

B16 R1V4A
NO. 17

- *35.2 SBC MISSOURI will provide CLEC with direct notice of any tariff or filing which concerns the subject matter of this Agreement in the same manner and for the same term as set forth in Section 15.4 for the subjects listed therein.

36.0 COMMISSION INTERPRETATION OF SAME OR SUBSTANTIVELY SIMILAR LANGUAGE

Any ruling by the Commission interpreting the same or substantively similar language in another Interconnection Agreement is applicable to the same or substantively similar language in this Agreement.

37.0 TARIFF REFERENCES

- *37.1 To the extent a tariff provision or rate is incorporated or otherwise applies between the Parties due to the provisions of this Agreement, it is understood that any changes to said tariff provision or rate are also automatically incorporated herein or otherwise hereunder, effective hereunder on the date any such change is effective.
- *37.2 Wherever the term "Customer" is used in connection with SBC MISSOURI's retail tariffs, the term "Customer" means the ultimate "consumer" or the "End User" of any tariffed service.

38.0 VERIFICATION REVIEWS

- 38.1 Subject to each Party's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, either Billed (auditing) Party may audit the Billing Party's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of the Billing (audited) Party's billing and invoicing. The Billing Party may audit the Billed Party's books, records and other documents once in each Contract Year for verification of the accuracy of information that the Billing (auditing) Party is entitled, under this Agreement, to rely on in billing and invoicing for services provided to the Billed (audited) Party hereunder. The Parties may employ other persons or firms for this purpose. Such audit will take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof.
- 38.2 The Billing Party will promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by the Billed Party in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. The credit shall include interest on the overpayment, which interest shall be computed in accordance with Section 9.1 of this Agreement. Any disputes concerning audit results will be resolved pursuant to the Dispute Resolution procedures described in Section 13 of this Agreement.
- 38.3 Each Party will cooperate fully in any audit performed pursuant to 38.1, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the accuracy of the Billing Party's bills. The audit will be conducted during normal business hours at an office designated by the Party being audited. The Parties agree to retain records of call detail for two years from when the calls were initially reported to the other Party.
- 38.4 Either Party may audit the other Party's books, records and documents more than once during any Contract Year if the audit pursuant to Section 38.1 found previously uncorrected net variances or errors in invoices in the other Party's favor with an aggregate value of at least two percent (2%) of the amounts payable by the Billed Party for Resale services, Network Elements, Combinations or usage based charges provided during the period covered by the audit.

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- 38.5 Except as may be otherwise provided in this Agreement, audits will be at the auditing Party's expense.
- 38.6 This Section 38 also applies to the audit by the Billing Party of the Billed Party's books, records, and other documents related to the development of the percent local usage (PLU) used to measure and settle jurisdictionally unidentified traffic, including but not limited to calls for which calling party number (CPN) is not transmitted, in connection with Attachment 12: Inter-carrier Compensation. If the PLU is adjusted based upon the audit results, the adjusted PLU will apply for the remainder of current quarter and for the subsequent quarter following the completion of the audit. If the PLU is adjusted based upon the audit results, the Billing Party may audit the Billed Party again during the subsequent nine (9) month period, notwithstanding any other provisions in the Agreement. If as a result of the audit, either Party has overstated the PLU or underreported the call detail usage by twenty percent (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit and will pay for the cost of the subsequent audit which is to happen within nine (9) months of the initial audit.
- 38.7 Information obtained or received by either Party in connection with Sections 38.1 through 38.6 will be subject to the confidentiality provisions of Section 6 of this Agreement.
- 39.0 COMPLETE TERMS
- 39.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.
- 39.2 Neither Party will be bound by an amendment, modification or additional term unless it is reduced to writing signed by an authorized representative of the party sought to be bound. The rates, terms and conditions contained in the amendment shall become effective upon approval of such amendment by the Commission.
- 40.0 COOPERATION ON PREVENTING END USER FRAUD
- 40.1 Each Party shall be liable for any fraud associated with that Party's end user's account, including 1+ IntraLATA toll, ported numbers, and Alternate Billing Service (ABS). ABS is a service that allows end users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.
- 40.2 The Parties agree to cooperate with one another to investigate, minimize, and take corrective action in cases of fraud. The Parties' fraud minimization procedures are to be cost-effective and implemented so as not to unduly burden or harm one Party as compared to the other.
- 40.3 In cases of suspected fraudulent activity by an end user, at a minimum, the cooperation referenced in the above paragraph will include providing to the other Party, upon request, information concerning end users who terminate services to that Party without paying all outstanding charges. The Party seeking such information is responsible for securing the end user's permission to obtain such information.
- 41.0 NOTICE OF NETWORK CHANGES
- *41.1 SBC MISSOURI agrees to provide CLEC reasonable notice consistent with applicable rules, of changes in the information necessary for the transmission and routing of services using SBC MISSOURI's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit SBC MISSOURI's ability to upgrade its network through the incorporation of new equipment, new software or otherwise nor to limit CLEC's access to UNEs provided over those facilities.

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