

- (1) The conduct or circumstances complained of, together with the complaining party's legal basis for asserting that a breach has occurred;
 - (2) The action believed necessary to cure the alleged breach; and
 - (3) Any other matter the complaining party desires to include in the notice.
- (b) Except as provided in Section 25.02 and subsection (c) of this section, the complaining party shall not be entitled to pursue any remedies available under this Agreement or relevant law unless such notice is given and (1) the breaching party fails to cure the breach within 30 days of such notice, if the breach is one which can be cured within 30 days, or (2) the breaching party fails to commence promptly and pursue diligently a cure of the breach, if the required cure is such that more than 30 days will be required to effect such cure; provided, however, that nothing contained in this section shall preclude either party from invoking the dispute resolution procedures set forth in Article 30 of this Agreement, or any complaint or dispute resolution procedures offered by the FCC or State Commission, at any time.
- (c) Nothing contained in this section shall preclude either party from filing a complaint or bringing suit in any court, agency, or other tribunal of competent jurisdiction to restrain or enjoin any conduct of the other party which threatens the complaining party with irreparable injury, loss or damage without first giving the notice otherwise required by subsection (b).

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

ARTICLE 26: FAILURE TO ENFORCE

26.01 No Waiver. The failure by either party to take action to enforce compliance with any of the terms or conditions of this Agreement, to give notice of any breach, or to terminate this Agreement or any license or authorization subject to this Agreement shall not constitute a waiver or relinquishment of any term or condition of this Agreement, a

waiver or relinquishment of the right to give notice of breach, or waiver or relinquishment of any right to terminate this Agreement. Notwithstanding any such failure, all terms and conditions of this Agreement and all rights of either party hereunder shall be and remain at all times in full force and effect.

ARTICLE 27: EFFECTIVE DATE, TERM, AND ELECTIVE TERMINATION

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

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

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

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

(a) Applicant may terminate this Agreement with or without cause.

(b) The parties acknowledge that the Pole Attachment Act, 47 U.S.C. §224(e), as added by the Telecommunications Act of 1996, expressly directs the FCC to promulgate new regulations governing charges to telecommunications carriers for access to poles, ducts, conduits, and rights-of-way and that such new regulations are to take effect five years after the date of enactment of the Telecommunications Act of 1996 (that is, February 8, 2001). The parties further acknowledge that due to nondiscrimination requirements, it is desirable that formal attachment agreements establishing rates, terms, and conditions of access be revised simultaneously, to the extent possible. Accordingly, the parties agree that SWBT may terminate this Agreement only for cause during the period beginning with the effective date of this Agreement through February 8, 2001. Thereafter, SWBT may terminate this Agreement with or without cause, subject to the provisions of subsection (d) and Section 27.05 below.

- (c) The notice of termination shall state the effective date of termination, which date shall be no earlier than the last to occur of the following dates: the last day of the current term of this Agreement or six months after the date the notice is given.
- (d) The elective termination of this Agreement by SWBT under this section shall not require immediate removal of Applicant's facilities from poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and shall be subject to the provisions of Section 27.05 below; provided, however, that Applicant shall, within 60 days after the effective date of the termination, either initiate negotiations for continued access to SWBT's poles, ducts, conduits, and rights-of-way or remove its facilities in accordance with the provisions of Article 18 of this Agreement.

27.05 Effect of Elective Termination. Elective termination of this Agreement by Applicant, as permitted under Section 27.04 of this Agreement, shall not affect Applicant's liabilities and obligations incurred under this Agreement prior to the effective date of termination and shall not entitle Applicant to the refund of any advance payment made to SWBT under this Agreement. Elective termination of this Agreement by SWBT shall not affect SWBT's obligations to afford access to SWBT's poles, ducts, conduits, and rights-of-way owned or controlled by SWBT as required by the Pole Attachment Act, the Telecommunications Act of 1996, and other applicable laws, regulations, and commission orders.

ARTICLE 28: CONFIDENTIALITY OF INFORMATION

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

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

28.03 Permitted Uses of Applicant's Confidential Information. Notwithstanding the provisions of Sections 28.01 and 28.02 above, SWBT and persons acting on SWBT's behalf may utilize Applicant's confidential or proprietary information for the following purposes: (a) posting information, as necessary, to SWBT's outside plant records; (b) placing, constructing, installing, operating, utilizing, maintaining, monitoring, inspecting, repairing, relocating, transferring, conveying, removing, or managing SWBT's poles, ducts, conduits, and rights-of-way and any SWBT facilities located on, within, or in the vicinity of such poles, ducts, conduits, and rights-of-way; (c) performing SWBT's obligations under this Agreement and similar agreements with third parties; (d) performing SWBT's general obligations to afford nondiscriminatory access to telecommunications carriers and cable television systems under the Pole Attachment Act; (e) determining which of SWBT's poles, ducts, conduits, and rights-of-way are (or may in the future be) available for SWBT's own use, and making planning, engineering, construction, and budgeting decisions relating to SWBT's poles, ducts, conduits, and rights-of-way; (f) preparing cost studies; (g) responding to regulatory requests for information; (h) maintaining SWBT's financial accounting records; and (i) complying with other legal requirements relating to poles, ducts, conduits, and rights-of-way.

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

28.05 Defense of Claims. In the event of a dispute between SWBT and any person or entity, including Applicant, concerning SWBT's performance of this Agreement, satisfaction of obligations under similar agreements with third parties, compliance with the Pole Attachment Act, compliance with the Telecommunications Act of 1996, or compliance with other federal, state, or local laws, regulations, commission orders, and the like, SWBT may utilize confidential or proprietary information submitted by Applicant in connection with this Agreement as may be reasonable or necessary to demonstrate compliance, protect itself from allegations of wrongdoing, or comply with subpoenas, court orders, or reasonable discovery requests; provided, however, that SWBT shall not disclose Applicant's proprietary or confidential information without first, at SWBT's option: (a) obtaining an agreed protective order or nondisclosure agreement that

preserves the confidential and proprietary nature of Applicant's information; (b) seeking such a protective order as provided by law if no agreed protective order or nondisclosure agreement can be obtained; or (c) providing Applicant notice of the subpoena, demand, or order and an opportunity to take affirmative steps of its own to protect such proprietary or confidential information.

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

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

ARTICLE 29: NOTICES

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

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

telephonic document transfer after 5:00 p.m. local time of the recipient shall be deemed given on the following day.

- (d) Notices to Applicant shall be sent to the authorized agent or attorney designated below:

Name: Clay Arendes

Title: Vice President and General Counsel

Firm: Vectris Telecom, Inc.

Address: 5000 Plaza on the Lake, Suite 305

City/State/Zip: Austin, TX 78746

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

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

29.03 Changes in Notice Requirements. Either party may, from time to time, change notice addressees and addresses by giving written notice of such change to the

other party. Such notice shall state, at a minimum, the name, title, firm, and full address of the new addressee.

ARTICLE 30: DISPUTE RESOLUTION

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

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

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

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

- (a) With respect to any dispute subject to the provisions of this article, either party may initiate negotiation proceedings by writing a certified or registered letter to the other party setting forth the particulars of the dispute, the terms of the Agreement that are involved, and a suggested resolution of the problem.
- (b) The recipient of the letter shall respond within 21 days to the proposed solution. The recipient shall either agree to the proposed solution or explain its disagreement.
- (c) If the correspondence does not resolve the dispute, each party, at the request of either party, will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve the dispute. The location, form, frequency, duration, and conclusion of these

discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations.

- (d) Discussions and correspondence among the representatives as provided by this section are for purposes of settlement, are exempt from discovery and production, and shall not be admissible in arbitration, judicial, regulatory, or other proceedings in any forum.

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

- (a) If agreed to by the parties, the dispute shall be referred to the nearest office of the American Arbitration Association, or such other mediator as may be selected by agreement of the parties, for mediation, that is, an informal, non-binding conference or conferences between the parties in which a mediator will seek to guide the parties to a resolution of the dispute.
- (b) If the dispute is referred to the American Arbitration Association, the parties are free to select any mutually acceptable panel member from the list of mediators at the American Arbitration Association. If the parties cannot agree or have no particular choice of a mediator and simply request that the American Arbitration Association assign a mediator to the dispute, then a list and resumes of available mediators, numbering one more than there are parties, will be sent to the parties, each of whom may strike one name leaving the remaining name as the mediator. If more than one name remains, the designated mediator shall be selected by the Administrator of the American Arbitration Association from the remaining names.
- (c) Mediation sessions shall be private.
- (d) All records, reports or other documents considered by the mediator shall be confidential.
- (e) The parties agree that the mediator shall not be compelled to divulge confidential materials or to testify about the mediation in arbitration, regulatory, judicial, or other proceedings in any forum.

- (f) The parties agree to maintain the confidentiality of the mediation and shall not rely on, or introduce as evidence in any arbitration, judicial, or other proceeding:
 - (1) Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
 - (2) Admissions made by the other party during the mediation proceedings;
 - (3) Proposals made or views expressed by the mediator; or
 - (4) The fact that the other party had or had not indicated willingness to accept a proposal for settlement made by the mediator.
- (g) Subsections (e) and (f) of this section shall apply to anything said, done or occurring in the course of the mediation, including any private caucus or discussions between the mediator and any party or counsel before or after the joint mediation session. There shall be no stenographic record of the mediation process, except to memorialize a settlement record.
- (h) The mediation process shall be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. All conduct, statements, promises, offers, views, and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential and, where appropriate, are to be considered work product and privileged. Such conduct, statements, promises, offers, views, and opinions shall not be subject to discovery or admissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence otherwise subject to discovery or admissible is not excluded from discovery or admission in evidence simply as a result of its having been used in connection with this settlement process.

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

- (a) Either party may demand such arbitration in accordance with the procedures set out in the Commercial Arbitration Rules.
- (b) Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this subsection.
 - (1) Each party may submit in writing to any other party, and such other party shall so respond, to a maximum of any combination of 35 of the following: interrogatories, document production requests, and requests for admissions. The interrogatories, document production requests, and requests for admissions shall not have subparts.
 - (2) Additional discovery may be permitted upon mutual agreement of the parties or upon order of the arbitrator on a showing of good cause.
- (c) The arbitrator shall control the scheduling so as to process the matter expeditiously. The times set forth in this subsection shall apply unless extended upon mutual agreement of the parties or by the arbitrator on a showing of good cause.
 - (1) The arbitration hearing shall commence within 60 days of the demand for arbitration and shall be held, in the absence of agreement by the parties to a different venue, in Topeka, Kansas.
 - (2) The parties shall submit written briefs five days before the hearing.
 - (3) The arbitrator shall rule on the dispute by issuing a written opinion within 30 days after the close of hearings.
 - (4) The arbitrator shall have no authority to order punitive or consequential damages.
 - (5) Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

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

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

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

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

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

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

ARTICLE 32: GENERAL PROVISIONS

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

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

32.03 Amendments Shall Be in Writing. Except as otherwise specifically provided to the contrary by other provisions of this Agreement, the terms and conditions of this Agreement shall not be amended, changed or altered except in writing and with approval by authorized representatives of both parties.

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

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

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

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

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

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

32.10 Changes in the Law. Because the primary purpose of this Agreement is to provide access to poles, ducts, conduits, and rights-of-way in accordance with the Pole Attachment Act, as amended by the Telecommunications Act of 1996 and subsequent amendments, the parties contemplate that changes in this Agreement may from time to time be necessary or desirable to conform to changes in the Pole Attachment Act as that Act is amended, interpreted, and applied. This Agreement is based in large part on regulatory decisions by the FCC, which has jurisdiction over the rates, terms, and conditions of access to poles, ducts, conduits, and rights-of-way (except to the extent that such jurisdiction has been pre-empted by individual states) and decisions by the State

Commission. More specifically, this Agreement is based in large part on the FCC's First Interconnection Order in CC Docket No. 96-98, on FCC rules announced with the First Interconnection Order, and on Arbitration Orders by the State Commission.

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

this section shall not be construed as precluding either party from seeking appropriate relief from the FCC in connection with the parties' rights and obligations under the Pole Attachment Act. In the event of any material change in the law, each party agrees to enter into good faith negotiations to conform this Agreement to the changes in the law.

ARTICLE 33: APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

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 (KANSAS)

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>\$ 1.75</u>	<u>\$ 0.875</u>
Per pole attachment (telecommunications carriers)	<u>\$ 1.75</u>	<u>\$ 0.875</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)	\$ 0.58/ft	\$ 0.29/ft
Full duct/duct foot (telecommunications carriers)	\$ 0.58/ft	\$ 0.29/ft
Full duct/duct foot (other)	\$ N/A	\$ N/A
Half duct/duct foot (cable service only)*	\$ 0.29/ft	\$ 0.145/ft
Half duct/duct foot (telecommunications carriers)*	\$ 0.29/ft	\$ 0.145/ft
Half duct/duct foot (other)*	\$ N/A	\$ N/A

*Each inner duct is billed at the half 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) When Applicant's facilities are installed within inner duct, a single semiannual one-half 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, Applicant will pay (1) half of SWBT's charges for the project at 50 percent job completion and the remainder at 100 percent completion and (2) if outside contractors are involved, half of the total compensation to be paid to outside contractors at 50% job completion and the remainder at 100 percent completion. SWBT may, at its election, require Applicant to pay SWBT's out-of-pocket costs for materials as those costs are incurred and may require Applicant to pay outside contractor costs on the same schedule SWBT pays such outside contractors; provided, however, that this provision shall be subject to applicable rulings, if any, of the State Commission. Bills and invoices submitted by SWBT to Applicant for make-ready charges shall be due and payable 30 days after the date of the bill or invoice.
- F) Construction Inspectors. Where work is being performed on Applicant's behalf in SWBT's manholes or other portions of SWBT's conduit system by contractors approved by SWBT or by qualified personnel employed by Applicant, SWBT shall bear the entire cost of

sending construction inspectors to the site. 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 conduit system by persons other than contractors approved by SWBT or qualified personnel employed by Applicant, 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, as ordered by the State Commission.
- 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 (KANSAS)

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 (KANSAS)**

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 (KANSAS)**

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
500 E. 8th, Room 598
Kansas City, Missouri 64106
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 (KANSAS)

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 Kansas.

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 (KANSAS)

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 (KANSAS)**

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 (KANSAS)

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

Name: Gary Williams

Title: Utility Liaison Supervisor

Firm: Southwestern Bell Telephone Company

Address: 500 E. 8th, Room 690

City/State/Zip: Kansas City, Missouri 64106

APPENDIX PRICING

TABLE OF CONTENTS

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

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-KS** - As used herein, **SWBT-KS** means the applicable above listed ILEC doing business in Kansas.
- 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-KS** and CLEC will negotiate prices.
- 1.5 The following defines the zones found in the Appendix Pricing:
- | <u>Zone:</u> | <u>Rate Group</u> | <u>Description:</u> |
|--------------|-------------------|----------------------|
| Zone 1 | 1, 2, and 3 | 0-5,999 |
| Zone 2 | 4 and 5 | 6,000-99,999 |
| Zone 3 | 6, 7, and 8 | Greater than 100,000 |
- 1.6 For modifications of **SWBT-KS**'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-KS 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-KS 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-KS network, without any changes to SWBT-KS'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-KS 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-KS** 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-KS** 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-KS'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-KS 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-KS unbundled local switching, CLEC may offer to deliver the calls to the PIC at the SWBT-KS 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-KS ULS-O usage, signaling, common transport, and Tandem Office Switching for such calls. SWBT-KS 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-KS unbundled local switching.
- 4.3.2.3 If the PIC elects to use transport and Tandem Office Switching provided by SWBT-KS to deliver interLATA toll calls or

intraLATA toll calls (post Dialing Parity) that are originated by CLEC local End Users using SWBT-KS unbundled local switching, then CLEC will pay SWBT ULS-O usage and signaling only in connection with such calls. SWBT-KS 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-KS will not charge terminating access to CLEC or the IXC except that SWBT-KS may bill the IXC for terminating transport in cases where the IXC has chosen SWBT-KS 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-KS 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
KANSAS
02/17/00

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		\$ 20.49	**	\$ 10.25	**	
3			2-Wire Analog Zone 1 (Rural)	U21	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
4			2-Wire Analog Zone 2 (Suburban)	U21	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
5			2-Wire Analog Zone 3 (Urban)	U21	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	
6			Conditioning for dB loss from 8db to 5db	UL2	\$ 7.81	*	\$ 22.76	**	\$ 8.58	**	
7			4-Wire Analog Zone 1(Rural)	U4H	\$ 41.76	*	\$ 305.90	**	\$ 117.05	**	
8			4-Wire Analog Zone 2 (Suburban)	U4H	\$ 23.94	*	\$ 305.90	**	\$ 117.05	**	
9			4-Wire Analog Zone 3 (Urban)	U4H	\$ 19.44	*	\$ 305.90	**	\$ 117.05	**	
10			2-Wire Digital Zone 1(Rural)	U2Q	\$ 40.69	*	\$ 181.75	**	\$ 94.80	**	
11			2-Wire Digital Zone 2 (Suburban)	U2Q	\$ 29.50	*	\$ 181.75	**	\$ 94.80	**	
12			2-Wire Digital Zone 3 (Urban)	U2Q	\$ 32.66	*	\$ 181.75	**	\$ 94.80	**	
13			4-Wire Digital Zone 1(Rural)	U4D1X	\$ 88.48	*	\$ 136.63	**	\$ 53.94	**	
14			4-Wire Digital Zone 2 (Suburban)	U4D1X	\$ 70.26	*	\$ 136.63	**	\$ 53.94	**	
15			4-Wire Digital Zone 3 (Urban)	U4D1X	\$ 64.78	*	\$ 136.63	**	\$ 53.94	**	
16			DS3 Loop Zone 1 (Rural)	under development	\$ 763.21	***	\$ 630.60	***	\$ 275.73	***	
17			DS3 Loop Zone 2 (Suburban)	under development	\$ 713.31	***	\$ 630.60	***	\$ 275.73	***	
18			DS3 Loop Zone 3 (Urban)	under development	\$ 645.60	***	\$ 630.60	***	\$ 275.73	***	
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	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
23			PSD #1 Capable Loop: b) 2-wire Copper - Zone 2 (Suburban)	2SLAX	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
24			PSD #1 Capable Loop: b) 2-wire Copper - Zone 3 (Urban)	2SLAX	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	
25			PSD #2 2-Wire Capable Loop - Zone 1 (Rural)	2SLCX	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
26			PSD #2 2-Wire Capable Loop - Zone 2 (Suburban)	2SLCX	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
27			PSD #2 2-Wire Capable Loop - Zone 3 (Urban)	2SLCX	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
28			PSD #3 Capable Loop: a) 2-Wire - Zone 1 (Rural)	2SLBX	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
29			PSD #3 Capable Loop: a) 2-Wire - Zone 2 (Suburban)	2SLBX	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
30			PSD #3 Capable Loop: a) 2-Wire - Zone 3 (Urban)	2SLBX	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	
31			PSD #3 Capable Loop: b) 4-Wire - Zone 1 (Rural)	4SL1X	\$ 41.76	*	\$ 305.90	**	\$ 117.05	**	
32			PSD #3 Capable Loop: b) 4-Wire - Zone 2 (Suburban)	4SL1X	\$ 23.94	*	\$ 305.90	**	\$ 117.05	**	
33			PSD #3 Capable Loop: b) 4-Wire - Zone 3 (Urban)	4SL1X	\$ 19.44	*	\$ 305.90	**	\$ 117.05	**	
34			PSD #4 2-Wire Capable Loop - Zone 1 (Rural)	2SLDX	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
35			PSD #4 2-Wire Capable Loop - Zone 2 (Suburban)	2SLDX	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
36			PSD #4 2-Wire Capable Loop - Zone 3 (Urban)	2SLDX	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	
37			PSD #5 2-wire Capable Loop - Zone 1 (Rural)	U2F	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
38			PSD #5 2-wire Capable Loop - Zone 2 (Suburban)	U2F	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
39			PSD #5 2-wire Capable Loop - Zone 3 (Urban)	U2F	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	
40			PSD #7 2-wire Capable Loop - Zone 1 (Rural)	2SLFX	\$ 23.34	*	\$ 70.00	**	\$ 29.25	**	
41			PSD #7 2-wire Capable Loop - Zone 2 (Suburban)	2SLFX	\$ 13.64	*	\$ 70.00	**	\$ 29.25	**	
42			PSD #7 2-wire Capable Loop - Zone 3 (Urban)	2SLFX	\$ 11.86	*	\$ 70.00	**	\$ 29.25	**	
43			Loop Qualification Process	NRBXU	None		\$ 15.00	**	None		
44		DSL Conditioning Options	Removal of Repeaters	NRBXV	None		\$ 328.92	**	\$ 15.73	**	
45			Incremental Removal of Repeater (> than 17.5 Kft.same location/same cable)	NRBNL	None		\$ 328.92	**	\$ 15.73	**	
46			Incremental Additional Removal of Repeater (> than 17.5 Kft.same location/different cable)	NRBNP	None		\$ 129.47	**	\$ 15.73	**	
47			Removal of Bridged Taps and Repeaters	NRBXH	None		\$ 838.54	**	\$ 44.12	**	
48			Incremental Removal of Bridged Taps and Repeaters (>than 17.5K same location/same cable)	NRBTV	None		\$ 574.98	**	\$ 29.93	**	
49			Incremental Additional Removal of Bridged Taps and Repeaters (>than 17.5K same location/different cable)	NRBTW	None		\$ 220.09	**	\$ 29.93	**	
50			Removal of Bridged Taps	NRBXW	None		\$ 550.63	**	\$ 28.39	**	
51			Incremental Removal of Bridged Tap (> than 17.5 Kft.same location/same cable)	NRBNK	None		\$ 275.32	**	\$ 14.19	**	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
52			Incremental Additional Removal of Bridged Tap (> than 17.5 Kft.same location/different cable)	NRBNN	None		\$ 90.63	**	\$ 14.19	**	
53			Removal of Bridged Taps and Load Coils	NRBXF	None		\$ 1,415.61	**	\$ 49.51	**	
54			Incremental Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/same Cable)	NRBM8	None		\$ 559.72	**	\$ 21.20	**	
55			Incremental Additional Removal of Load Coil & Bridge Tap (> than 17.5 Kft.same location/different Cable)	NRBM9	None		\$ 218.30	**	\$ 21.20	**	
56			Removal of Load Coils	NRBXZ	None		\$ 905.99	**	\$ 21.12	**	
57			Incremental Removal of Load Coil (> than 17.5 Kft.same location/same Cable)	NRBNJ	None		\$ 301.99	**	\$ 6.70	**	
58			Incremental Additional Removal of Load Coil (> than 17.5 Kft.same location/different Cable)	NRBNH	None		\$ 127.67	**	\$ 6.70	**	
59		DSL Cross Connects	DSL Shielded Loop to Collocation	UXRRX	\$ 1.05	*	\$ 129.40	**	TBD	**	
60			2-Wire DSL Non-Shielded Cross Connect to Collocation	UCX92	\$ 1.47	*	\$ 35.83	**	\$ 29.44	**	
61			4-Wire DSL Non-Shielded Cross Connect to Collocation	UCX94	\$ 2.95	*	\$ 41.63	**	\$ 35.73	**	
62		Loop Cross Connects	2-Wire Analog Loop to Collocation	UCXC2	\$ 1.47	*	\$ 35.83	**	\$ 29.44	**	
63			2-Wire Analog Loop to Collocation (without testing)	UCXD2	\$ 1.47	*	\$ 35.83	**	\$ 29.44	**	
64			4-Wire Analog Loop to Collocation	UCXC4	\$ 2.95	*	\$ 41.63	**	\$ 35.73	**	
65			4-Wire Analog Loop to Collocation (without testing)	UCXD4	\$ 2.95	*	\$ 41.63	**	\$ 35.73	**	
66			2-Wire Digital Loop to Collocation	(UCXC2) under development	\$ 2.10	*	\$ 19.96	**	\$ 12.69	**	
67			2-Wire Digital Loop to Collocation (without testing)	(UCXD2) under development	\$ 2.10	*	\$ 19.96	**	\$ 12.69	**	
68			4-Wire Digital Loop to Collocation	(UCXHX) under development	\$ 11.30	*	\$ 34.48	**	\$ 28.57	**	
69			DS3 C.O. Cross Connect to Collocation	under development	\$ 18.71	***	\$ 112.29	***	\$ 79.38	***	
70		Cross Connects to Point of Access (POA)	2-wire Analog Loop to POA - Method 1	under development	\$ 0.57	*	\$ 92.05	**	\$ 73.25	**	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
71			2-wire Analog Loop to POA - Method 2	under development	\$ 0.65	*	\$ 92.05	**	\$ 73.25	**	
72			2-wire Analog Loop to POA - Method 3	under development	\$ 0.77	*	\$ 92.05	**	\$ 73.25	**	
73			4-wire Analog Loop to POA - Method 1	under development	\$ 0.81	*	\$ 106.50	**	\$ 88.90	**	
74			4-wire Analog Loop to POA - Method 2	under development	\$ 0.89	*	\$ 106.50	**	\$ 88.90	**	
75			4-wire Analog Loop to POA - Method 3	under development	\$ 1.01	*	\$ 106.50	**	\$ 88.90	**	
76			2-wire Digital Loop to POA - Method 1	under development	\$ 0.57	*	\$ 92.05	**	\$ 73.25	**	
77			2-wire Digital Loop to POA - Method 2	under development	\$ 0.65	*	\$ 92.05	**	\$ 73.25	**	
78			2-wire Digital Loop to POA - Method 3	under development	\$ 0.77	*	\$ 92.05	**	\$ 73.25	**	
79			4-wire Digital Loop to POA - Method 1	under development	\$ 0.81	*	\$ 152.25	**	\$ 102.15	**	
80			4-wire Digital Loop to POA - Method 2	under development	\$ 0.89	*	\$ 152.25	**	\$ 102.15	**	
81			4-wire Digital Loop to POA - Method 3	under development	\$ 1.01	*	\$ 152.25	**	\$ 102.15	**	
82			Analog Line Port to POA - Method 1	under development	\$ 0.57	*	\$ 69.25	**	\$ 56.25	**	
83			Analog Line Port to POA - Method 2	under development	\$ 0.65	*	\$ 69.25	**	\$ 56.25	**	
84			Analog Line Port to POA - Method 3	under development	\$ 0.77	*	\$ 69.25	**	\$ 56.25	**	
85			ISDN BRI Line Port to POA - Method 1	under development	\$ 0.81	*	\$ 78.70	**	\$ 66.65	**	
86			ISDN BRI Line Port to POA - Method 2	under development	\$ 0.89	*	\$ 78.70	**	\$ 66.65	**	
87			ISDN BRI Line Port to POA - Method 3	under development	\$ 1.01	*	\$ 78.70	**	\$ 66.65	**	
88			ISDN PRI Trunk Port to POA - Method 1	under development	\$ 0.81	*	\$ 126.55	**	\$ 114.50	**	
89			ISDN PRI Trunk Port to POA - Method 2	under development	\$ 0.89	*	\$ 126.55	**	\$ 114.50	**	
90			ISDN PRI Trunk Port to POA - Method 3	under development	\$ 1.01	*	\$ 126.55	**	\$ 114.50	**	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
91			Analog DID Trunk Port to POA - Method 1	under development	\$ 1.15	*	\$ 153.15	**	\$ 135.55	**	
92			Analog DID Trunk Port to POA - Method 2	under development	\$ 1.30	*	\$ 153.15	**	\$ 135.55	**	
93			Analog DID Trunk Port to POA - Method 3	under development	\$ 1.30	*	\$ 153.15	**	\$ 135.55	**	
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	\$ 6.96	*	\$ 99.25	**	\$ 95.25	**	
98			Unbundled Dedicated Transport to POA: DS1 - Method 2	under development	\$ 7.04	*	\$ 99.25	**	\$ 95.25	**	
99			Unbundled Dedicated Transport to POA: DS1 - Method 3	under development	\$ 7.16	*	\$ 99.25	**	\$ 95.25	**	
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		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
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(Rual)	ZZULS	\$ 0.002530	*	None		None		
113			Local Switching-Per Originating or Terminating MOU Zone 2(Suburban)	ZZULS	\$ 0.001690	*	None		None		
114			Local Switching-Per Originating or Terminating MOU Zone 3(Urban)	ZZULS	\$ 0.001310	*	None		None		
115			Local Switching-SS7 Signaling per call	ZZUU7	\$ 0.0000547	*	None		None		
116		Customized Routing	Customized Routing	under development	ICB		ICB		ICB		
117		Customized Routing UNE AIN	Per query per customer line	ZZURO	\$ 0.000440	*	None		None		
118		Switch Ports	Analog Line Port	UYP	\$ 1.61	*	\$ 39.37	**	\$ 35.27	**	
119			ISDN BRI Line Port	U1P	\$ 4.83	*	\$ 6.47	**	\$ 3.53	**	
120			ISDN PRI Line Port	UJP	\$ 143.98	*	\$ 515.35	**	\$ 236.55	**	
121			Analog DID Trunk Port	U5P	\$ 9.60	*	\$ 62.00	**	\$ 62.00	**	
122			DS1 Trunk Port	U9Z	\$ 95.37	*	\$ 162.00	**	\$ 25.00	**	
123			Optional Calling Area (Two-way EAS) Additive	OPXEX	\$ 24.40	*	None		None		
124		Switch Port Cross Connects	Analog Line Port to Collocation	under development	TBD		\$ 3.22	**	\$ 3.22	**	
125			Analog DID Trunk Port to Collocation	under development	TBD		TBD		TBD		
126			ISDN BRI Line Port to Collocation	under development	TBD		\$ 3.22	**	\$ 3.22	**	
127			ISDN PRI Trunk Port to Collocation	under development	TBD		\$ 15.00	**	\$ 15.00	**	
128			DS1 Trunk Port to Collocation	(UCXD2) under development	TBD		TBD		TBD		
129		Feature Activation per Analog Line Port Type	Call Waiting	ESX	None		\$ 0.76	**	None		
130			Call Waiting ID	NWT	None		\$ 0.76	**	None		
131			Call Waiting ID Options (for end user Type 2.5 CPE)	NWL	None		\$ 0.76	**	None		
132			Call Forwarding Variable	ESM	None		\$ 0.76	**	None		
133			Call Forwarding Busy Line	EVB	None		\$ 0.76	**	None		
134			Call Forwarding Don't Answer	EVD	None		\$ 0.76	**	None		
135			Call Forwarding Busy Line Don't Answer	E5E	None		\$ 0.76	**	None		
136			Call Transfer Disconnect	FG3	None		\$ 0.76	**	None		
137			Simultaneous Call Forwarding	ESD	None		\$ 0.76	**	None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE

KANSAS

02/17/00

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
138			Remote Access to Call Forwarding	RC3	None	\$ 0.76	**	None
139			Three-Way Calling	ESC	None	\$ 0.76	**	None
140			Speed Calling 8	ESL	None	\$ 0.76	**	None
141			Speed Calling 30	ESF	None	\$ 0.76	**	None
142			Auto Callback/Auto Redial	NSQ	None	\$ 0.76	**	None
143			Distinctive Ring/Priority Call	NSK	None	\$ 0.76	**	None
144			Selective Call Rejection/Call Blocker	NSY	None	\$ 0.76	**	None
145			Auto Recall/Call Return	NSS	None	\$ 0.76	**	None
146			Selective Call Forwarding	NCE	None	\$ 0.76	**	None
147			Calling # Delivery	NSD	None	\$ 0.76	**	None
148			CNAM Delivery	NMP	None	\$ 0.76	**	None
149			Calling Number/Name Delivery Blocking/Per Ln Block	NBJ	None	\$ 0.76	**	None
150			Calling Number/Name Blocking	NSG	None	\$ 0.76	**	None
151			Anonymous Call Rejection	AYK	None	\$ 0.76	**	None
152			Customer Alerting Enablement	AWS	None	\$ 0.76	**	None
153			Toll Restriction	DH2	None	\$ 0.76	**	None
154			International Direct Dialing Blocking	NR4BK	None	\$ 0.76	**	None
155		Analog Line Port Features/per arrangement	Personalized Ring	DRS	None	\$ 1.91	**	None
156			Personalized Ring - DN1	DRS1X	None	\$ 1.91	**	None
157			Personalized Ring - DN2	DRS2X	None	\$ 1.91	**	None
158			Hunting Arrangement	NR931	None	\$ 9.60	**	None
159		Analog Line Port Features Activation per successful occurrence	Call Trace (per feature per port)	NST	None	\$ 0.76	**	None
160			Call Trace (per successful occurrence per port)	ZZUCL	\$ 6.65	*	None	None
161			Usage sensitive Call Return (per feature per port)	NV9	None	\$ 0.76	**	None
162			Usage sensitive Call Return (per occurrence)	ZZURE	\$ 0.05	*	None	None
163			Usage sensitive Auto Redial (per feature per port)	NV8	None	\$ 0.76	**	None
164			Usage sensitive Auto Redial (per occurrence)	ZZUAR	\$ 0.05	*	None	None
165			Usage sensitive Three Way Calling (per feature per port)	3UY	None	\$ 0.76	**	None
166			Usage sensitive Three Way Calling (per occurrence)	ZZU3W	\$ 0.05	*	None	None
167		ISDN BRI Basic/BRI Centrex-like & PRI Trunk Side	CSV/CSD per B channel	STHXX	None	\$ 6.47	**	None
168			Additional Call Offering for CSV per B Channel	NCO	None	\$ 4.24	**	None

UNE AECN:
RESALE AECN:
ACNA:

PAGE 7 OF 22
Last Update: xx/xx/xx

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
169			Call Forwarding Don't Answer per B Channel	NQ6	None	\$ 4.24 **	None	
170			Call Forwarding Variable per B Channel	NVF	None	\$ 4.24 **	None	
171			Three-way Conference Calling per B Channel	NZ3	None	\$ 4.24 **	None	
172		ISDN BRI Port Features Package	Basic EKTS per B Channel	FPG1X	None	\$ 5.41 **		
173			CACH EKTS per B Channel	EFV1X	None	\$ 7.20 **	None	
174		ISDN BRI Basic Individual Port Features	Call Forwarding Interface Busy	NQ5	None	\$ 4.24 **	None	
175			Calling Number Delivery	ZCN	None	\$ 4.24 **	None	
176			Hunt Group for CSD	HTKPG	None	\$ 4.24 **	None	
177			Hunt Group for CSV	GXH	None	\$ 4.24 **	None	
178			Message Waiting Indicator	NZW	None	\$ 4.24 **	None	
179			Secondary Only Telephone Number	DO6	None	\$ 4.24 **	None	
180		ISDN PRI Trunk Side Features	Backup D Channel	ZPBXD	None	\$ 35.78 **	None	
181			Calling Number Delivery	NXN	None	0.00 **	None	
182			Dynamic Channel Allocation	CCZ	None	\$ 5.84 **	None	
183		Analog Trunk Port DS1 Digital DID Trunk Port DIDTrunk Port Features	DID #s - Initial 100 #s	ND8	None	\$ 15.21 **	None	
184			DID #s - Addtl. 100 #s	ND9	None	\$ 1.34 **	None	
185			DID #s - Initial 10 #s	NDZ	None	\$ 14.11 **	None	
186			DID #s - Addtl. 10 #s	NDA	None	\$ 0.25 **	None	
187		Centrex-like System Charges	System Establishment per serving office - Analog Only	SEPUX	None	\$ 325.37 **	\$ 325.37 **	
188			System Establishment per serving office - Analog/ISDN BRI Mix	SEPUY	None	\$ 325.37 **	\$ 325.37 **	
189			System Establishment per serving office - ISDN BRI Only	SEPUU	None	\$ 389.95 **	\$ 389.95 **	
190			System Subsequent Change per service office - Analog/ ISDN BRI mixed sys or BRI only Sys & Add ISDN to existing Analog only system	NR93X	None	\$ 283.75 **	\$ 283.75 **	
191			System Subsequent Conversion per serving office - Add Analog to existing ISDN BRI only system	NR93W	None	\$ 731.45 **	\$ 731.45 **	
192		Analog Line Port & BRI Line Port Centrex -Like Features	Auto Callback Calling/Business Group Callback	RGE	None	\$ 1.76 **	None	
193			Call Forwarding Busy Line	GCE	None	\$ 1.76 **	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
194			Call Hold	6AB	None		\$ 1.76	**	None		
195			Call Pickup	E3P	None		\$ 1.76	**	None		
196			Call Transfer - All Calls	TF1PS	None		\$ 1.76	**	None		
197			Class of Service Restr. - Fully	ERSFC	None		\$ 1.76	**	None		
198			Class of Service Restr. - Semi	RQW	None		\$ 1.76	**	None		
199			Class of Service Restr. - Toll	ERSPA	None		\$ 1.76	**	None		
200			Consult. Hold	EBE	None		\$ 1.76	**	None		
201			Dial Call Waiting	WDK	None		\$ 1.76	**	None		
202			Directed Call Pickup - Non Barge in	69D	None		\$ 1.76	**	None		
203			Directed Call Pickup - With Barge in	6MD	None		\$ 1.76	**	None		
204			Distinctive Ring and Call Waiting Tone	DRJ	None		\$ 1.76	**	None		
205			Hunting Arrgmt - Basic	HRK	None		\$ 1.76	**	None		
206			Hunting Arrgmt - Circular	HCK	None		\$ 1.76	**	None		
207		Analog Line Port Centrex-Like Features	Standard feature initialization per analog port	NR935	None		\$ 0.52	**	None		
208			Call Forwarding Variable/ Business Group Call Forwarding Variable	HWJ	None		\$ 1.76	**	None		
209			Call Forwarding Don't Answer	69H	None		\$ 1.76	**	None		
210			Call Waiting - Intragroup/ Business Group Call Forwarding Variable.	NGW	None		\$ 1.76	**	None		
211			Call Waiting - Orig.	6SZ	None		\$ 1.76	**	None		
212			Call Waiting - Term.	HUH	None		\$ 1.76	**	None		
213			Speed Calling Personal	E18	None		\$ 1.76	**	None		
214			Three Way Calling	ESCPS	None		\$ 1.76	**	None		
215			Voice/Data Protection	D7N	None		\$ 1.76	**	None		
216		BRI Line Port Centrex-Like Features	Standard feature initialization per ISDN BRI Port	NR936	None		\$ 1.76	**	None		
217			Speed Calling Personal	NXG	None		\$ 1.76	**	None		
218		Tandem Switching	Tandem Switching Per Minute Of Use	ZZUTA	\$ 0.000789	*	None		None		
219		Blended Transport	Blended Transport Zone 1 (Rural)	ZZUBT	\$ 0.000475	*	None		None		
220			Blended Transport Zone 2 (Suburban)	ZZUBT	\$ 0.000429	*	None		None		
221			Blended Transport Zone 3 (Urban)	ZZUBT	\$ 0.000401	*	None		None		
222		Common Transport	Common Transport Termination Per Minute of Use Zone 1 (Rural)	ZZUCT	\$ 0.000196	*	None		None		
223			Common Transport Termination Per Minute of Use Zone 2 (Suburban)	ZZUCT	\$ 0.000171	*	None		None		
224			Common Transport Termination Per Minute of Use Zone 3 (Urban)	ZZUCT	\$ 0.000157	*	None		None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
225			Common Transport Termination Per Minute of Use Interzone	ZZUCT	\$ 0.000186	*					
226			Common Transport Facility Per Minute, Per Mile Zone 1 (Rural)	ZZUCT	\$ 0.000006	*	None		None		
227			Common Transport Facility Per Minute, Per Mile Zone 2 (Suburban)	ZZUCT	\$ 0.000003	*	None		None		
228			Common Transport Facility Per Minute, Per Mile Zone 3 (Urban)	ZZUCT	\$ 0.000001	*	None		None		
229			Common Transport Facility Per Minute, Per Mile Interzone	ZZUCT	\$ 0.000001	*					
230		Unbundled Dedicated Transport (UDT)	UDT-DS1 Entrance Facilities Zone 1 (Rural)	UENHX	\$ 240.15	**	\$ 179.60	**	\$ 76.99	**	
231			UDT-DS1 Entrance Facilities Zone 2 (Suburban)	UENHX	\$ 131.05	**	\$ 179.60	**	\$ 76.99	**	
232			UDT-DS1 Entrance Facilities Zone 3 (Urban)	UENHX	\$ 126.85	**	\$ 179.60	**	\$ 76.99	**	
233			UDT-DS3 Entrance Facilities Zone 1 (Rural)	UENJX	\$ 1,918.45	**	\$ 207.94	**	\$ 89.03	**	
234			UDT-DS3 Entrance Facilities Zone 2 (Suburban)	UENJX	\$ 1,880.00	**	\$ 207.94	**	\$ 89.03	**	
235			UDT-DS3 Entrance Facilities Zone 3 (Urban)	UENJX	\$ 1,825.85	**	\$ 207.94	**	\$ 89.03	**	
236			UDT-OC3 Entrance Facilities Zone 1 (Rural)	UENKX	ICB		ICB		ICB		
237			UDT-OC3 Entrance Facilities Zone 2 (Suburban)	UENKX	ICB		ICB		ICB		
238			UDT-OC3 Entrance Facilities Zone 3 (Urban)	UENKX	ICB		ICB		ICB		
239			UDT-OC12 Entrance Facilities Zone 1 (Rural)	UENLX	ICB		ICB		ICB		
240			UDT-OC12 Entrance Facilities Zone 2 (Suburban)	UENLX	ICB		ICB		ICB		
241			UDT-OC12 Entrance Facilities Zone 3 (Urban)	UENLX	ICB		ICB		ICB		
242			UDT-OC48 Entrance Facilities Zone 1 (Rural)	Under development	ICB		ICB		ICB		
243			UDT-OC48 Entrance Facilities Zone 2 (Suburban)	Under development	ICB		ICB		ICB		
244			UDT-OC48 Entrance Facilities Zone 3 (Urban)	Under development	ICB		ICB		ICB		
245			UDT-DS1 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNHS	\$ 51.89	*	\$ 184.84	**	\$ 118.14	**	
246			UDT-DS1 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNHS	\$ 44.59	*	\$ 184.84	**	\$ 118.14	**	
247			UDT-DS1 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNHS	\$ 40.78	*	\$ 184.84	**	\$ 118.14	**	
248			UDT-DS1 Interoffice Transport, First Mile - Interzone	ULNHS	\$ 46.86	*	\$ 184.84	**	\$ 118.14	**	
249			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNHS	\$ 1.53	*	None		None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
250			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNHS	\$ 0.72	*	None	None		
251			UDT-DS1 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNHS	\$ 0.32	*	None	None		
252			UDT-DS1 Interoffice Transport, Each Additional Mile - Interzone	ULNHS	\$ 0.35	*	None	None		
253			UDT-DS3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNJS	None	*	\$ 203.10	** \$ 135.06	**	
254			UDT-DS3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNJS	\$ 596.55	*	\$ 203.10	** \$ 135.06	**	
255			UDT-DS3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNJS	\$ 478.64	*	\$ 203.10	** \$ 135.06	**	
256			UDT-DS3 Interoffice Transport, First Mile - Interzone	ULNJS	\$ 512.30	*	\$ 203.10	** \$ 135.06	**	
257			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNJS	None	*	None	None		
258			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNJS	\$ 17.51	*	None	None		
259			UDT-DS3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNJS	\$ 12.83	*	None	None		
260			UDT-DS3 Interoffice Transport, Each Additional Mile - Interzone	ULNJS	\$ 2.85	*	None	None		
261			UDT-OC3 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNKS	None	*	ICB	ICB		
262			UDT-OC3 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNKS	\$ 1,779.28	**	ICB	ICB		
263			UDT-OC3 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNKS	\$ 1,391.54	**	ICB	ICB		
264			UDT-OC3 Interoffice Transport, First Mile - Interzone	ULNKS	\$ 1,608.67	**	ICB	ICB		
265			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNKS	None	**	ICB	ICB		
266			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNKS	\$ 51.15	**	ICB	ICB		
267			UDT-OC3 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNKS	\$ 36.86	**	ICB	ICB		
268			UDT-OC3 Interoffice Transport, Each Additional Mile - Interzone	ULNKS	\$ 8.11	**	ICB	ICB		
269			UDT-OC12 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNLS	None	**	ICB	ICB		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
270			UDT-OC12 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNLS	\$ 6,380.51	**	ICB		ICB		
271			UDT-OC12 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNLS	\$ 4,974.88	**	ICB		ICB		
272			UDT-OC12 Interoffice Transport, First Mile - Interzone	ULNLS	\$ 5,661.91	**	ICB		ICB		
273			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNLS	None	**	ICB		ICB		
274			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNLS	\$ 204.64	**	ICB		ICB		
275			UDT-OC12 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNLS	\$ 147.43	**	ICB		ICB		
276			UDT-OC12 Interoffice Transport, Each Additional Mile - Interzone	ULNLS	\$ 32.43	**	ICB		ICB		
277			UDT-OC48 Interoffice Transport, First Mile - Zone 1 (Rural)	ULNNS	None	**	ICB		ICB		
278			UDT-OC48 Interoffice Transport, First Mile - Zone 2 (Suburban)	ULNNS	\$ 25,522.00	**	ICB		ICB		
279			UDT-OC48 Interoffice Transport, First Mile - Zone 3 (Urban)	ULNNS	\$ 19,897.39	**	ICB		ICB		
280			UDT-OC48 Interoffice Transport, First Mile - Interzone	ULNNS	\$ 22,647.58	**	ICB		ICB		
281			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 1 (Rural)	ULNNS	None	**	ICB		ICB		
282			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 2 (Suburban)	ULNNS	\$ 818.57	**	ICB		ICB		
283			UDT-OC48 Interoffice Transport, Each Additional Mile - Zone 3 (Urban)	ULNNS	\$ 589.73	**	ICB		ICB		
284			UDT-OC48 Interoffice Transport, Each Additional Mile - Interzone	ULNNS	\$ 129.73	**	ICB		ICB		
285		Dedicated Transport Cross Connect	DS1 to Collocation	UCXHX	\$ 7.12	*	\$ 245.45	**	\$ 200.15	**	
286			DS3 to Collocation	UCXJX	\$ 23.61	*	\$ 171.20	**	\$ 125.90	**	
287			OC3 to Collocation	UCXNX	\$ 2.41	**	ICB		ICB		
288			OC12 to Collocation	(UCXNX) under development	\$ 2.41	**	ICB		ICB		
289			OC48 to Collocation	(UCXNX) under development	\$ 2.41	**	ICB		ICB		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
290		Network Reconfiguration Service	DSO DS1 Port	UDUDX	\$ 45.14	*	\$ 43.00	**	None		
291			DSO DS3 Port	(UDU3X) under development	\$ 490.05	*	\$ 32.00	**	None		
292			DCS Establishment	SEPU3	None		\$ 1,722.00	**	None		
293			Database Modification	NR9U4	None		\$ 80.00	**	None		
294		Multiplexing	DS1 to VG	UM4BX	\$ 119.03	*	\$ 288.90	**	\$ 187.70	**	
295			DS3 to DS1	UM4AX	\$ 359.83	*	\$ 1,736.35	**	\$ 1,202.10	**	
296		SS7	SS7 Link Cross Connect - DS0	5-state billed in IBIS	\$ 47.33	*	\$ 100.52	**	\$ 82.47	**	
297			SS7 Link Cross Connect - DS1	5-state billed in IBIS	\$ 34.13	*	\$ 90.52	**	\$ 72.48	**	
298			STP to SWBT MDF - DSO	5-state billed in IBIS	\$ 47.33	*	\$ 100.03	**	\$ 81.99	**	
299			STP to SWBT DSX Frame-DS1	5-state billed in IBIS	\$ 34.13	*	\$ 90.52	**	\$ 72.48	**	
300			STP Port Termination	IBIS billed	\$ 929.08	*	\$ 162.27	**	None		
301			STP Access Link-1.544 Mbps	IBIS billed	See Dedicated Transport		None		None		
302			STP Access Link-56.Kbps (fixed)	IBIS billed	\$ 100.16	*	None		None		
303			STP Access Link-56.Kbps (per mile)	IBIS billed	\$ 0.91	*	None		None		
304			SS7 Transport per Octet	IBIS billed	\$ 0.0000002	*	None		None		
305			Signaling Point Code Addition	IBIS billed	None		\$ 17.31	**	None		
306			Global Title Translation Addition (GTT)	Under development	None		\$ 7.63	**	None		
307		Line Information Database (LIDB)	Validation Query (Includes SMS & Sleuth)	not applicable	\$ 0.007144	*	None		None		
308			OLNS Query (Includes SMS)		\$ 0.005500	*	None		None		
309			CNAM Query (Includes SMS)	not applicable	\$ 0.000554	*	None		None		
310			Query Transport (Applies to Valadation, OLNS & CNAM)	not applicable	\$ 0.000032	*	None		None		
311			Service Order Cost	not applicable	None		\$ 108.55	**	None		
312			Service Establishment Charge	not applicable	None		\$ 17.31	**	None		
313		800 Database	Toll Free Database Query	not applicable	\$ 0.000215	*	None		None		
314			Call Handling and Destination	not applicable	\$ 0.000040	*	None		None		
315		Service Order Charges	Manual New - Simple	NRBUQ	None		\$ 5.00	**	None		
316			Manual Change - Simple	NRBUO	None		\$ 5.00	**	None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
317			Manual Record - Simple	NRBUU	None	\$ 5.00	**	None
318			Manual Disconnect - Simple	NRBUW	None	\$ 5.00	**	None
319			Manual Suspend - Simple	NRBJZ	None	\$ 5.00	**	None
320			Manual Restore - Simple	NRBJ9	None	\$ 5.00	**	None
321			Manual Expedited - Simple	(NRBUQ)	None	\$ 5.00	**	None
322			Manual Customer Not Ready - Simple	(NRBUQ)	None	\$ 5.00	**	None
323			Manual Due Date Change or Cancellation - Simple	(NRBUQ)	None	\$ 5.00	**	None
324			Manual New - Complex	NRBUR	None	\$ 5.00	**	None
325			Manual Change - Complex	NRBUP	None	\$ 5.00	**	None
326			Manual Record - Complex	NRBUV	None	\$ 5.00	**	None
327			Manual Disconnect - Complex	NRBUX	None	\$ 5.00	**	None
328			Manual Suspend - Complex	NRBJ7	None	\$ 5.00	**	None
329			Manual Restore - Complex	NRBJ8	None	\$ 5.00	**	None
330			Manual Expedited - Complex	(NRBUR)	None	\$ 5.00	**	None
331			Manual Customer Not Ready - Complex	(NRBUR)	None	\$ 5.00	**	None
332			Manual Due Date Change or Cancellation - Complex	(NRBUR)	None	\$ 5.00	**	None
333			Electronic New - Simple	NR9W2	None	\$ 5.00	**	None
334			Electronic New - Complex	NRBAW	None	\$ 5.00	**	None
335			Electronic Change - Simple	NR9GG	None	\$ 5.00	**	None
336			Electronic Record - Simple	NR9GU	None	\$ 5.00	**	None
337			Electronic Disconnect - Simple	NR9GZ	None	\$ 5.00	**	None
338			Electronic Suspend - Simple	NRBJ5	None	\$ 5.00	**	None
339			Electronic Restore - Simple	NRBJ6	None	\$ 5.00	**	None
340			Electronic Expedited - Simple	(NR9W2)	None	\$ 5.00	**	None
341			Electronic Customer Not Ready - Simple	(NR9W2)	None	\$ 5.00	**	None
342			Electronic Due Date Change or Cancellation Simple - Electronic	(NR9W2)	None	\$ 5.00	**	None
343			PIC Change Charge	NRBL9	None	\$ 5.00	**	None
344		OTHER						
345		Directory Assistance	Directory Assistance (DA) - per call	not applicable	\$ 0.340357	*	None	None
346			Directory Assistance Call Completion (DACC) - per call	not applicable	\$ 0.027497	*	None	None
347			Directory Assistance Nationwide Listing Services (NLS)		\$ 0.65	*	None	None
348			Directory Assistance Non-Pub Emergency Service	not applicable	\$ 1.60	*	None	None
349			Directory Assistance - Facility Based Branding - Initial/Subsequent Load	NRBDG	None	\$ 1,690.00	**	None

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
350			Directory Assistance - Facility Based Branding Per call (Line # based*)	ZZUCB	\$ 0.0041	*	None		None		
351			*When unbundled switching is used or when more than one brand required on same trunk group								
352			Directory Assistance - Facilities Based Rate Reference Initial Load	NRBDL	None		\$ 2,665.90	**	None		
353			Directory Assistance Rate Reference - Facilities Based - Subsequent Reference Load/Rater Load	NRBDM	None		\$ 1,116.23	**	None		
354			Directory Assistance Listings (DAL)-Initial Load, per listing	Not Applicable	None		\$ 0.0585		None		
355			Directory Assistance Listings (DAL)-Update, per listing	Not Applicable	None		\$ 0.0585		None		
356			Directory Assistance Listings (DAL)-Non-Pub Emergency Message Service	Not Applicable	\$ 1.60	*	None		None		
357		Operator Services	Operated Services - Fully Automated Call Processing (Per completed automated call)	Not Applicable	\$ 0.11890	*	None		None		
358			Operator Services - Operator Assisted Call Processing (Per work second)		\$ 0.01520	*	None		None		
359			Operator Services - Facilities Based Branding Initial/Subsequent Load	NRBDG	None		\$ 1,690.00	**	None		
360			Operator Services - Facilities Based Branding - Per Call (Line # based*)	ZZUCB	\$ 0.0041	*	None		None		
361			*When unbundled switching is used or when more than one brand required on same trunk group								
362			Operator Services - Facilities Based Rate Reference - Initial Load	NRBDL	None		\$ 2,665.90	**	None		
363			Operator Services - Facilities Based Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None		\$ 1,116.23	**	None		
364			Intralata Message Rating - Rate per initial load	Not Applicable	None		\$ 608.61		None		
365			Intralata Message Rating - Rate per subsequent changes	Not Applicable	None		\$ 608.61		None		
366		Miscellaneous	NXX Migration- Migration Charge per NXX	Not Applicable	None		\$ 10,000.00		None		
367			UNE Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	*	None		None		
368			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	*	None		None		
369		BCR	Per interstate local message	Not Applicable	\$ 0.050		None		None		
370			Per local message	Not Applicable	\$ 0.080		None		None		
371		Hosting	Billable Message Records and /or access usage records - per Record Charge	not applicable	\$ 0.0030	*	None		None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
372			Hosting: Per Record Charge For Full Status RAO Company-Hosting Network Company	not applicable	\$ 0.0020	*	None		None		
373			Hosting: Per Record Charge For Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0050	*	None		None		
374			Hosting: Per Record Charge For Non-Full Status RAO Company-National CMDS Network	not applicable	\$ 0.0070	*	None		None		
375			Hosting: Per Record Charge For Non-Full Status RAO Company-Hosting Company Network	not applicable	\$ 0.0100	*	None		None		
376		Clearinghouse	CH processing charge for service - per originated CH record	not applicable	\$ 0.020	*	None		None		
377			CH billing message - per message	not applicable	\$ 0.050	*	None		None		
378		Maintenance of Service Charges & Non-Productive Dispatch	Basic Time - per half hour	MVV	None		\$ 28.95	**	\$ 17.72	**	
379			Overtime - per half hour	MVV	None		\$ 26.97	**	\$ 13.08	**	
380			Premium Time - per half hour	MVV	None		\$ 32.29	**	\$ 15.74	**	
381		Time and Materials Charges	Basic Time - per half hour	ALK, ALT, ALH	None		\$ 28.95	**	\$ 17.72	**	
382			Overtime - per half hour	ALK, ALT, ALH	None		\$ 26.97	**	\$ 13.08	**	
383			Premium Time - per half hour	ALK, ALT, ALH	None		\$ 32.29	**	\$ 15.74	**	
384		RECIPROCAL COMPENSATION									
385		Tandem Switching	Tandem Switching Per Minute of Use	not applicable	\$ 0.000789	*	None		None		
386		Common Transport	Common Transport - Termination per Minute of Use Zone 1 (Rural)	not applicable	\$ 0.000196	*	None		None		
387			Common Transport - Termination per Minute of Use Zone 2 (Suburban)	not applicable	\$ 0.000171	*	None		None		
388			Common Transport - Termination per Minute of Use Zone 3 (Urban)	not applicable	\$ 0.000157	*	None		None		
389			Common Transport - Termination per Minute of Use Interzone	not applicable	\$ 0.000186	*	None		None		
390			Common Transport - Facilities per Minute, per Mile Zone 1 (Rural)	not applicable	\$ 0.000006	*	None		None		
391			Common Transport - Facilities per Minute, per Mile Zone 2 (Suburban)	not applicable	\$ 0.000003	*	None		None		
392			Common Transport - Facilities per Minute, per Mile Zone 3 (Urban)	not applicable	\$ 0.000001	*	None		None		
393			Common Transport - Facilities per Minute, per Mile	not applicable	\$ 0.000001	*	None		None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
394		Local Switching	Local Switching-Per Originating or Terminating MOU Zone 1 (Rural)	not applicable	\$ 0.002530	*	None	None		
395			Local Switching-Per Originating or Terminating MOU Zone 2 (Suburban)	not applicable	\$ 0.001690	*	None	None		
396			Local Switching-Per Originating or Terminating MOU Zone 3 (Urban)	not applicable	\$ 0.001310	*	None	None		
397		Transiting	Transiting-Zone 1 (Rural)	not applicable	\$ 0.001027	*	None	None		
398			Transiting-Zone 2 (Suburban)	not applicable	\$ 0.000981	*	None	None		
399			Transiting-Zone 3 (Urban)	not applicable	\$ 0.000953	*	None	None		
400			Transiting-OCA (Optional Area)	not applicable	\$ 0.004000	*	None	None		
401			Transiting-Out of Region	not applicable	\$ 0.006000	*	None	None		
402		OCA	OCA Transport & Termination	not applicable	\$ 0.021000	*	None	None		
403		RESALE								
404		Business - Local Exchange Service	Business 1 Party	not applicable	14.90%		14.90%	None		
405			Business - Multi-Line	not applicable	14.90%		14.90%	None		
406			Business Message Rate 1-Party	not applicable	14.90%		14.90%	None		
407			Customer Operated Pay Telephone Service	not applicable	14.90%		14.90%	None		
408			Line Amplifier	not applicable	14.90%		14.90%	None		
409			Public Response Calling Service	not applicable	14.90%		14.90%	None		
410			Telephone Answering and Secretarial Service	not applicable	14.90%		14.90%	None		
411			Service Connections, Move and Changes	not applicable	14.90%		14.90%	None		
412		Business - Expanded Local Calling	Mandatory Extend Local Calling	not applicable	14.90%		14.90%	None		
413			Basehor Optional Calling Area	not applicable	14.90%		14.90%	None		
414			MetroPlus	not applicable	14.90%		14.90%	None		
415		Business - Vertical Services	Auto Redial	not applicable	14.90%		14.90%	None		
416			Call Blocker	not applicable	14.90%		14.90%	None		
417			Call Forwarding	not applicable	14.90%		14.90%	None		
418			Call Forwarding - Busy Line	not applicable	14.90%		14.90%	None		
419			Call Forwarding - Busy Line/Don't Answer	not applicable	14.90%		14.90%	None		
420			Call Forwarding - Don't Answer	not applicable	14.90%		14.90%	None		
421			Call Return	not applicable	14.90%		14.90%	None		
422			Call Trace	not applicable	14.90%		14.90%	None		
423			Call Waiting	not applicable	14.90%		14.90%	None		
424			Calling Name	not applicable	14.90%		14.90%	None		
425			Calling Number	not applicable	14.90%		14.90%	None		
426			Personalized Ring (1 dependent number)	not applicable	14.90%		14.90%	None		
427			Personalized Ring (2 dependent numbers - 1st num)	not applicable	14.90%		14.90%	None		

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE

KANSAS

02/17/00

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
428			Personalized Ring (2 dependent numbers - 2nd num	not applicable	14.90%	14.90%	None	
429			Priority Call	not applicable	14.90%	14.90%	None	
430			Remote Access to Call Forwarding	not applicable	14.90%	14.90%	None	
431			Selective Call Forwarding	not applicable	14.90%	14.90%	None	
432			Simultaneous Call Forwarding	not applicable	14.90%	14.90%	None	
433			Speed Calling	not applicable	14.90%	14.90%	None	
434			Three Way Calling	not applicable	14.90%	14.90%	None	
435		Business - DID	DID (First Block of 100 - Category 1)	not applicable	14.90%	14.90%	None	
436			DID (First Block of 10 - Category 1)	not applicable	14.90%	14.90%	None	
437			DID (Ea. adl. block of 10 after first 10 - Category 1)	not applicable	14.90%	14.90%	None	
438			DID (Ea. adl. block of 100 after first 100 - Category 2)	not applicable	14.90%	14.90%	None	
439			DID (Ea. adl. block of 10 assigned over 1st 100 - Ca	not applicable	14.90%	14.90%	None	
440			DID (with Multifrequency)	not applicable	14.90%	14.90%	None	
441			DID (with Dual-Tone Multifrequency)	not applicable	14.90%	14.90%	None	
442			DID (1st 10 Trunks or access lines)	not applicable	14.90%	14.90%	None	
443			DID (11th thru 50th trunk or network access line)	not applicable	14.90%	14.90%	None	
444			DID (51st trunk or network access line)	not applicable	14.90%	14.90%	None	
445		Business - Trunks	Analog Trunks	not applicable	14.90%	14.90%	None	
446			Hotel/Motel Trunks	not applicable	14.90%	14.90%	None	
447			Digital Trunks	not applicable	14.90%	14.90%	None	
448		Business - AIN	Area Wide Networking	not applicable	14.90%	14.90%	None	
449			Caller Intellidata	not applicable	14.90%	14.90%	None	
450			Disaster Routing Service	not applicable	14.90%	14.90%	None	
451			Intelligent Redirectsm	not applicable	14.90%	14.90%	None	
452			Positive ID	not applicable	14.90%	14.90%	None	
453		Business - Other	Bundled Telecommunications Services (e.g., the Wc	not applicable	14.90%	14.90%	None	
454			Busy Out Arrangements	not applicable	14.90%	14.90%	None	
455			Conference Telephone Service	not applicable	14.90%	14.90%	None	
456			Customer Alerting Enablement	not applicable	14.90%	14.90%	None	
457			Grandfathered Services	not applicable	14.90%	14.90%	None	
458			Hot Line	not applicable	14.90%	14.90%	None	
459			Hunting	not applicable	14.90%	14.90%	None	
460			Improved Data Transmission	not applicable	14.90%	14.90%	None	
461			Intercept Referral Service	not applicable	14.90%	14.90%	None	
462			Local Operator Assistance Service	not applicable	14.90%	14.90%	None	
463			Night Number associated with Telephone Number	not applicable	14.90%	14.90%	None	
464			Night Number associated with a Terminal	not applicable	14.90%	14.90%	None	
465			Promotions (Greater than 90 days)	not applicable	14.90%	14.90%	None	
466			Preferred Number Service	not applicable	14.90%	14.90%	None	
467			Second Line Control	not applicable	14.90%	14.90%	None	
468			Selective Call Acceptance	not applicable	14.90%	14.90%	None	

UNE AECN:
RESALE AECN:
ACNA:

PAGE 18 OF 22
Last Update: xx/xx/xx

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
469			Telebranch®	not applicable	14.90%	14.90%	None	
470			TouchTone	not applicable	14.90%	14.90%	None	
471			Voice Dial	not applicable	14.90%	14.90%	None	
472			Warm Line	not applicable	14.90%	14.90%	None	
473		Business - ISDN	Digiline	not applicable	14.90%	14.90%	None	
474			Select Video Plus®	not applicable	14.90%	14.90%	None	
475			Smart Trunksm	not applicable	14.90%	14.90%	None	
476		Business - Toll	IntraLATA MTS	not applicable	14.90%	14.90%	None	
477			MaxiMizer 800®	not applicable	14.90%	14.90%	None	
478			OutWATS	not applicable	14.90%	14.90%	None	
479			800 Service	not applicable	14.90%	14.90%	None	
480		Business - Optional Toll Calling Plans	1+ SAVERsm	not applicable	14.90%	14.90%	None	
481			1+Saver Direct	not applicable	14.90%	14.90%	None	
482			Optional Community Calling Service	not applicable	14.90%	14.90%	None	
483		Business - PLEXAR®	Plexar I®	not applicable	14.90%	14.90%	None	
484			Plexar II®	not applicable	14.90%	14.90%	None	
485			Plexar Custom®	not applicable	14.90%	14.90%	None	
486				not applicable	14.90%	14.90%	None	
487			PRIVATE LINE	not applicable	14.90%	14.90%	None	
488		Business - Private Line	Analog Private Lines	not applicable	14.90%	14.90%	None	
489			Announcement Distribution Services	not applicable	14.90%	14.90%	None	
490			Foreign Exchange Service	not applicable	14.90%	14.90%	None	
491			Foreign Serving Office	not applicable	14.90%	14.90%	None	
492			Frame Relay	not applicable	14.90%	14.90%	None	
493			Group Alerting Services	not applicable	14.90%	14.90%	None	
494			MicroLink I®	not applicable	14.90%	14.90%	None	
495			MicroLink II®	not applicable	14.90%	14.90%	None	
496			MultiPoint Video	not applicable	14.90%	14.90%	None	
497			Network Reconfiguration Service	not applicable	14.90%	14.90%	None	
498			Public Response Calling Service	not applicable	14.90%	14.90%	None	
499			Service Loop Facility Modification Service	not applicable	14.90%	14.90%	None	
500		Residence - Local Exchange Service	Life Line and Link Up America Services	not applicable	14.90%	14.90%	None	
501			Residence 1 Party	not applicable	14.90%	14.90%	None	
502			Residence Measured	not applicable	14.90%	14.90%	None	
503			Residence Flat Rate Trunks	not applicable	14.90%	14.90%	None	
504			Urban Mileage	not applicable	14.90%	14.90%	None	
505			Service Connections, Move and Changes	not applicable	14.90%	14.90%	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
506		Residence - Expanded Local Calling	Mandatory Extend Local Calling	not applicable	14.90%	14.90%	None	
507			Basehor Optional Calling Area	not applicable	14.90%	14.90%	None	
508			MetroPlus	not applicable	14.90%	14.90%	None	
509		Residence - Vertical Services	Auto Redial	not applicable	14.90%	14.90%	None	
510			Call Blocker	not applicable	14.90%	14.90%	None	
511			Call Forwarding	not applicable	14.90%	14.90%	None	
512			Call Forwarding - Busy Line	not applicable	14.90%	14.90%	None	
513			Call Forwarding - Busy Line/Don't Answer	not applicable	14.90%	14.90%	None	
514			Call Forwarding - Don't Answer	not applicable	14.90%	14.90%	None	
515			Call Return	not applicable	14.90%	14.90%	None	
516			Call Trace	not applicable	14.90%	14.90%	None	
517			Call Waiting	not applicable	14.90%	14.90%	None	
518			Calling Name	not applicable	14.90%	14.90%	None	
519			Calling Number	not applicable	14.90%	14.90%	None	
520			Personalized Ring (1 dependent number)	not applicable	14.90%	14.90%	None	
521			Personalized Ring (2 dependent numbers - 1st num)	not applicable	14.90%	14.90%	None	
522			Personalized Ring (2 dependent numbers - 2nd num)	not applicable	14.90%	14.90%	None	
523			Priority Call	not applicable	14.90%	14.90%	None	
524			Remote Access to Call Forwarding	not applicable	14.90%	14.90%	None	
525			Selective Call Forwarding	not applicable	14.90%	14.90%	None	
526			Simultaneous Call Forwarding	not applicable	14.90%	14.90%	None	
527			Speed Calling	not applicable	14.90%	14.90%	None	
528			Three Way Calling	not applicable	14.90%	14.90%	None	
529		Residence - ISDN	Digiline	not applicable	14.90%	14.90%	None	
530		OTHER RESALE		not applicable	14.90%	14.90%	None	
531		Directory Assistance	Directory Assistance Services	not applicable	14.90%	14.90%	None	
532		Nationwide Listings	Nationwide Listing Services (NLS)	not applicable	14.90%	14.90%	None	
533		Toll	900 Call Restriction	not applicable	14.90%	14.90%	None	
534			Home 800sm	not applicable	14.90%	14.90%	None	
535			IntraLATA MTS	not applicable	14.90%	14.90%	None	
536		Optional Toll Calling Plans	1+ SAVERsm	not applicable	14.90%	14.90%	None	
537			1+Saver Direct	not applicable	14.90%	14.90%	None	
538			Optional Community Calling Service	not applicable	14.90%	14.90%	None	
539			900 Call Restriction	not applicable	14.90%	14.90%	None	
540			Access Services	not applicable	0.00%	0.00%	None	
541			Additional Directory Listings	not applicable	14.90%	14.90%	None	

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
542			Bill Plus	not applicable	5.00%		5.00%		None		
543			Company Initiated Suspension Service	not applicable	0.00%		0.00%		None		
544			Connections with Terminal Equipment and Communications Equipment	not applicable	0.00%		0.00%		None		
545			Consolidated Billing	not applicable	5.00%		5.00%		None		
546			Construction Charges	not applicable	0.00%		0.00%		None		
547			Customer Initiated Suspension Service	not applicable	0.00%		0.00%		None		
548			Exchange Connection Service	not applicable	0.00%		0.00%		None		
549			Information Delivery Service	not applicable	0.00%		0.00%		None		
550			Intellinumber	not applicable	14.90%		14.90%		None		
551			IntraLATA Internet Access Plan	not applicable	0.00%		0.00%		None		
552			Maintenance of Service Charges	not applicable	0.00%		0.00%		None		
553			Prepaid Calling Cards	not applicable	14.90%		14.90%		None		
554			Shared Tenant Service	not applicable	0.00%		0.00%		None		
555			Shared Use Service	not applicable	0.00%		0.00%		None		
556			Telecommunications Service Priority Systems	not applicable	0.00%		0.00%		None		
557			TeleKansas	not applicable	0.00%		0.00%		None		
558			Toll Billing Exception (Billed Number Screen)	not applicable	14.90%		14.90%		None		
559			Toll Restriction	not applicable	14.90%		14.90%		None		
560			Wireless Carrier Interconnection Services	not applicable	0.00%		0.00%		None		
561			Electronic Billing Information Data (daily usage) per message	ASBS	\$ 0.003	*	None		None		
562			Slamming Investigation Fee	CRIS	None		\$ 6.83	**	\$ 6.83	**	
563			Local Discount Report (LDR) per WTN	CRIS	\$ 0.10	*	None		None		
564			Simple conversion charge per billable number	CRIS	None		\$ 25.00		None		
565			Electronic conversion orders per billable number	CRIS	None		\$ 5.00		None		
566			Complex conversion orders per billable number	CRIS	None		\$ 125.00		None		
567			SWBT transmittal of CLEC end-user listing to 3rd party pub, per occurrence, per dir. Publisher		None		\$ 100.00		None		
568			OS/DA Reseller Branding - Initial Load/Subsequent Load	NRBDG	None		\$ 1,071.00	**	None		
569			OS/DA Reseller Branding - Per Call	ZZUCB	\$ 0.0041	*	None		None		
570			OS/DA Reseller Rate Reference - Initial Load	NRBDL	None		\$ 2,307.41	**	None		
571			OS/DA Reseller Rate Reference - Subsequent Rater Load or Reference Load	NRBDM	None		\$ 1,033.56	**	None		
572											
573											
574											
575		*	The Parties acknowledge and agree that the rates set forth above are subject to any legal or equitable rights of review and remedies (including agency reconsideration and court review). If any reconsideration, agency order, appeal, court order or opinion, stay, injunction or other action by any state or federal regulatory body or court of competent jurisdiction stays, modifies, or otherwise								
576											
577											

UNE AECN:
RESALE AECN:
ACNA:

SOUTHWESTERN BELL TELEPHONE COMPANY/GENERIC PRICE SCHEDULE
KANSAS
02/17/00

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
578			affects any of the rates, terms and conditions herein, then the Parties shall expend diligent efforts to arrive at an agreement on conforming modifications to this Agreement. If negotiations fail, disputes between the Parties concerning the interpretation of the actions required or the provisions affected shall be handled under the Dispute Resolution procedures set forth in this Agreement.					
579								
580								
581								
582		**	The Parties acknowledge and agree that the rates set forth above are interim rates, subject to true-up to the final contract rates.					
583			The final contract rates will be established in accordance with a final, unappealable order issued in the Kansas Cost Docket,					
584			KCC Docket NO 97-SCCC-149-GIT.					
585		***	The Parties acknowledge and agree that the DS3 Loop rates and DS3 C.O. Cross connect rates set forth above are interim					
586			rates, and subject to true-up as final cost studies become available.					

UNE AECN:
RESALE AECN:
ACNA:

Kansas
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	*	\$21.40	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
Zone 2 - Suburban	U21	*	\$17.50	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
Zone 3 - Urban	U21	*	\$17.50	See NRC rate below USOC NRB4	See NRC rate below USOC NRB4
2-Wire Analog Promotion	NRB4		NA	Uses existing rates in underlying agreement	Uses existing rates in underlying agreement
ADSL Promotion					
ADSL					
Zone 1 - Rural	U2F	*	\$26.36	\$22.71	\$9.49
Zone 2 - Suburban	U2F	*	\$9.96	\$22.71	\$9.49
Zone 3 - Urban	U2F	*	\$7.37	\$22.71	\$9.49
Service Order Promotion - Manual	NRBAY	*	NA	\$245.00	NA
Service Order Promotion - Electronic	NRBAW	*	NA	\$5.00	NA

Kansas
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%

Kansas
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	*	\$26.36	\$22.71	\$9.49
Zone 2 - Suburban	U2F	*	\$9.96	\$22.71	\$9.49
Zone 3 - Urban	U2F	*	\$7.37	\$22.71	\$9.49
PSD#6 2-Wire Very High-band Capable					

Kansas
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	\$29.55	\$15.50
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

**Kansas
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-MI means the applicable above listed ILEC doing business in Michigan.
- 1.4 If a rate element and/or charge for a product or service contained in, referenced to or otherwise provided by AM-MI 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-MI 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-MI and CLEC.
- 1.5 Except as otherwise agreed upon by the Parties in writing, AM-MI 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>Rate Zone:</u>	<u>Total Access Lines:</u>
Zone A	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone B	See: Tariff 20, Part 4, Section 2, Sheets 7-34
Zone C	See: Tariff 20, Part 4, Section 2, Sheets 7-34

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-MI'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.

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.

- 2.3 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 AM-MI 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-MI 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-MI network, without any changes to AM-MI'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-MI 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 Principles 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-MI 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-MI 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-MI.

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
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIIS TELECOM, INC.

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
<u>UNBUNDLED NETWORK ELEMENTS</u>					
<u>Unbundled Loops</u>					
	2-Wire Analog - Rural (Zone C)	\$ 14.86		See NRC prices below	
	2-Wire Analog - Suburban (Zone B)	\$ 12.02		See NRC prices below	
	2-Wire Analog - Metro (Zone A)	\$ 9.43		See NRC prices below	
	Conditioning for dB Loss				
	4-Wire Analog - Rural (Zone C)	\$ 34.90		See NRC prices below	
	4-Wire Analog - Suburban (Zone B)	\$ 30.05		See NRC prices below	
	4-Wire Analog - Metro (Zone A)	\$ 22.46		See NRC prices below	
	2-Wire Digital - Rural (Zone C)	\$ 17.35		See NRC prices below	
	2-Wire Digital - Suburban (Zone B)	\$ 14.92		See NRC prices below	
	2-Wire Digital - Metro (Zone A)	\$ 11.22		See NRC prices below	
	4-Wire Digital - Rural (Zone C)	\$ 64.58		See NRC prices below	
	4-Wire Digital - Suburban (Zone B)	\$ 71.06		See NRC prices below	
	4-Wire Digital - Metro (Zone A)	\$ 92.88		See NRC prices below	
**	DS3 Loop - Rural (Access Area C)	\$ 592.34		See NRC prices below	
**	DS3 Loop - Suburban (Access Area B)	\$ 589.43		See NRC prices below	
**	DS3 Loop - Metro (Access Area A)	\$ 519.03		See NRC prices below	
	PSD #1 Capable Loop - 2-Wire Very Low-band Symmetric Technology				
	a. 2-Wire Digital "ISDN Digital Subscriber Line" ("IDSL") technology				
	Zone C- Rural	See 2-Wire Digital		See NRC prices below	
	Zone B- Suburban	See 2-Wire Digital		See NRC prices below	
	Zone A- Metro	See 2-Wire Digital		See NRC prices below	
	b. 2-Wire Copper "Symmetric Digital Subscriber Line" ("SDSL")				
	Zone C- Rural	TBD		TBD	TBD
	Zone B- Suburban	TBD		TBD	TBD
	Zone A- Metro	TBD		TBD	TBD
	PSD #2 Capable Loop - 2-Wire Low-band Symmetric Technology				
	Zone C- Rural	TBD		TBD	TBD
	Zone B- Suburban	TBD		TBD	TBD
	Zone A- Metro	TBD		TBD	TBD
	PSD #3 Capable Loop - Mid-band Symmetric Technology:				
	a. 2-Wire Mid-band Symmetric Technology				
	Zone C- Rural	\$ 14.86		See NRC prices below	
	Zone B- Suburban	\$ 12.02		See NRC prices below	
	Zone A- Metro	\$ 9.43		See NRC prices below	
	b. 4-Wire Mid-band Symmetric Technology				
	Zone C- Rural	\$ 34.90		See NRC prices below	
	Zone B- Suburban	\$ 30.05		See NRC prices below	
	Zone A- Metro	\$ 22.46		See NRC prices below	
	PSD #4 Capable Loop - 2 Wire High-band Symmetric Technology				
	Zone C- Rural	TBD		TBD	TBD
	Zone B- Suburban	TBD		TBD	TBD
	Zone A- Metro	TBD		TBD	TBD
	PSD #5 2-Wire Capable Loop - 2-Wire Asymmetrical Digital Subscriber Line Technology				
	Zone C- Rural	\$ 14.86		See NRC prices below	
	Zone B- Suburban	\$ 12.02		See NRC prices below	
	Zone A- Metro	\$ 9.43		See NRC prices below	
	PSD #7 2-Wire Capable Loop - 2-Wire Short Reach Very High-band Symmetric Technology				
	Zone C- Rural	TBD		TBD	TBD
	Zone B- Suburban	TBD		TBD	TBD
	Zone A- 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
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
MICHIGAN		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		\$ 6.42	N/A
	Bus Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 6.42	N/A
	Bus Line Connection	N/A		\$ 18.60	N/A
	Res Service Order - Establish - Interim Rate per Second Interim Order	N/A		\$ 6.42	N/A
	Res Service Order - Add/Change - Interim Rate per Second Interim Order	N/A		\$ 6.42	N/A
DS3 Loop Non-Recurring Charges					
**	Administrative	N/A		\$ 166.34	N/A
**	Design & Central Office	N/A		\$ 518.34	N/A
**	Customer Connection	N/A		\$ 184.71	N/A
Loop Cross Connects					
**	DS3 C.O. Cross-Connect to Collocation	\$ 18.86		\$ -	\$ -
Local Switching					
	Per Originating MOU (statewide)	\$ 0.003164		NA	NA
	Customized Routing per Line Class Code, per switch	NA		\$ 114.68	
Port Charge Per Month					
	Analog Line Port	\$ 2.27		\$ 26.83	\$ 26.83
	Ground Start Port	\$ 2.77		\$ 26.83	\$ 26.83
	Analog DID Trunk Port	\$ 13.26		\$ 26.83	\$ 26.83
	ISDN BRI Port	\$ 12.41		\$ 26.83	\$ 26.83
	ISDN PRI Port	\$ 159.23		\$ 309.24	\$ 309.24
	Digital Trunking Trunk Port	\$ 114.75		\$ 309.24	\$ 309.24
	DS1 Trunk Port	\$ 99.83		\$ 309.24	\$ 309.24
	Centrex Basic Line Port	\$ 2.27		\$ 26.83	\$ 26.83
	Centrex ISDN BRI Port	\$ 12.41		\$ 26.83	\$ 26.83
	Centrex EKL Line Port	\$ 2.78		\$ 26.83	\$ 26.83
	Centrex Attendant Console Line Port	\$ 74.78		\$ 53.66	\$ 53.66
Port Non-Recurring Charges					
	Service Order - Line Port, per occasion	NA		\$ 6.42	\$ 6.42
	Service Order - Trunk Port, per occasion	NA		\$ 167.76	\$ 167.76
	Service Order - Record Order, per occasion	NA		\$ 6.65	\$ 6.65
	Conversion from one port type to another, per each port changed	NA		\$ 24.64	\$ 24.64
Switch Port Cross Connects					
	Switch Port to Collocation	\$ 0.17		NA	NA
	Analog Line Port to Collocation	\$ 0.17		NA	NA
	Ground Start Port to Collocation	\$ 0.17		NA	NA
	Analog DID Trunk Port to Collocation	\$ 0.46		NA	NA
	ISDN BRI Port to Collocation	\$ 0.17		NA	NA
	ISDN PRI Port to Collocation	\$ 0.46		NA	NA
	Digital Trunking Trunk Port to Collocation	\$ 0.46		NA	NA
	DS1 Trunk Port to Collocation	\$ 0.46		NA	NA
	Centrex Basic Line Port	\$ 0.17		NA	NA
	Centrex ISDN BRI Port	\$ 0.17		NA	NA
	Centrex EKL Line Port	\$ 0.17		NA	NA
	Centrex Attendant Console Line Port	\$ 0.17		NA	NA

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
Tandem Switching					
	per minute of use (without Tandem Trunks)	\$ 0.000756		NA	NA
Interim Shared Transport					
		USAGE			
	Per Originating Minute of Use (statewide)	\$ 0.005720			
	Access Credit per ULS-IST port per month	\$ 0.71			
Dedicated Transport					
	Entrance Facility:				
DS1	Zone 1	\$ 92.88		NA	NA
	Zone 2	\$ 71.06		NA	NA
	Zone 3	\$ 64.58		NA	NA
DS3	Zone 1	\$ 719.52		NA	NA
	Zone 2	\$ 810.59		NA	NA
	Zone 3	\$ 793.90		NA	NA
OC3	All Zones	\$ 326.74		NA	NA
OC12	All Zones	\$ 530.35		NA	NA
OC48	All Zones	\$ 2,233.48		NA	NA
Interoffice Transport:					
DS1	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 14.66		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 1.37		NA	NA
DS3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 144.97		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 29.16		NA	NA
OC3	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 347.19		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 204.80		NA	NA
OC12	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 589.98		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 371.24		NA	NA
OC48	Interoffice Mileage Termination - Per Point of Termination - All Zones	\$ 1,384.94		NA	NA
	Interoffice Mileage - Per Mile - All Zones	\$ 239.33		NA	NA
Multiplexing					
	DS1 to Voice Grade	\$ 334.09		NA	NA
	DS3 to DS1	\$ 383.31		NA	NA
OC3	Add/Drop Multiplexing - Per Arrangement	\$ 562.48		NA	NA
	Add/Drop Function				
	- Per DS3 Add or Drop	\$ 120.00 *		NA	NA
	- Per DS1 Add or Drop	\$ 38.99		NA	NA
OC12	Add/Drop Multiplexing - Per Arrangement	\$ 630.21		NA	NA
	Add/Drop Function				
	- Per OC3 Add or Drop	\$ 150.00 *		NA	NA
	- Per DS3 Add or Drop	\$ 38.12		NA	NA
OC48	Add/Drop Multiplexing - Per Arrangement	\$ 732.90		NA	NA
	Add/Drop Function				
	- Per OC12 Add or Drop	\$ 346.13		NA	NA
	- Per OC3 Add or Drop	\$ 150.00 *		NA	NA
	- Per DS3 Add or Drop	\$ 57.27		NA	NA
Dedicated Transport Cross Connects					
DS1		\$ 0.46		NA	NA
DS3		\$ 0.84		NA	NA
OC3		\$ 92.22		NA	NA
OC12		\$ 486.16		NA	NA
OC48		\$ 1,074.81		NA	NA
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

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN		AIT Generic Rates		AIT NON-REC.	
		AIT RECURRING			
		Monthly		Initial	Additional
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			\$ 189.84	NA
OC3	1+1 Protection - Per OC3 Entrance Facility	\$ 49.92		NA	NA
	1+1 Protection with Cable Survivability - Per OC3 Entrance Facility	\$ 49.92		\$ 500.00 *	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC3 Entrance Facility	\$ 49.92		NA	NA
	- (2) Per Quarter Route Mile	\$ 41.14		NA	NA
OC12	1+1 Protection - Per OC12 Entrance Facility	\$ 246.97		NA	NA
	1+1 Protection with Cable Survivability - Per OC12 Entrance Facility	\$ 246.97		\$ 600.00 *	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC12 Entrance Facility	\$ 246.97		NA	NA
	- (2) Per Quarter Route Mile	\$ 36.97		NA	NA
OC48	1+1 Protection - Per OC48 Entrance Facility	\$ 930.44		NA	NA
	1+1 Protection with Cable Survivability - Per OC48 Entrance Facility	\$ 930.44		\$ 700.00 *	NA
	1+1 Protection with Route Survivability (1 & 2 below apply)				
	- (1) Per OC48 Entrance Facility	\$ 930.44		NA	NA
	- (2) Per Quarter Route Mile	\$ 61.60		NA	NA
Dedicated Transport Installation & Rearrangement Charges					
DS1	Administration Charge - Per Order	NA		\$ 50.00 *	NA
	Design & Central Office Connection Charge - Per Circuit				
	- Zone 1	NA		\$ 250.00 *	NA
	- Zone 2	NA		\$ 250.00 *	NA
	- Zone 3	NA		\$ 267.42	NA
	Carrier Connection Charge - Per Order	NA		\$ 244.02	NA
DS3	Administration Charge - Per Order	NA		\$ 50.00 *	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 284.49	NA
	Carrier Connection Charge - Per Order	NA		\$ 157.75	NA
OC3	Administration Charge - Per Order	NA		\$ 50.00 *	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 211.01	NA
	Carrier Connection Charge - Per Order	NA		\$ 414.21	NA
OC12	Administration Charge - Per Order	NA		\$ 50.00 *	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 211.01	NA
	Carrier Connection Charge - Per Order	NA		\$ 414.21	NA
OC48	Administration Charge - Per Order	NA		\$ 50.00 *	NA
	Design & Central Office Connection Charge - Per Circuit	NA		\$ 211.01	NA
	Carrier Connection Charge - Per Order	NA		\$ 414.21	NA
(* This rate is set at the Ameritech Tariff F.C.C. No. 2 rate pursuant to Section 310(2) of the MTA)					
(NOTE TO READER: DUE TO SECTION 310(2) OF THE MTA THE ACCESS TARIFF MUST BE MONITORED TO DETERMINE IF THE RATES GO UP OR DOWN. NONE OF THESE RATES MAY EXCEED THE F.C.C. NO. 2 RATES BUT MAY GO UP TO TELRIC IF THE F.C.C. NO. 2 RATES GO UP. THEY MUST ALSO BE ADJUSTED DOWNWARD IF THE ACCESS RATE DECREASES.)					
Line Information Database - LIDB					
		USAGE			
	Validation Query (Regional STP Access Includes SMS & Sleuth)	\$ 0.013817	(per query)	NA	NA
	Query Transport (Regional STP Access Validation)	\$ 0.000013	(per query)	NA	NA
	Validation Query (Local STP Access Includes SMS & Sleuth)	\$ 0.013817	(per query)	NA	NA
	Query Transport (Local STP Access Validation)	\$ 0.000069	(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)
800 Database		USAGE			

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	Toll Free Database Query (Regional STP Access)	\$ 0.001031	(per query)		
	Call Handling and Destination (Regional STP Access)	\$ 0.000131	(per query)		
	Toll Free Database Query (Local STP Access)	\$ 0.001031	(per query)		
	Call Handling and Destination (Local STP Access)	\$ 0.000185	(per query)		
SS7					
<u>SS7 Links - Cross Connects</u>					
	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			
<u>SS7 Links</u>					
	STP Access Connection - 1.544 Mbps	See Dedicated Transport			
	STP Access Link - 56 Kbps	See Dedicated Transport			
	<u>STP Port</u>	\$ 270.11			\$ 254.79
<u>SS7 Signalling</u>		<u>USAGE</u>			
	Signal Switching/IAM msg	\$ 0.000121			
	Signal Transport/IAM msg	\$ 0.000046			
	Signal Formulation/IAM msg	\$ 0.000699			
	Signal Tandem Switching/IAM msg	\$ 0.000207			
	Signal Switching/TCAP msg	\$ 0.000103			
	Signal Transport/TCAP msg	\$ 0.000031			
	Signal Formulation/TCAP msg	\$ 0.000417			
	Point Code Addition	N/A			\$ 9.63
	Global Title Translation Addition	N/A			\$ 5.18
	Record				
	Disconnect				
<u>Unbundled Switch Port - Vertical Features</u>					
<u>Analog Line Port Features (per feature per port):</u>					
	Call Waiting	\$ -		NA	
	Call Forwarding Variable	\$ -		NA	
	Call Forwarding Busy Line	\$ -		NA	
	Call Forwarding Don't Answer	\$ -		NA	
	Three-Way Calling	\$ -		NA	
	Speed Calling - 8	\$ -		NA	
	Speed Calling - 30	\$ -		NA	
	Auto Callback/Auto Redial	\$ -		NA	
	Distinctive Ring/Priority Call	\$ -		NA	
	Selective Call Rejection/Call Blocker	\$ -		NA	
	Auto Recall/Call Return	\$ -		NA	
	Selective Call Forwarding	\$ -		NA	
	Calling Number Delivery	\$ -		NA	
	Calling Name Delivery	\$ -		NA	
	Calling Number/Name Blocking	\$ -		NA	
	Remote Access to Call Forwarding (RACF)	\$ -		NA	
<u>Analog Line Port Features:</u>					
	Personalized Ring (per arrangement per port)	\$ -		NA	
	Hunting Arrangement (per arrangement)	\$ -		NA	
<u>ISDN BRI Port Features (per B Channel, unless noted)</u>					
	CSV/CSD per ISDN BRI port (required/provided)	\$ -			
<u>Basic Centrex Electronic Key Line (EKL) Features</u>					
Basic EKL provides:					
	Bridged Call Exclusion				
	Bridging				
	Call Forwarding Don't Answer				
	Call Forwarding Interface Busy				

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN	AIT Generic Rates			
	AIT RECURRING		AIT NON-REC.	
	Monthly		Initial	Additional
Call Forwarding Variable				
Message Waiting Indicator				
Speed Call (Long)				
Speed Call (Short)				
Three-way Conference Calling				
Call Appearance Call Handling (CACH) EKL				
CACH EKL 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	NA	
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		\$ 189.07	NA
System Initial Establishment per Serving Office - Analog/ISDN BRI mix	NA		\$ 189.07	NA
System Initial Establishment per Serving Office - ISDN BRI Only	NA		\$ 189.07	NA
System Subsequent Change per Serving Office - Analog only system	NA		NA	\$ 25.82
System Subsequent Change per Serving Office - Analog/ISDN BRI mixed system	NA		NA	\$ 25.82
System Subsequent Change per Serving Office - ISDN BRI only system	NA		NA	\$ 25.82
System Subsequent Conversion per Serving Office - Add Analog to existing ISDN BRI only sys	NA		NA	NA
System Subsequent Conversion per Serving Office - Add ISDN BRI to existing Analog only sys	NA		NA	NA

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN	AIT Generic Rates			
	AIT RECURRING		AIT NON-REC.	
	Monthly		Initial	Additional
Analog Line Port (ALP) Features for Unbundled Centrex	\$ -		\$ 105.98	
System feature initialization per Centrex Common Block				
System Features (per Centrex Common Block)	\$ 354.86		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	\$ -		\$ 105.98	
System features (per Centrex Common Block)	\$ 354.86		NA	
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
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
RESALE					
		RESALE DISCOUNTS			
BUSINESS		RECURRING	ON-RECURRING		
LOCAL EXCHANGE SERVICE					
Business 1 Party		18.15%	18.15%		
Business - Measured		18.15%	18.15%		
Customer Operated Pay Telephone (COPT)		18.15%	18.15%		
EXPANDED LOCAL CALLING					
Interzone		18.15%	18.15%		
VERTICAL SERVICES					
Anonymous Call Rejection		18.15%	18.15%		
Repeat Dialing (Auto Redial)		18.15%	18.15%		
Repeat Dialing-Per Use (Auto Redial - Usage Sensitive)		18.15%	18.15%		
Call Blocker		18.15%	18.15%		
Call Forwarding		18.15%	18.15%		
Call Forwarding - Busy Line		18.15%	18.15%		
Call Forwarding - Busy Line/Don't Answer		18.15%	18.15%		
Call Forwarding - Don't Answer		18.15%	18.15%		
Automatic CallBack (Call Return)		18.15%	18.15%		
Automatic CallBack-Per Use (Call Return - Usage Sensitive)		18.15%	18.15%		
Call Trace		18.15%	18.15%		
Call Waiting		18.15%	18.15%		
Caller ID WithName (Calling Name)		18.15%	18.15%		
Caller ID (Calling Number)		18.15%	18.15%		
MultiRing Service -1 (Personalized Ring -1 Dependent Number)		18.15%	18.15%		
MultiRing Service -2 (Personalized Ring -2 Dependent Numbers)		18.15%	18.15%		
Remote Access to Call Forwarding (Grandfathered)		0%	0%		
Selective Call Forwarding		0%	0%		
Multi-Path Call Forwarding (Simultaneous Call Forwarding)		18.15%	18.15%		
Remote Call Forwarding-Per Feature		18.15%	18.15%		
RCF, Interstate, Interexchange		18.15%	18.15%		
RCF, Intrastate		18.15%	18.15%		
RCF, Interstate, International		18.15%	18.15%		
RCF, Intrastate, Interexchange		18.15%	18.15%		
RCF to 800		18.15%	18.15%		
RCF Additional		18.15%	18.15%		
Speed Calling 8		18.15%	18.15%		
Speed Calling 30		18.15%	18.15%		
Three Way Calling		18.15%	18.15%		
Call Screening		18.15%	18.15%		
Busy Line Transfer		18.15%	18.15%		
Alternate Answer		18.15%	18.15%		
Message Waiting - Tone		18.15%	18.15%		
Easy Call		18.15%	18.15%		
Prime Number Service		18.15%	18.15%		
AMERITECH Privacy Manager		18.15%	18.15%		
Name and Number Delivery Service		18.15%	18.15%		
DID					
DID		18.15%	18.15%		
TRUNKS					
Trunk		18.15%	18.15%		
AIN					
Area Wide Networking		18.15%	18.15%		
Ameritech Switch Alternate Routing (ANSAR)		18.15%	18.15%		
Ameritech Customer Location Alternate Routing (ACLAR)		18.15%	18.15%		
OTHER					

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	Grandfathered Services	0.00%	0.00%		
	Promotions (Greater than 90 days)	18.15%	18.15%		
	TouchTone (Business)	18.15%	18.15%		
	TouchTone (Trunk)	18.15%	18.15%		
	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	18.15%	18.15%		
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%		
	Connection Services	18.15%	18.15%		
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%		
	Shared Tenant Service	0%	0%		
	ISDN				
	ISDN	18.15%	18.15%		
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	18.15%	18.15%		
	Local Operator Assistance Service	18.15%	18.15%		
	TOLL				
	TOLL	18.15%	18.15%		
	OPTIONAL TOLL CALLING PLANS				
	Optional Toll Calling Plans	18.15%	18.15%		
	CENTREX (PLEXAR)				
	Ameritech Centrex Service ACS	18.15%	18.15%		
	Ameritech Centrex Network Manager	0%	0%		
	PRIVATE LINE				
	Analog Private Lines	18.15%	18.15%		
	Private Line Channel Services	18.15%	18.15%		
	RESIDENCE	RESALE DISCOUNTS			
	LOCAL EXCHANGE SERVICE	RECURRING		NON-RECURRING	
	Life Line	0%	0%		
	Residence 1 Party	18.15%	18.15%		
	Residence Measured	18.15%	18.15%		
	EXPANDED LOCAL CALLING				
	Interzone	18.15%	18.15%		
	VERTICAL SERVICES				
	Anonymous Call Rejection	18.15%	18.15%		
	Repeat Dialing (Auto Redial)	18.15%	18.15%		
	Repeat Dialing -Per Use (Auto Redial - Usage Sensitive)	18.15%	18.15%		
	Call Blocker	18.15%	18.15%		
	Call Forwarding	18.15%	18.15%		
	Call Forwarding - Busy Line	18.15%	18.15%		
	Call Forwarding - Busy Line/Don't Answer	18.15%	18.15%		
	Call Forwarding - Don't Answer	18.15%	18.15%		
	Automatic Call-Back (Call Return)	18.15%	18.15%		
	Automatic Call-Back Per Use (Call Return - Usage Sensitive)	18.15%	18.15%		
	Call Trace	18.15%	18.15%		
	Call Waiting	18.15%	18.15%		
	Caller ID with Name (Calling Name)	18.15%	18.15%		
	Caller ID (Calling Number)	18.15%	18.15%		
	Multi-Ring Service - 1 (Personalized Ring- 1 dependent number)	18.15%	18.15%		
	Multi-Ring Service - 2 (Personalized Ring - 2 dependent numbers - 1st dependent number)	18.15%	18.15%		
	Remote Access to Call Forwarding (GF)	0%	0%		
	RCF, Interstate, Interexchange	18.15%	18.15%		
	RCF, Intrastate	18.15%	18.15%		

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	RCF, Interstate, International	18.15%	18.15%		
	RCF, Intrastate, Interexchange	18.15%	18.15%		
	RCF to 800	18.15%	18.15%		
	RCF Additional	18.15%	18.15%		
	Selective Call Forwarding	18.15%	18.15%		
	Speed Calling 8	18.15%	18.15%		
	Three Way Calling	18.15%	18.15%		
	Call Screening	18.15%	18.15%		
	Busy Line Transfer	18.15%	18.15%		
	Alternate Answer	18.15%	18.15%		
	Message Waiting - Tone	18.15%	18.15%		
	Easy Call	18.15%	18.15%		
	AMERITECH Privacy Manager	18.15%	18.15%		
	Name and Number Delivery Service	18.15%	18.15%		
	ISDN				
	ISDN	18.15%	18.15%		
	OTHER (Resale)				
	DIRECTORY ASSISTANCE SERVICES				
	Directory Assistance Services	18.15%	18.15%		
	Local Operator Assistance Service	18.15%	18.15%		
	OTHER				
	Grandfathered Services	0%	0%		
	Promotions (Greater than 90 Days)	18.15%	18.15%		
	TouchTone	18.15%	18.15%		
	Home Services Packages	18.15%	18.15%		
	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	18.15%	18.15%		
	Carrier Disconnect Service (Company Initiated Suspension Service)	0%	0%		
	Connection Services	18.15%	18.15%		
	Premise Services/Line Backer (Maintenance of Service Charges)	0%	0%		
	Shared Tenant Service	0%	0%		
	TOLL				
	Toll	18.15%	18.15%		
	Electronic Billing Information Data (daily usage)	\$0.00			
	per message				
	Local disconnect Report (LDR)				
	Per WTN	\$0.00			
	Line Connection Charge				
	Residence		\$34.38		
	Business		\$34.38		
	Service Order/Service Request Charge				
	Residence		N/A		
	Business		N/A		
	Non-Electronic (Manual) Service Order Charge				
	Residence		\$8.91		
	Business		\$8.91		
	OTHER				
	Directory Assistance				

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	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		\$ 0.028	NA
	- Updates, per listing	NA		\$ 0.028	NA
	- Monthly Fulfillment Cost	\$ 1,229.46		NA	NA
	- Non-Recurring Costs per Customer	NA		\$ 4,837.04	NA
	Expanded Use (for local, local toll, and national DA service)				
	- Initial Load, per listing	NA		\$ 0.028	NA
	- Updates, per listing	NA		\$ 0.0362	NA
	- Monthly Fulfillment Cost	\$ 1,229.46		NA	NA
	- Non-Recurring Costs per Customer	NA		\$ 4,837.04	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	\$ 0.000698		NA	NA
	Shared Transport				
	Termination per Minute of Use (Statewide)	\$ 0.000260		NA	NA
	Facility per Minute, per Mile (Statewide)	\$ 0.000006		NA	NA
	Local Switching				
	Per Originating or Terminating MOU (Statewide)	\$ 0.004053		NA	NA
TRANSIT SERVICE					
	Tandem Switching				
	per minute of use	\$ 0.004002		NA	
	Tandem Termination				
	per minute of use	\$ 0.000260		NA	
	Tandem Facility				
	per minute of use	\$ 0.000084		NA	
COLLOCATION					
	Applicable to Cageless Physical Collocation Only				
	Order Charge/Connect Order			\$ 339.39	
	Order Charge/Disconnect Order			\$ 8.61	
	COBO per Initial bay			\$ 22,987.94	
	50%			\$ 11,493.97	
	25%			\$ 5,746.99	
	COBO ea addl bay			\$ 3,905.30	
	50%			\$ 1,952.65	

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

MICHIGAN		AIT Generic Rates			
		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	25%			\$ 976.33	
	CO Floor Space/bay	\$ 39.88			
Applicable to Shared Cage Physical Collocation Only					
	Order Charge per Connect Order			\$ 467.41	
	Order Charge/Disconnect order			\$ 8.61	
	COBO per initial 50 sqft			\$ 36,302.93	
	50%			\$ 18,151.47	
	25%			\$ 9,075.73	
	COBO ea addl 50 sqft			\$ 11,230.70	
	50%			\$ 5,615.35	
	25%			\$ 2,807.68	
	Enclosure 1st 50 sqft			\$ 2,762.54	
	enclosure ea addl 50 sqft			\$ 1,264.43	
	CO floor space/50 sqft	\$ 367.90			
Applicable to **100 SqFt Caged Physical Collocation Only					
	Order Charge/order			\$ 123.17	
	COBO - initial 100 sq ft			\$ 12,482.36	
	50%			\$ 6,241.18	
	25%			\$ 3,120.59	
	COBO - per addl 100 sq ft			\$ 5,342.22	
	50%			\$ 2,671.11	
	25%			\$ 1,335.56	
	CO floor space/100 sqft	\$ 703.69			
	Node encsoure - init 100 sqft			\$ 1,850.41	
	Node encsoure - ea addl 100 sqft			\$ 730.79	
**50 sq ft space is available via an NSCR					
Applicable to All Physical Collocation Offerings					
	Cable Pulling Ca Vault to Node -1st ft			\$ 36.59	
	Cable pulling Ca Vault to Node -ea addl ft			\$ 0.37	
	Power Delivery/Power lead			\$ 751.63	
	Space Reservation			\$ 304.78	
	Entrance Conduit/innerduct/ft	\$ 0.05			
	Passive bay Term (bay&Panel)/DS1 term	\$ 0.58			
	Passive bay Term (bay&Panel)/DS3 term	\$ 7.32			
	200 Conductor Block (outside node)	\$ 69.78			
	Digital Timing Source/synch signal provided	\$ 14.00			
	DS1 repeater	\$ 6.49			
	DS3 repeater	\$ 37.69			
	Security Photo ID card/card			\$ 8.50	
Applicable to All Physical & Virtual Collocation Offerings					
	Cable Vault Splicing - per initial			\$ 90.26	
	Cable Vault Splicing - per subsequent			\$ 6.61	
	Splice Testing - per Initial			\$ 20.73	
	Splice Testing - per subsequent			\$ 1.22	
	Cable Pulling MH to Cable Vault-1st ft			\$ 98.04	
	Cable Pulling MH to Cable Vault-ea addl ft			\$ 0.49	
	Diverse Riser/ft traversed			\$ 224.84	
	Power Consumption/Fuse Amp	\$ 5.73			
	Power Msmt Billing/Customer Arrgt	N/A			
	Power Consumption/KWH	N/A			
	Power Msmt/Customer Arrgt			N/A	
	Power Msmt Engrg Charge/Existing Arrgt			N/A	
	200 Conductor Electrical Cross Connect Block	\$ 69.78			
	Digital Cross-Connect Panel(DSX3)/DS3 term	\$ 16.61			
	Digital Cross-Connect Panel(DSX1)/DS1 panel	\$ 52.04			
	Optical Cross-Conn panel/OCX Panel segment	\$ 6.25			
	Riser space/ft	\$ 1.05			
Applicable to Virtual Collocation Only					
	Service Order			\$ 48.09	

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

AMERITECH
 TELEPHONE COMPANY
 MICHIGAN
 Rates
 February 17, 2000

APPENDIX PRICING
 AMERITECH/VECTRIS TELECOM, INC.

		AIT Generic Rates			
MICHIGAN		AIT RECURRING		AIT NON-REC.	
		Monthly		Initial	Additional
	Cable Pulling-Vault to LGX Panel- 1st ft			\$ 36.59	
	Cable Pulling-Vault to LGX Panel- ea addl ft			\$ 0.37	
	Proj Mgmt Fee - initial 7' bay			\$ 1,219.12	
	Proj Mgmt Fee - ea subs 7' bay			\$ 609.56	
	Proj Mgmt Fee - initial shelf			\$ 914.34	
	Proj Mgmt Fee - ea addl shelf			\$ 548.61	
	Proj Mgmt Fee - per rearrangement			\$ 731.47	
	Power Delivery/7' Bay			\$ 751.63	
	Thru Connect per DSX1 to DSX1	\$ 0.21		\$ 2.92	
	Thru Connect per OCX to OCX	\$ 1.60		\$ 2.92	
	7' bay (Co. provided/installed)/bay	\$ 41.17		\$ 164.00	
	7' bay (cust provided/installed)/bay	\$ 26.33			
	Riser Space/fiber termination	\$ 1.65			
	Digital Timing Source/timing ckt	\$ 2.79			
	Entrance Facility/ft	\$ 0.05			
Collocator to Collocator Cross Connect Service for Interconnection (CCCS)					
	Cable Racking/ft	\$ 1.56			
	Project Mgmt Fee			\$ 869.75	
Premises Report					
	Premises Report			T&M	
	Note: T & M - Time and Materials				

**Michigan
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 15%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 2 - Suburban		*	Discount existing rate in underlying agreement 26.6%	Uses existing rate in underlying agreement, if none, use generic rate	N/A
Zone 3 - Urban		*	Discount existing rate in underlying agreement 30%	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

**Michigan
Merger Commitment Amendements**

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

**Michigan
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

**Michigan
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

**Michigan
Merger Commitment Amendements**

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).				

EXHIBIT I

CLEC SERVING AREA DESCRIPTION AND E9-1-1
INTERCONNECTION DETAILS

CLEC NAME & CONTACTS	CLEC "OCN"	CLEC Switch	Switch Type	CLEC NPANXX(s) included	
E9-1-1 Coordinator			CLLI Code		
	CLEC Telco ID		"Connect Signal" Digits ⁽⁴⁾		Estimated # of EAAs
9-1-1 Database Manager	CLEC Service Area Definition		1 - 1		
			ETST Code	# 9-1-1 Trunks Requested	
			"Default" PSAP	Requested Service Date	
Switch Site Contact					

SBC-SWBT & SBC-SNET E9-1-1 SYSTEM
CONFIGURATION ASSOCIATED WITH DESIGNATED
E9-1-1 CONTROL OFFICE

E9-1-1 CONTROL OFFICE CLLI Code:	EXCHANGES FOR MSAG PULL ⁽¹⁾	PSAPs INCLUDED	E9-1-1 CUSTOMER and AGENCY TYPE ^(see legend below)
E9-1-1 Features Required:			
# of 9-1-1 Trunks from CLEC:			
MSAG Update Interval:	Monthly		

FOOTNOTES: (1) MSAG pull is keyed to these exchanges, and will only contain addresses in SWB's service area.

(2) n/a

(3) Only areas within the the listed exchanges and also within the jurisdiction of this PSAP

are included. The remainder of the PSAP's jurisdiction is not included.

(4) Refer to network interface specifications in Exhibit III.

TYPE of AGENCY LEGEND:	
HRC	= Home Rule City
ECD	= Emergency Communications District
COG	= Council of Governments or Regional Planning Commission
GLC	= General Law City
Cnty	= County with special provisions (only applies to Dallas County)

Date Prepared

Agreement No. _____

**MASTER AGREEMENT FOR ACCESS
TO POLES, DUCTS, CONDUITS, AND RIGHTS-OF-WAY (MISSOURI)**

This Agreement dated _____, 2000, is made by and between Southwestern Bell Telephone Company ("SWBT") and the undersigned Applicant. As provided in this Agreement, SWBT will provide Applicant nondiscriminatory access, in accordance with the Pole Attachment Act, the Telecommunications Act of 1996, and applicable rules, regulations, and commission orders, to poles, ducts, conduits, and rights-of-way owned or controlled by SWBT and located in this state.

ARTICLE 1: PARTIES

1.01 Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is a corporation chartered in the State of Missouri. SWBT's principal office is located at 1010 Pine Street, St. Louis, Missouri 63101.

1.02 Applicant. Applicant is a telecommunications carrier or cable television system doing business or operating in this State under the following name(s): Vectris Telecom, Inc.

Applicant maintains offices in this State at the following address: 5000 Plaza on the Lake, Suite 305, Austin, Texas 78746.

Applicant is more fully described in APPENDIX II ("Identification of Applicant").

ARTICLE 2: PURPOSE OF AGREEMENT

2.01 Primary Purpose of Agreement. The primary purpose of this Agreement is to set forth the rates, terms, conditions, and procedures under which SWBT will provide Applicant access to SWBT's poles, ducts, conduits, and rights-of-way located in this State.

2.02 Applicability. This Agreement applies to all poles, ducts, conduits, and rights-of-way subject to the Pole Attachment Act, 47 U.S.C. § 224, as amended by the Telecommunications Act of 1996, and further amendments.

2.03 Construction in Accordance with Purpose. All provisions of this Agreement shall be construed and applied consistently with the requirements of the Pole Attachment Act and those provisions of the Telecommunications Act of 1996, including but not limited to 47 U.S.C. §§ 251(b)(4) and 271(c)(2)(B)(iii), which mandate access to SWBT's poles, ducts, conduits, and rights-of-way.

2.04 Uniform Application and Nondiscriminatory Access. In Paragraph 1156 of the First Interconnection Order in CC Docket No. 96-98, the FCC has ordered that “[W]here access is mandated, the rates, terms, and conditions of access must be uniformly applied to all telecommunications carriers and cable operators that have or seek access.” In Paragraph 1157 of the First Interconnection Order, the FCC has further stated that except as specifically noted elsewhere in that order, “a utility may not favor itself over other parties with respect to the provision of telecommunications or video programming services.” This Agreement has been drafted and shall be construed to effectuate these nondiscriminatory access requirements.

2.05 Effect on Rights and Remedies under Law. This Agreement is intended by the parties to implement, rather than abridge, their respective rights under federal and state law. In the event of an irreconcilable conflict between any provision of this Agreement and any applicable federal or state laws, rules, regulations, or commission orders, the parties’ rights and remedies under such laws, rules, regulations, and orders shall take precedence over the terms of this Agreement.

2.06 Additional Negotiations. This Agreement is one of many agreements between SWBT and parties seeking access to SWBT’s poles, ducts, conduits, and rights-of-way in this State. Nothing contained in this Agreement shall preclude SWBT from negotiating additional or different terms of access with third parties. Applicant may, at any time, seek amendments to this Agreement to conform to the terms of agreements between SWBT and third parties. In addition, the parties acknowledge that it may be necessary to amend or supersede this Agreement to conform to changes in the law, streamline procedures for granting access, address issues not addressed in this Agreement, and resolve operational concerns arising by virtue of the presence of competing providers of telecommunications and cable television services on, within, or in the vicinity of SWBT’s poles, ducts, conduits, and rights-of-way. Each party shall, therefore, at the request of the other party, engage in good faith negotiations to supplement, amend or replace this Agreement.

2.07 Relationship to Interconnection Agreement. SWBT has provided Applicant the option of executing this Agreement either as a standalone agreement or as part of the interconnection agreement, if any, between the parties. Applicant’s election is reflected in this section, and this Agreement shall be construed in accordance with Applicant’s election. If this Agreement has been executed as part of an interconnection agreement, Applicant shall have the additional option of replacing this Agreement at any time with SWBT’s then-current Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way.

[] This Agreement has been entered into as a standalone Agreement.

[X] This Agreement has been entered into, at Applicant’s request, as an appendix, attachment, or exhibit to an interconnection agreement

between the parties. Except as otherwise specifically stated in this Agreement, the terms of this Agreement, which are specific to poles, ducts, conduits, and rights-of-way, shall apply in the event of conflict between the terms of this Agreement and the general terms and conditions set forth in the interconnection agreement.

2.08 Access Ancillary to Arrangements for Interconnection, Collocation, and Access to Unbundled Network Elements. Nothing contained in this Agreement shall be construed as precluding Applicant from having such additional access to SWBT's poles, ducts, conduits, and rights-of-way as may be necessary to effectuate the terms of other arrangements between Applicant and SWBT relating to interconnection, collocation, and access to unbundled network elements. To the extent that this Agreement does not provide the access required, additional terms of access may be included in any tariff or agreement between the parties establishing arrangements for interconnection, collocation, or access to unbundled network elements.

ARTICLE 3: DEFINITIONS

3.01 Definitions in general. As used in this Agreement, the terms defined in this article shall have the meanings set forth below in Sections 3.02 to 3.48 except as the context otherwise requires.

3.02 Agreement. The term "Agreement" refers to this Master Agreement for Access to Poles, Ducts, Conduits, and Rights-of-Way. The term "Agreement" includes all appendices, attachments, and addenda to this Agreement, including but not limited to addenda, if any, reflecting state-specific requirements or Applicant-specific requirements imposed by interconnection arbitration orders.

3.03 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole.

3.04 Appendix. The capitalized term "APPENDIX" refers to one of the following appendices to this Agreement.

APPENDIX I: Schedule of Rates, Fees, and Charges

APPENDIX II: Identification of Applicant

APPENDIX III: Administrative Forms and Notices

- 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

APPENDIX IV: Insurance Requirements

APPENDIX V: Nondisclosure Agreement

APPENDIX VI: Notices to Applicant

APPENDIX VII: Notices to SWBT

APPENDIX VIII: Identification of Utility Liaison Supervisor (ULS)

3.05 Assigned. When used with respect to pole, duct, conduit, or right-of-way space, the term “assigned” refers to space that is occupied by, or has been designated for occupancy by, either party or by a third party. Except as otherwise specifically provided in this Agreement, no person or entity shall have the right to occupy space assigned to another person or entity (other than on a temporary basis in the event of emergency as provided in Section 15.02 of this Agreement) until the assignment has been released or lapsed. Assignment procedures are described in Section 8.02 of this Agreement.

3.06 Authorized contractor. “Authorized contractors” are contractors selected by Applicant who may, subject to Applicant’s direction and control, perform facilities modification or make-ready work which would ordinarily be performed by SWBT or persons acting on SWBT’s behalf. As used in this Agreement, the term “authorized contractor” does not refer to contractors performing routine installation, maintenance, or repair work on Applicant’s behalf or other contractors who may be selected by Applicant to perform work on Applicant’s behalf without SWBT’s approval. More specifically, the term “authorized contractor” refers only to those contractors included on a list of contractors mutually approved by Applicant and SWBT to perform one or more of the following tasks within a specified SWBT construction district: (a) installation of those