.40	\$ 301.93	\$ 179.82	
249			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 7.68	None	None	
250			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 14.17	None	None	
251			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 2.24	None	None	
252			UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 2.99	None	None	
253			UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	\$ 2,007.79	\$ 336.40	\$ 218.88	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
254			UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 1,223.73	\$ 336.40	\$ 218.88	
255			UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 822.78	\$ 336.40	\$ 218.88	
256			UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 1,696.31	\$ 336.40	\$ 218.88	
257			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	\$ 160.14	None	None	
258			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 274.35	None	None	
259			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 58.67	None	None	
260			UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 58.13	None	None	
261			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNKS	None	None	None	
262			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	None	None	None	
263			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNKS	\$ 2,051.50	\$ 753.15	\$ 440.45	
264			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	\$ 3,117.00	\$ 753.15	\$ 440.45	
265			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNKS	None	None	None	
266			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	None	None	None	
267			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNKS	\$ 81.95	None	None	
268			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	\$ 89.90	None	None	
269			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNLS	None	None	None	
270			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	None	None	None	
271			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNLS	\$ 2,843.20	\$ 819.60	\$ 506.90	
272			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	\$ 7,973.90	\$ 819.60	\$ 506.90	
273			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNLS	None	None	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
274			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	None	None	None	
275			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNLS	\$ 120.10	None	None	
276			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	\$ 81.65	None	None	
277			UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNNS	ICB	ICB	ICB	
278			UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
279			UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNNS	ICB	ICB	ICB	
280			UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	ICB	ICB	ICB	
281			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNNS	ICB	ICB	ICB	
282			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNNS	ICB	ICB	ICB	
283			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNNS	ICB	ICB	ICB	
284			UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	ULNNS	ICB	ICB	ICB	
285		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 8.90	\$ 101.70	\$ 67.27	
286			DS3 to Collocation	UCXJX	\$ 29.16	\$ 107.23	\$ 72.83	
287			OC3 to Collocation	UCXNX	\$ 3.96	\$ 36.92	\$ 24.61	
288			OC12 to Collocation	(UCXNX) under development	\$ 3.96	\$ 36.92	\$ 24.61	
289			OC48 to Collocation	(UCXNX) under development	ICB	ICB	ICB	
290		Network Reconfiguration Service	DSO DS1 Port	UDUDX	\$ 27.93	\$ 62.17	None	
291			DSO DS3 Port	(UDU3X) under development	\$ 278.00	\$ 62.17	None	
292			DCS Establishment	SEPU3	None	\$ 1,655.91	None	
293			Database Modification	NR9U4	None	\$ 75.62	None	
294		Multiplexing	DS1 to VG	UM4BX	\$ 182.83	\$ 178.12	\$ 105.56	
295			DS3 to DS1	UM4AX	\$ 632.51	\$ 895.90	\$ 522.41	
296			OC-3 to 1-84 DS1s	(UM4HX)	\$ 1,039.35	\$ 865.75	\$ 544.30	
297			OC-3 to 1-3 DS3	UM4HX	\$ 823.95	\$ 374.00	\$ 249.70	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
298			OC-3 to 1-3 EC-1	(UM4HX)	\$ 823.95	\$ 374.00	\$ 249.70	
299			OC-12 to 1-12 DS3	UMULX	\$ 1,529.15	\$ 374.00	\$ 249.70	
300			OC-12 to 1-12 EC-1/STS-1	(UMULX)	\$ 1,739.70	\$ 374.00	\$ 249.70	
301			OC-12 to 1-4 OC-3/OC	(UMULX)	\$ 1,707.85	\$ 374.00	\$ 249.70	
302		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	\$ 55.70	\$ 177.36	\$ 155.28	
303			SS7 Link Cross Connect - DS1	5-state billed in IBIS	\$ 40.26	\$ 155.94	\$ 133.87	
304			STP to SWBT MDF - DSO	5-state billed in IBIS	\$ 55.70	\$ 177.36	\$ 155.28	
305			STP to SWBT DSX Frame-DS1	5-state billed in IBIS	\$ 40.26	\$ 155.94	\$ 133.87	
306			STP Port Termination	IBIS billed	\$ 572.32	\$ 304.66	None	
307			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport	None	None	
308			STP Access Link-56.Kbps (fixed)	IBIS billed	\$ 100.16	None	None	
309			STP Access Link-56.Kbps (per mile)	IBIS billed	\$ 0.91	None	None	
310			SS7 Transport per Octet	IBIS billed	\$ 0.00000139	None	None	
311			Signaling Point Code Addition	IBIS billed	None	\$ 40.33	None	
312			Global Title Translation Addition (GTT)	Under development	ICB	ICB	ICB	
313		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	Not Applicable	\$ 0.005675	None	None	
314			OLNS Query (Includes SMS)	Not Applicable	\$ 0.005500	None	None	
315			CNAM Query (Includes SMS)	Not Applicable	\$ 0.000451	None	None	
316			Query Transport (Applies to Valadation, OLNS & CNAM)	Not Applicable	\$ 0.000119	None	None	
317			Service Order Cost	Not Applicable	None	\$ 204.43	None	
318			Service Establishment Charge	Not Applicable	None	\$ 40.33	None	
319		800 Database	Toll Free Database Query	Not Applicable	\$ 0.000280	None	None	
320			Call Handling and Destination	Not Applicable	\$ 0.000044	None	None	
321			Designated 10 digit Translation	under development	None	None	None	
322			Call Valadition Rate	under development	None	None	None	
323		Service Order Charges	Manual New - Simple	NRBUQ	None	\$ 47.95	None	
324			Manual Change - Simple	NRBUO	None	\$ 46.22	None	
325			Manual Record - Simple	NRBUU	None	\$ 28.64	None	
326			Manual Disconnect - Simple	NRBUW	None	\$ 23.98	None	
327			Manual Suspend - Simple	NRBJZ	None	\$ 28.64	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
328			Manual Restore - Simple	NRBJ9	None	\$ 28.64	None	
329			Manual Expedited - Simple	(NRBUQ)	None	\$ 46.22	None	
330			Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 46.22	None	
331			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 46.22	None	
332			Manual New - Complex	NRBUR	None	\$ 196.00	None	
333			Manual Change - Complex	NRBUP	None	\$ 108.96	None	
334			Manual Record - Complex	NRBUX	None	\$ 91.31	None	
335			Manual Disconnect - Complex	NRBUX	None	\$ 52.41	None	
336			Manual Suspend - Complex	NRBJ7	None	\$ 91.31	None	
337			Manual Restore - Complex	NRBJ8	None	\$ 91.31	None	
338			Manual Expedited - Complex	(NRBUR)	None	\$ 108.96	None	
339			Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 108.96	None	
340			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 108.96	None	
341			Electronic New - Simple	NR9W2	None	\$ 3.33	None	
342			Electronic New - Complex	NRBAW	None	\$ 3.33	None	
343			Electronic Change - Simple	NR9GG	None	\$ 3.33	None	
344			Electronic Record - Simple	NR9GU	None	\$ 3.33	None	
345			Electronic Disconnect - Simple	NR9GZ	None	\$ 3.33	None	
346			Electronic Suspend - Simple	NRBJ5	None	\$ 3.33	None	
347			Electronic Restore - Simple	NRBJ6	None	\$ 3.33	None	
348			Electronic Expedited - Simple	(NR9W2)	None	\$ 3.33	None	
349			Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 3.33	None	
350			Electronic Due Date Change or Cancellation - Simple	(NR9W2)	None	\$ 3.33	None	
351			PIC Change Charge	NRBL9	None	\$ 5.00	None	
352		OTHER						
353		Directory Assistance	Directory Assistance (DA) - per call	Not Applicable	\$ 0.365740	None	None	
354			Directory Assistance Call Completion (DACC) - per call	Not Applicable	\$ 0.126537	None	None	
355			Directory Assistance Nationwide Listing Services (NLS)		\$ 0.65	None	None	
356			Directory Assistance Non-Pub Emergency Service	Not Applicable	\$ 1.72	None	None	
357			Directory Assistance - Facility Based Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,737.06	None	
358			Directory Assistance - Facility Based Branding Per call (Line # based*)	ZZUCB	\$ 0.021845	None	None	
359			*When unbundled switching is used or when more than one brand required on same trunk group					
360			Directory Assistance - Facilities Based Rate Reference - Initial Load	NRBDL	None	\$ 2,676.32	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
361			Directory Assistance Rate Reference - Facilities Based - Subsequent Reference Load Rater Load	NRBDM	None	\$ 1,872.26	None	
362			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None	\$ 0.03120	None	
363			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None	\$ 0.03265	None	
364			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 2.10	None	None	
365		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	Not Applicable	\$ 0.118214	None	None	
366			Operator Services - Operator Assisted Call Processing (Per work second)	Not Applicable	\$ 0.017243	None	None	
367			Operator Services - Facilities Based Branding Initial/Subsequent Load	NRBDG	None	\$ 1,737.06	None	
368			Operator Services - Facilities Based Branding - Per Call (Line # based*)	ZZUCB	\$ 0.021845	None	None	
369			*When unbundled switching is used or when more than one brand required on same trunk group					
370			Operator Services - Facilities Based Rate Reference -Initial Load	NRBDL	None	\$ 2,676.32	None	
371			Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	\$ 1,872.26	None	
372			Intralata Message Rating - Rate per initial load	Not Applicable	None	\$ 623.03	None	
373			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None	\$ 623.03	None	
374		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None	\$ 10,000.00	None	
375			UNE Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	None	None	
376			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	None	None	
377		BCR	Per interstate local message	Not Applicable	\$ 0.05	None	None	
378			Per local message	Not Applicable	\$ 0.08	None	None	
379		Hosting	Billable Message Records and /or access usage records - per Record Charge	Not Applicable	\$ 0.0030	None	None	
380			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	Not Applicable	\$ 0.002	None	None	
381			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.005	None	None	
382			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	Not Applicable	\$ 0.007	None	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
383			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	Not Applicable	\$ 0.010	None	None	
384		Clearinghouse	CH processing charge for service - per originated CH record	Not Applicable	\$ 0.020	None	None	
385			CH billing message - per message	Not Applicable	\$ 0.050	None	None	
386		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None	\$ 49.48	\$ 23.78	
387			Overtime - per half hour	MVV	None	\$ 62.10	\$ 30.10	
388			Premium Time - per half hour	MVV	None	\$ 74.73	\$ 36.40	
389		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None	\$ 49.48	\$ 23.78	
390			Overtime - per half hour	ALK, ALT, ALH	None	\$ 62.10	\$ 30.10	
391			Premium Time - per half hour	ALK, ALT, ALH	None	\$ 74.73	\$ 36.40	
392		RECIPROCAL COMPENSATION						
393		Tandem Switching	Tandem Switching Per Minute of Use	Not Applicable	\$ 0.000956	None	None	
394		Common Transport	Common Transport - Termination per Minute of Use Zone 1 (Rural)	Not Applicable	\$ 0.000499	None	None	
395			Common Transport - Termination per Minute of Use Zone 2 (Suburban)	Not Applicable	\$ 0.000282	None	None	
396			Common Transport - Termination per Minute of Use Zone 3 (Urban)	Not Applicable	\$ 0.000266	None	None	
397			Common Transport - Termination per Minute of Use Zone Interzone	Not Applicable	\$ 0.000147	None	None	
398			Common Transport-Facilities per Minute, per Mile Zone 1 (Rural)	Not Applicable	\$ 0.000027	None	None	
399			Common Transport-Facilities per Minute, per Mile Zone 2 (Suburban)	Not Applicable	\$ 0.000049	None	None	
400			Common Transport-Facilities per Minute, per Mile Zone 3 (Urban)	Not Applicable	\$ 0.000008	None	None	
401			Common Transport-Facilities per Minute, per Mile Zone Interzone	Not Applicable	\$ 0.000002	None	None	
402		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1 (Rural)	Not Applicable	\$ 0.003800	None	None	
403			Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	Not Applicable	\$ 0.002516	None	None	
404			Local Switching-Per Originating or Terminating MOU Zone 3 (Urban)	Not Applicable	\$ 0.002268	None	None	
405		Transiting	Transiting-Zone 1 (Rural)	Not Applicable	\$ 0.001770	None	None	
406			Transiting-Zone 2 (Suburban)	Not Applicable	\$ 0.001485	None	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
407			Transiting-Zone 3 (Urban)	Not Applicable	\$ 0.001356	None	None	
408			Transiting-OCA (Optional Area)	Not Applicable	None	None	None	
409			Transiting-Out of Region	Not Applicable	\$ 0.006000	None	None	
410		OCA	OCA Transport & Termination	Not Applicable	None	None	None	
411								
412			* The Parties acknowledge and agree that the DS3 Loop rates and DS3 C.O. Cross connect rates set forth above are interim rates, and subject to true-up as final cost studies become available.					
413								
414								
415		RESALE						
416		Business - Local Exchange Service	Business 1 Party	Not Applicable	19.80%	19.80%	None	
417			Business - Multi-Line Hunting	Not Applicable	19.80%	19.80%	None	
418		Business - Expanded Local Calling	Expanded Local Calling (Mandatory)	Not Applicable	19.80%	19.80%	None	
419			Mandatory Extended Area Calling Service (EACS)- 1 Party	Not Applicable	19.80%	19.80%	None	
420			Mandatory EACS - Hotel/Motel Measured Trunk	Not Applicable	19.80%	19.80%	None	
421			Mandatory EACS - Multi-Line Hunting	Not Applicable	19.80%	19.80%	None	
422			Mandatory EACS - PBX Trunk	Not Applicable	19.80%	19.80%	None	
423		Business - Vertical Services	Auto Redial	Not Applicable	19.80%	19.80%	None	
424			Call Blocker	Not Applicable	19.80%	19.80%	None	
425			Call Forwarding	Not Applicable	19.80%	19.80%	None	
426			Call Forwarding - Busy Line	Not Applicable	19.80%	19.80%	None	
427			Call Forwarding - Busy Line/Don't Answer	Not Applicable	19.80%	19.80%	None	
428			Call Forwarding - Don't Answer	Not Applicable	19.80%	19.80%	None	
429			Call Return	Not Applicable	19.80%	19.80%	None	
430			Call Trace	Not Applicable	19.80%	19.80%	None	
431			Call Waiting	Not Applicable	19.80%	19.80%	None	
432			Calling Name	Not Applicable	19.80%	19.80%	None	
433			Calling Number	Not Applicable	19.80%	19.80%	None	
434			ComCall®	Not Applicable	19.80%	19.80%	None	
435			Personalized Ring (1 dependent number)	Not Applicable	19.80%	19.80%	None	
436			Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	19.80%	19.80%	None	
437			Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	19.80%	19.80%	None	
438			Priority Call	Not Applicable	19.80%	19.80%	None	
439			Remote Access to Call Forwarding	Not Applicable	19.80%	19.80%	None	
440			Selective Call Forwarding	Not Applicable	19.80%	19.80%	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
441			Simultaneous Call Forwarding	Not Applicable	19.80%	19.80%	None	
442			Speed Calling 8	Not Applicable	19.80%	19.80%	None	
443			Speed Calling 30	Not Applicable	19.80%	19.80%	None	
444			Three Way Calling	Not Applicable	19.80%	19.80%	None	
445		Business - DID	DID (First Block of 100 - Category 1)	Not Applicable	19.80%	19.80%	None	
446			DID (First Block of 10 - Category 1)	Not Applicable	19.80%	19.80%	None	
447			DID (Ea. adl. block of 10 after first 10 - Category 1)	Not Applicable	19.80%	19.80%	None	
448			DID (Ea. adl. block of 100 after first 100 - Category 2)	Not Applicable	19.80%	19.80%	None	
449			DID (Ea. adl. block of 10 assigned over 1st 100 - Category 2)	Not Applicable	19.80%	19.80%	None	
450			DID (with Multifrequency)	Not Applicable	19.80%	19.80%	None	
451			DID (with Dual-Tone Multifrequency)	Not Applicable	19.80%	19.80%	None	
452			DID (1st 10 Trunks or access lines)	Not Applicable	19.80%	19.80%	None	
453			DID (11th thru 50th trunk or network access line)	Not Applicable	19.80%	19.80%	None	
454			DID (51st trunk or network access line)	Not Applicable	19.80%	19.80%	None	
455		Business - Trunks	Analog Trunks	Not Applicable	19.80%	19.80%	None	
456			Digital Trunks	Not Applicable	19.80%	19.80%	None	
457		Business - AIN	Area Wide Networking	Not Applicable	19.80%	19.80%	None	
458			Caller Intellidata®	Not Applicable	19.80%	19.80%	None	
459			Disaster Routing Service	Not Applicable	19.80%	19.80%	None	
460			Intelligent Redirectsm	Not Applicable	19.80%	19.80%	None	
461			Positive ID	Not Applicable	19.80%	19.80%	None	
462		Business - Other	Bundled Telecommunications Services (e.g., the Works)	Not Applicable	19.80%	19.80%	None	
463			Busy Out Arrangements	Not Applicable	19.80%	19.80%	None	
464			Customer Alerting Enablement	Not Applicable	19.80%	19.80%	None	
465			Grandfathered Services	Not Applicable	19.80%	19.80%	None	
466			Hot Line	Not Applicable	19.80%	19.80%	None	
467			Hunting	Not Applicable	19.80%	19.80%	None	
468			Local Operator Assistance Service	Not Applicable	19.80%	19.80%	None	
469			Night Number associated with Telephone Number	Not Applicable	19.80%	19.80%	None	
470			Night Number associated with a Terminal	Not Applicable	19.80%	19.80%	None	
471			Promotions (Greater than 90 days)	Not Applicable	19.80%	19.80%	None	
472			Preferred Number Service	Not Applicable	19.80%	19.80%	None	
473			Telebranch®	Not Applicable	19.80%	19.80%	None	
474			TouchTone	Not Applicable	19.80%	19.80%	None	
475			Voice Dial	Not Applicable	19.80%	19.80%	None	
476			Warm Line	Not Applicable	19.80%	19.80%	None	
477		Business - ISDN	Circuit Switched Video/Circuit Switched Data	Not Applicable	19.80%	19.80%	None	

UNE AECN:
RESALE AECN:
ACNA:

PAGE 18 OF 21
Last Update: xx/xx/xx

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
478			Select Video Plus®	Not Applicable	19.80%	19.80%	None	
479			Smart Trunksm	Not Applicable	19.80%	19.80%	None	
480		Business - Toll	IntraLATA MTS	Not Applicable	19.80%	19.80%	None	
481			MaxiMizer 800®	Not Applicable	19.80%	19.80%	None	
482			OutWATS	Not Applicable	19.80%	19.80%	None	
483			800 Service	Not Applicable	19.80%	19.80%	None	
484		Business - Optional Toll Calling Plans	1+SAVERsm	Not Applicable	19.80%	19.80%	None	
485			1+SAVER Directsm	Not Applicable	19.80%	19.80%	None	
486			Circle Saver	Not Applicable	19.80%	19.80%	None	
487			Corridor Optional Saver	Not Applicable	19.80%	19.80%	None	
488			Extended Community Saver	Not Applicable	19.80%	19.80%	None	
489		Business - PLEXAR®	Plexar I®	Not Applicable	19.80%	19.80%	None	
490			Plexar II®	Not Applicable	19.80%	19.80%	None	
491		Business - Private Line	Analog Private Lines	Not Applicable	19.80%	19.80%	None	
492			Automated Distribution Services	Not Applicable	19.80%	19.80%	None	
493			Digital Loop Service	Not Applicable	19.80%	19.80%	None	
494			Foreign Exchange Service	Not Applicable	19.80%	19.80%	None	
495			Foreign Serving Office	Not Applicable	19.80%	19.80%	None	
496			Frame Relay	Not Applicable	19.80%	19.80%	None	
497			Group Alerting Services	Not Applicable	19.80%	19.80%	None	
498			MegaLink I®	Not Applicable	19.80%	19.80%	None	
499			MegaLink II®	Not Applicable	19.80%	19.80%	None	
500			MegaLink III®	Not Applicable	19.80%	19.80%	None	
501			MicroLink I®	Not Applicable	19.80%	19.80%	None	
502			MicroLink II®	Not Applicable	19.80%	19.80%	None	
503			MultiPoint Video	Not Applicable	19.80%	19.80%	None	
504			Service Loop Facility Modification Service	Not Applicable	19.80%	19.80%	None	
505		Residence - Local Exchange Service	Life Line and Link Up America Services	Not Applicable	19.80%	19.80%	None	
506			Residence 1 Party	Not Applicable	19.80%	19.80%	None	
507			Residence Measured	Not Applicable	19.80%	19.80%	None	
508		Residence - Expanded Local Calling	Expanded Local Calling (Mandatory)	Not Applicable	19.80%	19.80%	None	
509			Mandatory Extended Area Calling Service (EACS)- 1 Party	Not Applicable	19.80%	19.80%	None	
510			Mandatory EACS - One element measured, 1 Party	Not Applicable	19.80%	19.80%	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
511		Residence - Vertical Services	Auto Redial	Not Applicable	19.80%	19.80%	None	
512			Call Blocker	Not Applicable	19.80%	19.80%	None	
513			Call Forwarding	Not Applicable	19.80%	19.80%	None	
514			Call Forwarding - Busy Line	Not Applicable	19.80%	19.80%	None	
515			Call Forwarding - Busy Line/Don't Answer	Not Applicable	19.80%	19.80%	None	
516			Call Forwarding - Don't Answer	Not Applicable	19.80%	19.80%	None	
517			Call Return	Not Applicable	19.80%	19.80%	None	
518			Call Trace	Not Applicable	19.80%	19.80%	None	
519			Call Waiting	Not Applicable	19.80%	19.80%	None	
520			Calling Name	Not Applicable	19.80%	19.80%	None	
521			Calling Number	Not Applicable	19.80%	19.80%	None	
522			ComCall®	Not Applicable	19.80%	19.80%	None	
523			Personalized Ring (1 dependent number)	Not Applicable	19.80%	19.80%	None	
524			Personalized Ring (2 dependent numbers - 1st number)	Not Applicable	19.80%	19.80%	None	
525			Personalized Ring (2 dependent numbers - 2nd number)	Not Applicable	19.80%	19.80%	None	
526			Priority Call	Not Applicable	19.80%	19.80%	None	
527			Remote Access to Call Forwarding	Not Applicable	19.80%	19.80%	None	
528			Selective Call Forwarding	Not Applicable	19.80%	19.80%	None	
529			Simultaneous Call Forwarding	Not Applicable	19.80%	19.80%	None	
530			Speed Calling 8	Not Applicable	19.80%	19.80%	None	
531			Three Way Calling	Not Applicable	19.80%	19.80%	None	
532				Not Applicable	19.80%	19.80%	None	
533		Residence - ISDN	ISDN	Not Applicable	19.80%	19.80%	None	
534		OTHER RESALE						
535		Directory Assistance	Directory Assistance Service	Not Applicable	19.80%	19.80%	None	
536		Nationwide Listings	Nationwide Listing Services (NLS)	Not Applicable	19.80%	19.80%	None	
537		Toll	Home 800sm	Not Applicable	19.80%	19.80%	None	
538			IntraLATA MTS	Not Applicable	19.80%	19.80%	None	
539		Optional Toll Calling Plans	1+SAVERsm	Not Applicable	19.80%	19.80%	None	
540			1+SAVER Directsm	Not Applicable	19.80%	19.80%	None	
541			Circle Saver	Not Applicable	19.80%	19.80%	None	
542			Corridor Optional Saver	Not Applicable	19.80%	19.80%	None	
543			Extended Community Saver	Not Applicable	19.80%	19.80%	None	
544			900/976 Call Restriction	Not Applicable	19.80%	19.80%	None	
545			Access Services	Not Applicable	0.00%	0.00%	None	
546			Additional Directory Listings	Not Applicable	19.80%	19.80%	None	
547			Bill Plus	Not Applicable	5.00%	5.00%	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
OKLAHOMA
2/17/00

Appendix Pricing
Schedule of Prices
Effective Date: xx/xx/xx

Line	Change/ Updates	Service	Rate Elements	USOCs	Recurring Rate	Nonrecurring Rate First	Nonrecurring Rate Additional	Subsequent Changes
548			Company Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	
549			Connections with Terminal Equipment and Communications Equipment	Not Applicable	0.00%	0.00%	None	
550			Consolidated Billing	Not Applicable	5.00%	5.00%	None	
551			Construction Charges	Not Applicable	0.00%	0.00%	None	
552			Customer Initiated Suspension Service	Not Applicable	0.00%	0.00%	None	
553			Exchange Connection Service	Not Applicable	0.00%	0.00%	None	
554			Maintenance of Service Charges	Not Applicable	0.00%	0.00%	None	
555			Plexar Custom	Not Applicable	Variable	Variable	None	
556			Telecommunications Service Priority Systems	Not Applicable	0.00%	0.00%	None	
557			Toll Billing Exception	Not Applicable	19.80%	19.80%	None	
558			Toll Restriction	Not Applicable	19.80%	19.80%	None	
559			Wireless Carrier Interconnection Services	Not Applicable	0.00%	0.00%	None	
560			Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	None	None	
561			Slamming Investigation Fee	CRIS	None	\$ 50.00	\$ 50.00	
562			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	None	None	
563			Simple conversion charge per billable number	CRIS	None	\$ 13.69	None	
564			Electronic conversion orders per billable number	CRIS	None	\$ 3.33	None	
565			Complex conversion orders per billable number	CRIS	None	\$ 69.51	None	
566			SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir. Publisher	Not Applicable	None	\$ 100.00	None	
567			OS/DA Reseller Branding - Initial Load/Subsequent Load	NRBDG	None	\$ 1,737.06	None	
568			OS/DA Reseller Branding - Per Call	ZZUCB	\$ 0.0218450	None	None	
569			OS/DA Reseller Rate Reference - Initial Load	NRBDL	None	\$ 2,755.09	None	
570			OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None	\$ 1,950.27	None	

UNE AECN:
RESALE AECN:
ACNA:

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
Service Order Promotion - Electronic	NRBAW	*	NA	\$3.33	NA

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
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%
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%

Oklahoma
Merger Commitment Amendments

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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					

**Oklahoma
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
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
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

**Oklahoma
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
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).				

APPENDIX-PRICING

TABLE OF CONTENTS

1. INTRODUCTION.....	3
2. RECURRING CHARGES	4
3. NON-RECURRING CHARGES	5
4. UNBUNDLED LOCAL SWITCHING (ULS)	5
5. BILLING.....	6
6. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS	6

APPENDIX PRICING

1. INTRODUCTION

- 1.1 This Appendix sets forth the pricing terms and conditions for the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) identified in 1.2 below. The rate table included in this Appendix is divided into the following five categories: Unbundled Network Elements (UNEs), 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 Telephone Company, 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 As used herein, AM-WI means the applicable above listed ILEC doing business in Wisconsin.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-WI under this Agreement (including any attached or referenced Appendices) is not listed in this Appendix Pricing, including any rates and/or charges developed in response to a CLEC Bona Fide Request(s) (BFR), such rates and charges shall be determined in accordance with Section 252(d) of the ACT; provided however, if AM-WI provides a product or service that is not subject to the pricing principles of the Act, such rate(s) and/or charges shall be as negotiated by AM-WI and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-WI shall not be required to provide CLEC a product or service under this Agreement unless and until the Parties have agreed upon a rate element or charge (whether a final rate/charge or, as agreed upon by the Parties, an interim rate/charge subject to a true-up, true-down) applicable to the requested product and/or service.
- 1.6 Certain of the rates, prices and charges set forth in this Appendix Pricing were established by the Commission. If during the Term the Commission or the FCC changes a rate, price or charge in an order or docket that generally applies to the products and services available hereunder, the Parties agree to amend this Appendix Pricing to incorporate such new rates, prices and charges with such rates, prices and charges to be effective as of the date specified in such order or docket.

- 1.7 The following defines the zones found in this Appendix Pricing:

For Loops:

<u>Access Area:</u>	<u>Total Access Lines:</u>
A	See: Tariff 20, Part 4, Section 2, Sheet 2
B	See: Tariff 20, Part 4, Section 2, Sheet 2
C	See: Tariff 20, Part 4, Section 2, Sheet 2

For Unbundled Interoffice Transmission Facilities:

<u>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone 1	See: FCC #2, Section 7, Subsection 7.7
Zone 2	See: FCC #2, Section 7, Subsection 7.7
Zone 3	See: FCC #2, Section 7, Subsection 7.7

- 1.8 For modifications of AM-WI's plant facilities not specifically included in the following tables see the BFR process described in Appendix UNE.

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 30 day 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 term for non-monthly rated UNEs, if applicable, will be specified in the rate table included in this Appendix. A longer minimum service period may apply for UNEs provided under the BFR process, as set forth in the UNE Appendix of this Agreement.
- 2.2 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 For purposes of reciprocal compensation only, measurement of minutes of use over Local Interconnection Trunk Groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill and then rounded to the next whole minute.
- 2.4 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 AM-WI 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, AM-WI will round up to the next whole mile before determining the mileage and applying rates.

3. NON-RECURRING CHARGES

- 3.1 Where rates consist of usage sensitive charges or per occurrence charges, such rates are classified as “non-recurring charges”.
- 3.2 Nonrecurring Charges may be applicable for all five (5) categories of rates.
- 3.3 Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE.
- 3.4 For Resale, when a CLEC converts an End User currently receiving non-complex service from the AM-WI network, without any changes to AM-WI'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 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/administration charge for each service order submitted by CLEC to AM-WI to process a request for installation, disconnection, rearrangement, changes to or record orders for UNEs and Resale.
- 3.6 Some items, which must be individually charged (e.g., extraordinary charges, CLEC Changes and etc.), are billed as nonrecurring charges.
- 3.7 Time and Material charges (a.k.a. additional labor charges) are defined in the Pricing Tables.

4. UNBUNDLED LOCAL SWITCHING (ULS)

- 4.1. The Rate Structure for ULS will be one of 2 rate structures: Stand Alone ULS or ULS-Interim Shared Transport (ULS-IST).
- 4.2 General Principals for Stand Alone ULS
 - 4.2.1 Stand Alone Unbundled Local Switching (ULS) includes a single usage sensitive component in addition to the appropriate non-recurring and monthly recurring rates contained in the rate table.

- 4.2.2 CLEC will pay the ULS usage charge for a call originating from an CLEC ULS line or trunk port that terminates to a AM-WI End User service line, Resale service line, or any unbundled line or trunk port which is connected to the same End Office Switch.
- 4.2.3 CLEC will pay the ULS usage charge 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.
- 4.2.4 Notwithstanding anything to the contrary in Sections 4.2.2 and 4.2.3, AM-WI will not bill a ULS usage charge for terminating Intra switch calls.

4.3 General Principles for ULS-IST Calls

- 4.3.1 For all originating ULS-IST calls, the ULS-IST usage will apply in addition to the ULS usage rate and the appropriate non-recurring and monthly recurring rates contained in the rate table.
- 4.3.2 There will be no charges for terminating calls on a ULS-IST port. All charges will be paid by the carrier originating the call (originating party pays).
- 4.3.3 As described in the FCC Merger Conditions Appendix, a credit will be generated for access calls billed by AM-WI.

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
UNBUNDLED NETWORK ELEMENTS					
Unbundled Loops					
	2-Wire Analog - Rural (Access Area C)	\$ 10.90		See NRC prices below	
	2-Wire Analog - Suburban (Access Area B)	\$ 10.90		See NRC prices below	
	2-Wire Analog - Metro (Access Area A)	\$ 10.90		See NRC prices below	
	Conditioning for dB Loss				
	4-Wire Analog - Rural Access Area C)	\$ 24.45		See NRC prices below	
	4-Wire Analog - Suburban (Access Area B)	\$ 24.45		See NRC prices below	
	4-Wire Analog - Metro (Access Area A)	\$ 24.45		See NRC prices below	
	2-Wire Digital - Rural (Access Area C)	\$ 13.06		See NRC prices below	
	2-Wire Digital - Suburban (Access Area B)	\$ 13.06		See NRC prices below	
	2-Wire Digital - Metro (Access Area A)	\$ 13.06		See NRC prices below	
	4-Wire Digital - Rural (Access Area C)	\$ 69.09		See NRC prices below	
	4-Wire Digital - Suburban (Access Area B)	\$ 69.09		See NRC prices below	
	4-Wire Digital - Metro (Access Area A)	\$ 69.09		See NRC prices below	
**	DS3 Loop - Rural (Access Area C)	\$ 644.87		See NRC prices below	
**	DS3 Loop - Suburban (Access Area B)	\$ 641.70		See NRC prices below	
**	DS3 Loop - Metro (Access Area A)	\$ 565.07		See NRC prices below	
	PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology				
	a. 2-Wire Digital "ISDN Digital Subscriber Line" ("TDSL") technology				
	Access Area C- Rural	See 2-Wire Digital		See NRC prices below	
	Access Area B- Suburban	See 2-Wire Digital		See NRC prices below	
	Access Area C- Metro	See 2-Wire Digital		See NRC prices below	
	b. 2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL")				
	Access Area C- Rural	TBD		TBD	TBD
	Access Area B- Suburban	TBD		TBD	TBD
	Access Area C- Metro	TBD		TBD	TBD
	PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology				
	Access Area C- Rural	TBD		TBD	TBD
	Access Area B- Suburban	TBD		TBD	TBD
	Access Area C- Metro	TBD		TBD	TBD
	PSD #3 Capable Loop - Mid-band Symmetric Technology:				
	a. 2-Wire Mid-band Symmetric Technology				
	Access Area C- Rural	\$ 10.90		See NRC prices below	
	Access Area B- Suburban	\$ 10.90		See NRC prices below	
	Access Area C- Metro	\$ 10.90		See NRC prices below	
	b. 4-Wire Mid-band Symmetric Technology				
	Access Area C- Rural	\$ 24.45		See NRC prices below	
	Access Area B- Suburban	\$ 24.45		See NRC prices below	
	Access Area C- Metro	\$ 24.45		See NRC prices below	
	PSD #4 Capable Loop - 2 Wire High-band Symmetric Technology				
	Access Area C- Rural	TBD		TBD	TBD
	Access Area B- Suburban	TBD		TBD	TBD
	Access Area C- Metro	TBD		TBD	TBD
	PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology				
	Access Area C- Rural	\$ 10.90		See NRC prices below	
	Access Area B- Suburban	\$ 10.90		See NRC prices below	
	Access Area C- Metro	\$ 10.90		See NRC prices below	
	PSD #7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology				
	Access Area C- Rural	TBD		TBD	TBD
	Access Area B- Suburban	TBD		TBD	TBD
	Access Area C- Metro	TBD		TBD	TBD
	Loop Qualification Process	TBD		TBD	NA

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
DSL Conditioning Options					
	Removal of Repeater Option	TBD		TBD	TBD
	Removal of Bridged Taps and Repeaters	TBD		TBD	TBD
	Removal Bridged Tap Option	TBD		TBD	TBD
	Removal of Bridged Taps and Load Coils	TBD		TBD	TBD
	Removal of Load Coil Option	TBD		TBD	TBD
	Conditioning of loops over 17.5 kft Option	ICB		TBD	TBD
Loop Non-Recurring Charges (Excluding DS3)					
	Bus Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 16.50	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 16.50	N/A
	Bus Line Connection	N/A		\$ 40.10	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 16.50	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 16.50	N/A
	Res Line Connection	N/A		\$ 40.10	N/A
DS3 Loop Non-Recurring Charges					
**	Administrative	N/A		\$ 181.09	N/A
**	Design & Central Office	N/A		\$ 564.31	N/A
**	Customer Connection	N/A		\$ 201.10	N/A
Loop Cross Connects					
**	DS3 C.O. Cross-Connect to Collocation	\$ 20.54		\$ -	\$ -
Local Switching					
	Per Originating MOU (statewide)	\$ 0.003451		NA	NA
	Customized Routing per Line Class Code, per switch	NA		\$ 218.98	
Port Charge Per Month					
	Analog Line Port	\$ 6.25		\$ 54.27	\$ 54.27
	Analog Residence Only Line Port (Wisconsin Only)	\$ 3.71		\$ 54.27	\$ 54.27
	Ground Start Port	\$ 6.88		\$ 54.27	\$ 54.27
	Analog DID Trunk Port	\$ 13.84		\$ 54.27	\$ 54.27
	ISDN BRI Port	\$ 34.17		\$ 54.27	\$ 54.27
	ISDN PRI Port	\$ 172.28		\$ 675.82	\$ 675.82
	Digital Trunking Trunk Port	\$ 112.14		\$ 675.82	\$ 675.82
	DS1 Trunk Port	\$ 110.06		\$ 675.82	\$ 675.82
	Centrex Basic Line Port	\$ 10.83		\$ 54.27	\$ 54.27
	Centrex ISDN BRI Port	\$ 55.38		\$ 54.27	\$ 54.27
	Centrex EKL Line Port	\$ 33.21		\$ 54.27	\$ 54.27
	Centrex Attendant Console Line Port	\$ 107.02		\$ 108.54	\$ 108.54
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion	NA		\$ 17.66	\$ 17.66
	Service Order - Trunk Port, per occasion	NA		\$ 348.43	\$ 348.43
	Service Order - Record Order, per occasion	NA		\$ 15.34	\$ 15.34
	Conversion from one port type to another, per each port changed	NA		\$ 50.60	\$ 50.60
Switch Port Cross Connects					
	Analog Line Port to Collocation	\$ 0.19		NA	NA
	Analog Residence Only Line Port to Collocation	\$ 0.19		NA	NA
	Ground Start Port to Collocation	\$ 0.19		NA	NA
	Analog DID Trunk Port to Collocation	\$ 0.52		NA	NA
	ISDN BRI Port to Collocation	\$ 0.19		NA	NA
	ISDN PRI Port to Collocation	\$ 0.52		NA	NA
	Digital Trunking Trunk Port to Collocation	\$ 0.52		NA	NA
	DS1 Trunk Port to Collocation	\$ 0.52		NA	NA
	Centrex Basic Line Port to Collocation	\$ 0.19		NA	NA
	Centrex ISDN BRI Port to Collocation	\$ 0.19		NA	NA
	Centrex EKL Line Port to Collocation	\$ 0.19		NA	NA

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING			
		Monthly		Initial	Additional
	Centrex Attendant Console Line Port to Collocation	\$ 0.19		NA	NA
Tandem Switching					
	per minute of use (without Tandem Trunks)	\$ 0.000674		NA	NA
Interim Shared Transport					
		USAGE			
	Per Originating Minute of Use (statewide)	\$ 0.003928			
	Access Credit per ULS-IST port per month	\$ 1.19			
Dedicated Transport					
	Entrance Facility:				
DS1	Zone 1	\$ 69.09		NA	NA
	Zone 2	\$ 69.09		NA	NA
	Zone 3	\$ 69.09		NA	NA
DS3	Zone 1	\$ 1,005.93		NA	NA
	Zone 2	\$ 1,005.93		NA	NA
	Zone 3	\$ 1,005.93		NA	NA
OC3	All Zones	\$ 456.36		NA	NA
OC12	All Zones	\$ 720.09		NA	NA
OC48	All Zones	\$ 3,111.65		NA	NA
Interoffice Transport:					
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 15.69		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 2.41		NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 173.23		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 36.20		NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 371.20		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 261.37		NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 635.43		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 467.09		NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,522.30		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 403.40		NA	NA
Multiplexing					
	DS1 to Voice Grade	\$ 298.31		NA	NA
	DS3 to DS1	\$ 383.00		NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 606.97		NA	NA
	Add/Drop Function				
	- Per DS3 Add or Drop	\$ 140.96		NA	NA
	- Per DS1 Add or Drop	\$ 43.54		NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 667.13		NA	NA
	Add/Drop Function				
	- Per OC3 Add or Drop	\$ 196.36		NA	NA
	- Per DS3 Add or Drop	\$ 42.58		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 770.56		NA	NA
	Add/Drop Function				
	- Per OC12 Add or Drop	\$ 391.22		NA	NA
	- Per OC3 Add or Drop	\$ 180.31		NA	NA
	- Per DS3 Add or Drop	\$ 63.77		NA	NA
Dedicated Transport Cross Connects					
DS1		\$ 0.52		NA	NA
DS3		\$ 0.96		NA	NA
OC3		\$ 103.01		NA	NA
OC12		\$ 542.96		NA	NA
OC48		\$ 1,218.40		NA	NA

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
Digital Cross-Connect System					
	DCS Port Charge				
	DS1	ICB		ICB	NA
	DS3	ICB		ICB	NA
	DCS Establishment Charge	ICB		ICB	NA
	Database Modification Charge	ICB		ICB	NA
	Reconfiguration Charge	ICB		ICB	NA
Dedicated Transport Network Reconfiguration Service (NRS)					
On rates, terms and conditions specified in FCC Tariff No. 2					
Dedicated Transport Optional Features & Functions					
	DS1	Clear Channel Capability - Per 1.544 Mbps Circuit Arranged		\$ 371.79	NA
	OC3	1+1 Protection - Per OC3 Entrance Facility		\$ 55.75	NA
		1+1 Protection with Cable Survivability - Per OC3 Entrance Facility		\$ 55.75	\$ 2,640.45
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC3 Entrance Facility		\$ 55.75	NA
		- (2) Per Quarter Route Mile		\$ 75.75	NA
	OC12	1+1 Protection - Per OC12 Entrance Facility		\$ 275.82	NA
		1+1 Protection with Cable Survivability - Per OC12 Entrance Facility		\$ 275.82	\$ 2,640.45
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC12 Entrance Facility		\$ 275.82	NA
		- (2) Per Quarter Route Mile		\$ 67.73	NA
	OC48	1+1 Protection - Per OC48 Entrance Facility		\$ 1,056.21	NA
		1+1 Protection with Cable Survivability - Per OC48 Entrance Facility		\$ 1,056.21	\$ 2,640.45
		1+1 Protection with Route Survivability (1 & 2 below apply)			
		- (1) Per OC48 Entrance Facility		\$ 1,056.21	NA
		- (2) Per Quarter Route Mile		\$ 88.17	NA
Dedicated Transport Installation & Rearrangement Charges					
	DS1	Administration Charge - Per Order		NA	\$ 346.87
		Design & Central Office Connection Charge - Per Circuit		NA	\$ 543.46
		Carrier Connection Charge - Per Order		NA	\$ 516.53
	DS3	Administration Charge - Per Order		NA	\$ 266.67
		Design & Central Office Connection Charge - Per Circuit		NA	\$ 578.43
		Carrier Connection Charge - Per Order		NA	\$ 345.33
	OC3	Administration Charge - Per Order		NA	\$ 106.14
		Design & Central Office Connection Charge - Per Circuit		NA	\$ 436.76
		Carrier Connection Charge - Per Order		NA	\$ 828.62
	OC12	Administration Charge - Per Order		NA	\$ 106.14
		Design & Central Office Connection Charge - Per Circuit		NA	\$ 436.76
		Carrier Connection Charge - Per Order		NA	\$ 828.62
	OC48	Administration Charge - Per Order		NA	\$ 106.14
		Design & Central Office Connection Charge - Per Circuit		NA	\$ 436.76
		Carrier Connection Charge - Per Order		NA	\$ 828.62
Line Information Database - LIDB		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.016050	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)	\$ 0.000014	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.016050	(per query)	NA	NA
	Query Transport (Local STP Access Validation)	\$ 0.000168	(per query)	NA	NA
	CNAM Query (Regional STP Access Includes SMS)	\$ 0.012000	(per query)	NA	NA
	CNAM Query (Local STP Access Includes SMS)	\$ 0.012000	(per query)	NA	NA
	Service Order Cost	NA		\$ 25.00	NA
	Service Establishment Charge	NA		NA	NA
	LIDB Data Storage & Administration				
	Manual Update	NA		\$ 2.00	(Per Update)

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRAIS TELECOM, INC.

WISCONSIN		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING			
		Monthly		Initial	Additional
800 Database		USAGE			
	Toll Free Database Query (Regional STP Access)	\$ 0.001298	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000169	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001452	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000322	(per query)		
SS7					
SS7 Links - Cross Connects					
	STP to Collocators Cage - DS0	See Dedicated Transport			
	STP to Collocators Cage- DS1	See Dedicated Transport			
	STP to SWBT MDF - DS0	See Dedicated Transport			
	STP to SWBT DSX Frame-DS1	See Dedicated Transport			
SS7 Links					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	STP Port	\$ 347.17			\$ 628.12
SS7 Signalling		USAGE			
	Signal Switching/IAM msg	\$ 0.000184			
	Signal Transport/IAM msg	\$ 0.000133			
	Signal Formulation/IAM msg	\$ 0.000342			
	Signal Tandem Switching/IAM msg	\$ 0.000458			
	Signal Switching/TCAP msg	\$ 0.000152			
	Signal Transport/TCAP msg	\$ 0.000090			
	Signal Formulation/TCAP msg	\$ 0.000333			
	Point Code Addition	N/A			\$ 22.94
	Global Title Translation Addition	N/A			\$ 12.33
	Record				
	Disconnect				
Unbundled Switch Port - Vertical Features					
Analog Line Port Features (per feature per port):					
	Call Waiting	\$ -			
	Call Forwarding Variable	\$ -			
	Call Forwarding Busy Line	\$ -			
	Call Forwarding Don't Answer	\$ -			
	Three-Way Calling	\$ -			
	Speed Calling - 8	\$ -			
	Speed Calling - 30	\$ -			
	Auto Callback/Auto Redial	\$ -			
	Distinctive Ring/Priority Call	\$ -			
	Selective Call Rejection/Call Blocker	\$ -			
	Auto Recall/Call Return	\$ -			
	Selective Call Forwarding	\$ -			
	Calling Number Delivery	\$ -			
	Calling Name Delivery	\$ -			
	Calling Number/Name Blocking	\$ -			
	Anonymous Call Rejection (to date only available in Texas)	\$ -			
	Remote Access to Call Forwarding (RACF)				
Analog Line Port Features:		\$ -			
	Personalized Ring (per arrangement per port)	\$ -			
	Hunting Arrangement (per arrangement)				
ISDN BRI Port Features (per B Channel, unless noted)		\$ -			
	CSV/CSD per ISDN BRI port (required/provided)				
Basic Electronic Key Terminal Service (EKTS)					
Basic EKTS provides:					

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN	AIT Generic Rates			
	AIT RECURRING		AIT NON-REC.	
	Monthly		Initial	Additional
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				
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				
Call Forwarding Don't Answer				
Call Forwarding Interface Busy				
Call Forwarding Variable				
Calling Number Delivery				
Hunt Group for CSD				
Hunt Group for CSV				
Message Waiting Indicator				
Secondary Only Telephone Number				
Three Way Conference Calling				
ISDN PRI Port Features				
Backup D Channel				
Calling Number Delivery				
Dynamic Channel Allocation				
DID #s - see Analog DID Trunk Port Features				
Analog Trunk Port Features (per feature per port)				
DID #s - per telephone number	\$	0.01		
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		\$	469.62 NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$	469.62 NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$	469.62 NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	\$ 62.40
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		NA	\$ 62.40
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	\$ 62.40
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only sy	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only sy	NA		NA	NA

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
Analog Line Port (ALP) Features for Unbundled Centrex					
Standard feature initialization per Analog Line Port		\$	-	\$	228.75
Individual Features (per feature per port):		\$	374.80	NA	
Automatic Callback Calling/Business Group Callback					
Call Forwarding Variable/Business Group Call Forwarding Variable					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Call Waiting - Intragroup/Business Group Call Waiting					
Call Waiting - Originating					
Call Waiting - Terminating					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing and Call Waiting Tone					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
ISDN BRI Port Features for Unbundled Centrex					
Circuit Switched Voice (CSV)/(CSD) per BRI					
Standard feature initialization per Centrex System		\$	374.80	NA	
Individual features (per feature per B Channel)					
Additional Call Offering for CSV					
Automatic Callback Calling					
Call Forwarding Busy Line					
Call Forwarding Don't Answer					
Call Forwarding Variable					
Call Hold					
Call Pickup					
Call Transfer - All Calls					
Class of Service Restriction - Fully Restricted					
Class of Service Restriction - Semi Restricted					
Class of Service Restriction - Toll Restricted					
Consultation Hold					
Dial Call Waiting					
Directed Call Pickup - Non Barge In					
Directed Call Pickup - With Barge In					
Distinctive Ringing					
Hunting Arrangement - Basic					
Hunting Arrangement - Circular					
Speed Calling Personal (short list)					
Three Way Calling					
Custom Access Treatment Code (TX only)					
Denied Origination (TX only)					
Denied Termination (TX only)					
Intercom Dialing (TX only)					
** The Parties acknowledge and agree that the DS3 Loop rates and DS3 C.O. Cross Connect rates set forth above are Interim rates, subject to true-up as final cost studies become available.					

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
RESALE					
		RESALE DISCOUNTS			
BUSINESS		RECURRING	ON-RECURRING		
LOCAL EXCHANGE SERVICE					
Business 1 Party		17.50%	27.50%		
Business - Measured		17.50%	27.50%		
Customer Operated Pay Telephone (COPT)		17.50%	27.50%		
EXPANDED LOCAL CALLING					
Extended Area Service		20.00%	20.00%		
VERTICAL SERVICES					
Anonymous Call Rejection		25.00%	25.00%		
Repeat Dialing (Auto Redial)		25.00%	25.00%		
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		25.00%	25.00%		
Call Blocker		25.00%	25.00%		
Call Forwarding		25.00%	25.00%		
Call Forwarding - Busy Line		25.00%	25.00%		
Call Forwarding - Busy Line/Don't Answer		25.00%	25.00%		
Call Forwarding - Don't Answer		25.00%	25.00%		
Automatic CallBack (Call Return)		25.00%	25.00%		
Automatic CallBack-Per Use (Call Return - Usage Sensitive)		25.00%	25.00%		
Call Trace		25.00%	25.00%		
Call Waiting		25.00%	25.00%		
Caller ID With Name (Calling Name)		25.00%	25.00%		
Caller ID (Calling Number)		25.00%	25.00%		
MultiRing Service -1 (Personalized Ring -1 Dependent Number)		25.00%	25.00%		
MultiRing Service -2 (Personalized Ring - 2 Dependent Numbers)		25.00%	25.00%		
Remote Access to Call Forwarding (Grandfathered)		0.00%	0.00%		
Selective Call Forwarding		0.00%	0.00%		
Multi-Path Call Forwarding (Simultaneous Call Forwarding)		25.00%	25.00%		
Remote Call Forwarding-Per Feature		25.00%	25.00%		
RCF, Interstate, Interexchange		25.00%	25.00%		
RCF, Intrastate		25.00%	25.00%		
RCF, Interstate, International		25.00%	25.00%		
RCF, Intrastate, Interexchange		25.00%	25.00%		
RCF to 800		25.00%	25.00%		
RCF Additional		25.00%	25.00%		
Speed Calling 8		25.00%	25.00%		
Speed Calling 30		25.00%	25.00%		
Three Way Calling		25.00%	25.00%		
Call Screening		25.00%	25.00%		
Busy Line Transfer		25.00%	25.00%		
Alternate Answer		25.00%	25.00%		
Message Waiting - Tone		25.00%	25.00%		
Easy Call		25.00%	25.00%		
Prime Number Service		25.00%	25.00%		
AMERITECH Privacy Manager		25.00%	25.00%		
Name and Number Delivery Service		25.00%	25.00%		
DID					
DID		15.00%	15.00%		
TRUNKS					
Trunk		17.50%	17.50%		
AIN					
Area Wide Networking		25.00%	25.00%		
Ameritech Switch Alternate Routing (ANSAR)		25.00%	25.00%		

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN	AIT Generic Rates			
	AIT RECURRING		AIT NON-REC.	
	Monthly		Initial	Additional
Ameritech Customer Location Alternate Routing (ACLAR)	25.00%	25.00%		
OTHER				
Grandfathered Services	0.00%	0.00%		
Promotions (Greater than 90 days)	25.00%	25.00%		
TouchTone (Business)	25.00%	25.00%		
TouchTone (Trunk)	25.00%	25.00%		
900/976 Call Blocking (900/976 Call Restriction)	0%	0%		
976 (976 Information Delivery Service)	0%	0%		
Access Services (See Access Tariff)	0%	0%		
Additional Directory Listings	15.00%	15.00%		
Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%		
Connection Services	25.00%	25.00%		
Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%		
Shared Tenant Service	0%	0%		
ISDN				
ISDN	9.75%	9.75%		
DIRECTORY ASSISTANCE SERVICES				
Directory Assistance Services	15.00%	15.00%		
Local Operator Assistance Service	15.00%	15.00%		
TOLL				
TOLL	25.00%	25.00%		
OPTIONAL TOLL CALLING PLANS				
Optional Toll Calling Plans	25.00%	25.00%		
CENTREX (PLEXAR)				
Ameritech Centrex Service ACS	25.00%	25.00%		
Ameritech Centrex Network Manager	0.00%	0.00%		
PRIVATE LINE				
Analog Private Lines	8.00%	8.00%		
Private Line Channel Services	8.00%	8.00%		
RESIDENCE	RESALE DISCOUNTS			
LOCAL EXCHANGE SERVICE	RECURRING	NON-RECURRING		
Life Line	0.00%	0.00%		
Residence 1 Party	14.50%	25.00%		
Residence Measured	14.50%	25.00%		
EXPANDED LOCAL CALLING				
Extended Area Service	17.50%	17.50%		
VERTICAL SERVICES				
Anonymous Call Rejection	23.00%	23.00%		
Repeat Dialing (Auto Redial)	23.00%	23.00%		
Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	23.00%	23.00%		
Call Blocker	23.00%	23.00%		
Call Forwarding	23.00%	23.00%		
Call Forwarding - Busy Line	23.00%	23.00%		
Call Forwarding - Busy Line/Don't Answer	23.00%	23.00%		
Call Forwarding - Don't Answer	23.00%	23.00%		
Automatic Call-Back (Call Return)	23.00%	23.00%		
Automatic Call-Back Per Use (Call Return - Usage Sensitive)	23.00%	23.00%		
Call Trace	23.00%	23.00%		
Call Waiting	23.00%	23.00%		
Caller ID with Name (Calling Name)	23.00%	23.00%		
Caller ID (Calling Number)	23.00%	23.00%		

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	23.00%	23.00%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	23.00%	23.00%		
	Remote Access to Call Forwarding (GF)	0.00%	0.00%		
	RCF, Interstate, Interexchange	23.00%	23.00%		
	RCF, Intrastate	23.00%	23.00%		
	RCF, Interstate, International	23.00%	23.00%		
	RCF, Intrastate, Interexchange	23.00%	23.00%		
	RCF to 800	23.00%	23.00%		
	RCF Additional	23.00%	23.00%		
	Selective Call Forwarding	23.00%	23.00%		
	Speed Calling 8	23.00%	23.00%		
	Three Way Calling	23.00%	23.00%		
	Call Screening	23.00%	23.00%		
	Busy Line Transfer	23.00%	23.00%		
	Alternate Answer	23.00%	23.00%		
	Message Waiting - Tone	23.00%	23.00%		
	Easy Call	23.00%	23.00%		
	AMERITECH Privacy Manager	23.00%	23.00%		
	Name and Number Delivery Service	23.00%	23.00%		
	ISDN				
	ISDN	9.75%	9.75%		

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
WISCONSIN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
OTHER (Resale)					
DIRECTORY ASSISTANCE SERVICES					
Directory Assistance Services		15.00%	15.00%		
Local Operator Assistance Service		15.00%	15.00%		
OTHER					
Grandfathered Services		0.00%	0.00%		
Promotions (Greater than 90 Days)		23.00%	23.00%		
TouchTone		23.00%	23.00%		
Home Services Packages		23.00%	23.00%		
900/976 Call Blocking (900/976 Call Restriction)		0%	0%		
976 (976 Information Delivery Service)		0%	0%		
Access Services (See Access Tariff)		0%	0%		
Additional Directory Listings		15.00%	15.00%		
Carrier Disconnect Service (Company Initiated Suspension Service)		0%	0%		
Connection Services		25.00%	25.00%		
Premise Services/Line Backer (Maintenance of Service Charges)		0%	0%		
Shared Tenant Service		0%	0%		
TOLL					
Toll		21.50%	21.50%		
Electronic Billing Information Data (daily usage)		\$0.00			
per message					
Local disconnect Report (LDR)					
Per WTN		\$0.00			
Line Connection Charge					
Residence			N/A		
Business			N/A		
Service Order/Service Request Charge					
Residence			\$26.25		
Business			\$31.90		
Non-Electronic (Manual) Service Order Charge					
Residence			\$9.02		
Business			\$9.02		

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
OTHER					
Directory Assistance					
	Directory Assistance, per occurrence	\$ 0.30		NA	NA
	Directory Assistance Call Completion (DACC)	\$ 0.16		NA	NA
Branding - Facility Based					
	- Branding, per trunk group	NA		\$ 850.00	NA
Directory Assistance Listings (DAL)					
Dialing Parity Listings License (DPLL)					
Basic (for local and local toll DA service)					
	- Initial Load, per listing	NA		\$ 0.030	NA
	- Updates, per listing	NA		\$ 0.030	NA
	- Monthly Fulfillment Cost	\$ 1,338.51		NA	NA
	- Non-Recurring Costs per Customer	NA		\$ 5,273.83	NA
Expanded Use (for local, local toll, and national DA service)					
	- Initial Load, per listing	NA		\$ 0.030	NA
	- Updates, per listing	NA		\$ 0.0408	NA
	- Monthly Fulfillment Cost	\$ 1,319.00		NA	NA
	- Non-Recurring Costs per Customer	NA		\$ 5,273.83	NA
Operator Services					
	Fully Automated Call Processing, per occurrence	\$ 0.15		NA	NA
	Operator Assisted Call Processing, per occurrence	\$ 0.42		NA	NA
Branding - Facility Based					
	- Branding, per trunk group	NA		\$ 850.00	NA
	Ancillary Message Billing Compensation (Per Message)	\$ 0.03		NA	NA
RECIPROCAL COMPENSATION					
Tandem Switching					
	per minute of use	\$ 0.000704		NA	NA
Shared Transport					
	Termination per Minute of Use (Statewide)	\$ 0.000188		NA	NA
	Facility per Minute, per Mile (Statewide)	\$ 0.000014		NA	NA
Local Switching					
	Per Originating or Terminating MOU (Statewide)	\$ 0.004241		NA	NA
TRANSIT SERVICE					
Tandem Switching					
	per minute of use	\$ 0.004907		NA	
Tandem Termination					
	per minute of use	\$ 0.000175		NA	
Tandem Facility					
	per minute of use	\$ 0.000012		NA	

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
COLLOCATION					
Applicable to Cageless Physical Collocation Only					
	Order Charge/Connect Order			\$ 357.75	
	Order Charge/Disconnect Order			\$ 9.37	
	COBO per Initial bay			\$ 27,566.46	
		50%		\$ 13,783.23	
		25%		\$ 6,891.62	
	COBO ea addl bay			\$ 4,765.16	
		50%		\$ 2,382.58	
		25%		\$ 1,191.29	
	CO Floor Space/bay	\$ 52.73			
Applicable to Shared Cage Physical Collocation Only					
	Order Charge per Connect Order			\$ 497.13	
	Order Charge/Disconnect order			\$ 9.37	
	COBO per initial 50 sqft			\$ 53,096.61	
		50%		\$ 26,548.31	
		25%		\$ 13,274.15	
	COBO ea addl 50 sqft			\$ 13,703.38	
		50%		\$ 6,851.69	
		25%		\$ 3,425.85	
	Enclosure 1st 50 sqft			\$ 3,370.72	
	enclosure ea addl 50 sqft			\$ 1,542.80	
	CO floor space/50 sqft	\$ 486.39			
Applicable to **100 SqFt Caged Physical Collocation Only					
	Order Charge/order			\$ 268.09	
	COBO - initial 100 sq ft			\$ 32,205.09	
		50%		\$ 16,102.55	
		25%		\$ 8,051.27	
	COBO - per add'l 100 sq ft			\$ 13,883.42	
		50%		\$ 6,941.71	
		25%		\$ 3,470.86	
	CO floor space/100 sqft	\$ 912.54			
	Node enclosure - init 100 sqft			\$ 4,808.91	
	Node enclosure - ea addl 100 sqft			\$ 1,899.17	
**50 sq ft space is available via an NSCR					
Applicable to All Physical Collocation Offerings					
	Cable Pulling Ca Vault to Node -1st ft			\$ 77.97	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.78	
	Power Delivery/Power lead			\$ 1,686.48	
	Space Reservation			\$ 680.30	
	Entrance Conduit/innerduct/ft	\$ 0.07			
	Passive bay Term (bay&Panel)/DS1 term	\$ 0.67			
	Passive bay Term (bay&Panel)/DS3 term	\$ 8.50			
	200 Conductor Block (outside node)	\$ 80.32			
	Digital Timing Source/synch signal provided	\$ 16.11			
	DS1 repeater	\$ 7.47			
	DS3 repeater	\$ 43.39			
	Security Photo ID card/card			\$ 9.25	
Applicable to All Physical & Virtual Collocation Offerings					
	Cable Vault Splicing - per initial			\$ 192.55	
	Cable Vault Splicing - per subsequent			\$ 14.27	
	Splice Testing - per Initial			\$ 44.18	
	Splice Testing - per subsequent			\$ 2.59	
	Cable Pulling MH to Cable Vault-1st ft			\$ 208.94	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 1.04	
	Diverse Riser/ft traversed			\$ 584.31	
	Power Consumption/Fuse Amp	\$ 6.43			

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

AMERITECH
 TELEPHONE COMPANY
 WISCONSIN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

WISCONSIN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	Power Msmt Billing/Customer Armt	N/A			
	Power Consumption/KWH	N/A			
	Power Msmt/Customer Armt			N/A	
	Power Msmt Engrg Charge/Existing Armt			N/A	
	200 Conductor Electrical Cross Connect Block	\$ 80.32			
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 19.12			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 59.90			
	Optical Cross-Conn panel/OCX Panel segment	\$ 7.13			
	Riser space/ft	\$ 1.39			
	Applicable to Virtual Collocation Only				
	Service Order			\$ 104.74	
	Cable Pulling-Vault to LGX Panel- 1st ft			\$ 77.97	
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.78	
	Proj Mgmt Fee - initial 7' bay			\$ 2,721.18	
	Proj Mgmt Fee - ea subs 7' bay			\$ 1,360.59	
	Proj Mgmt Fee - initial shelf			\$ 2,040.89	
	Proj Mgmt Fee - ea addl shelf			\$ 1,224.53	
	Proj Mgmt Fee - per rearrangement			\$ 1,632.71	
	Power Delivery/7' Bay			\$ 1,686.48	
	Thru Connect per DSX1 to DSX1	\$ 0.26		\$ 6.55	
	Thru Connect per OCX to OCX	\$ 1.84		\$ 6.55	
	7' bay (Co. provided/installed)/bay	\$ 47.65		\$ 367.98	
	7' bay (cust provided/installed)/bay	\$ 34.50			
	Riser Space/fiber termination	\$ 1.91			
	Digital Timing Source/timing ckt	\$ 3.21			
	Entrance Facility/ft	\$ 0.07			
	Collocator to Collocator Cross Connect Service for Interconnection (CCCSI)				
	Cable Racking/ft	\$ 5.27			
	Project Mgmt Fee			\$ 899.96	
	Premises Report				
	Premises Report			T&M	
	Note: T & M - Time and Materials				

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Loops Promotion					
2-Wire Analog Promotion			N/A	N/A	N/A
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
2-Wire Analog Promotion			N/A	N/A	N/A
ADSL Promotion					
ADSL			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
Statewide			N/A	N/A	N/A

**Wisconsin
Merger Commitment Amendments**

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

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#3B Capable Loop - Mid-band Symmetric Technology: 4-Wire Mid-Band Symmetric Technology			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 1 - Rural			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban			Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#4 Capable Loop - 2-Wire High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#5 Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology			N/A	N/A	N/A

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC		Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
Zone 1 - Rural		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
Statewide		*	Discount existing rate in underlying agreement 25%	Discount existing rate in underlying agreement 25%	N/A
PSD#6 2-Wire Very High-band Capable			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A
PSD#7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology			N/A	N/A	N/A
Zone 1 - Rural			N/A	N/A	N/A
Zone 2 - Suburban			N/A	N/A	N/A
Zone 3 - Urban			N/A	N/A	N/A

**Wisconsin
Merger Commitment Amendments**

MERGER COMMITMENT AMENDMENTS	USOC	Monthly Rate	Nonrecurring Rate First	Nonrecurring Rate Additional
UNE-P Promotion		N/A	N/A	N/A
ULS-IST Port				
Residence Basic Line Port-All Zones	UJR	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
ISDN Direct Port-All Zones	U2P	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Cross connect	CXC9X	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	NR9UU, NR9UV	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Unbundled Local Loop*				
2-Wire Analog Loop	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Service Order Charge	See Loops section of agreement	Uses existing rate in underlying agreement, if none, use generic rate	Uses existing rate in underlying agreement, if none, use generic rate	N/A
*Note: Unbundled Local Loops, when ordered in a UNE Platform, are not eligible for discount.				
*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).				