

ATTACHMENT 4: CONNECTIVITY BILLING - RESALE

1.0 GENERAL

This Attachment 4: Connectivity Billing-Resale describes the requirements for SBC MISSOURI to bill all charges CLEC incurs for purchasing Resale services.

2.0 BILLABLE INFORMATION AND CHARGES

2.1 In accordance with this Agreement, SBC MISSOURI will bill those charges CLEC incurs as a result of CLEC purchasing Resale services from SBC MISSOURI (hereinafter "Connectivity Charges"). Each bill for Connectivity Charges (hereinafter "Connectivity Bill") will be formatted in accordance with EDI for Resale services. CLEC will translate the EDI formatted bills to meet CABS/BOS specifications. SBC MISSOURI will assist CLEC with EDI mapping. Each Billing Account Number (BAN) will be sufficient to enable CLEC to identify the Resale services ordered by CLEC to which Connectivity Charges apply. Each Connectivity Bill, including Auxiliary Service Information, will set forth the quantity and description of Resale services provided and billed to CLEC.

2.2 SBC MISSOURI will provide CLEC a monthly Connectivity Bill that includes all Connectivity Charges incurred by and credits and/or adjustments due to CLEC for those Resale services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Connectivity Bill, including Auxiliary Service Information, provided by SBC MISSOURI to CLEC will include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date; (4) any known unbilled usage sensitive charges for prior periods; (5) any known unbilled adjustments; and (6) any Customer Service Record (CSR) for all flat-rated charges.

2.3 The Bill Date, as defined herein, must be present on each bill transmitted by SBC MISSOURI to CLEC. Connectivity Bills will not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date.

2.4 Each Party will provide the other Party at no charge a contact person for the handling of any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment 4: Connectivity Billing - Resale.

2.5 SBC MISSOURI will assign to CLEC one Billing Account Number (BAN) per Regional Accounting Office (RAO) for consumer and one BAN per RAO for business.

3.0 ISSUANCE OF CONNECTIVITY BILLS - GENERAL

SBC MISSOURI will issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section. SBC MISSOURI will establish monthly billing dates (Bill Date) for each BAN, as further defined in the EDI/BOS document, which Bill Date will be the same date month to month. Each BAN will be provided in 13 alpha/numeric characters and will remain constant from month to month, unless changed as agreed to by the Parties. Each Party will provide the other Party at least thirty (30) calendar day's written notice prior to changing, adding or deleting a BAN. The Parties will provide one Connectivity Billing invoice associated with each BAN. Multiple BANs for each Regional Accounting Office (RAO) will be provided as part of a single EDI transmission. All Connectivity Bills must be received by CLEC no later than ten (10) calendar

days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment 4: Connectivity Billing - Resale), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as the Parties agree) will be deemed received the next business day. If CLEC fails to receive Connectivity Billing data and information within the time period specified above, the payment due date will be extended by the number of days the Connectivity Bill is late.

- 3.2 If CLEC requests an additional copy(ies) of a bill, CLEC will pay SBC MISSOURI a reasonable fee per additional bill copy, unless such copy(ies) was requested due to errors, omissions, or corrections or the failure of the original transmission to comply with the specifications set forth in this Agreement.
- 3.3 To avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, the Parties will provide each other with their respective process specifications and edit requirements. CLEC will provide SBC MISSOURI reasonable (within 24 hours) notice if a Connectivity Billing transmission is received that does not meet the specifications in this Attachment. Such transmission will be corrected and resubmitted to CLEC at SBC MISSOURI' sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment 4: Connectivity Billing - Resale. Conformed pursuant to Missouri Commission Award- Resale issue # 6.

4.0 ELECTRONIC TRANSMISSIONS

- 4.1 SBC MISSOURI will electronically transmit Connectivity Billing information and data for Resale services in the appropriate EDI format via Connect: Direct as outlined in SBC MISSOURI' Electronic Commerce Customer Guide dated May 1995, or as the Parties may otherwise agree. The Parties agree that a T1.5 or 56kb circuit to the gateway for Connect: Direct is required. If SBC MISSOURI has an established Connect: Direct link with CLEC, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. SBC MISSOURI and CLEC will provide each other appropriate Connect: Direct Node IDs. Any change to either Party's Connect: Direct Node IDs must be sent to the other Party no later than twenty-one (21) calendar days before the change takes effect.

5.0 TAPE OR PAPER TRANSMISSIONS

- 5.1 In the event either Party does not have Connect: Direct capabilities upon the Effective Date of this Agreement, such Party agrees to establish Connect: Direct transmission capabilities with the other Party within the time period mutually agreed and at the establishing Party's expense. Until such time, the Parties will transmit billing information to each other via magnetic tape or paper (as agreed to by CLEC and SBC MISSOURI). Connectivity billing information and data for payment contained on magnetic tapes or paper will be sent to the Parties at mutually agreeable locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data will not be returned to the sending Party. The Parties will develop the format for paper or tape transmission as part of the implementation process.

6.0 TESTING REQUIREMENTS

- 6.1 At least ninety (90) days prior to SBC MISSOURI sending CLEC a mechanized Connectivity Bill for the first time via electronic transmission, or tape, or at least 30 days prior to changing mechanized formats, SBC MISSOURI will send to CLEC Connectivity Bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment 4: Connectivity Billing - Resale. The Parties will mutually agree to develop a testing process to ensure the accurate transmission of the Connectivity Bill. When SBC MISSOURI meets mutually agreed testing specifications, SBC MISSOURI may begin sending CLEC mechanized Connectivity Bills on the next Bill Date, or within ten (10) days, whichever is later.

7.0 ADDITIONAL REQUIREMENTS

- 7.1 SBC MISSOURI agrees that if it transmits data to CLEC in a mechanized format, SBC MISSOURI will also comply with the following specifications which are not contained in EDI/BOS guidelines but which are necessary for CLEC to process Connectivity Billing information and data:

- a) The BAN shall not contain embedded spaces or low values;
- b) The Bill Date shall not contain spaces or non-numeric values;
- c) Each Connectivity Bill must contain at least one detail record;
- d) Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

8.0 BILL ACCURACY CERTIFICATION

- 8.1 The Parties agree that in order to ensure the proper performance and integrity of the entire Connectivity Billing process, SBC MISSOURI will develop the processes and methodologies required for Resale services bill certification.

9.0 PAYMENT OF CHARGES

- 9.1 Payment shall be subject to the terms of the General Terms and Conditions of this Agreement. **Resolved issue #7**

10.0 EXAMINATION OF RECORDS

- 10.1 Without waiver of and in addition to the Audit rights in the General part of this Agreement, upon reasonable notice and at reasonable times, CLEC or its authorized representatives may examine SBC MISSOURI' documents, systems, records and procedures which relate to the billing of the Connectivity Charges to CLEC under this Attachment 4: Connectivity Billing - Resale.