ATTACHMENT 5: PROVISION OF CUSTOMER USAGE DATA - RESALE

1.0 INTRODUCTION

1.1 This Attachment sets forth the terms and conditions for SBC MISSOURI' provision of Usage Data (as defined in this Attachment) to CLEC. Usage Data will be provided by SBC MISSOURI to CLEC when CLEC purchases Resale services from SBC MISSOURI.

2.0 GENERAL REQUIREMENTS FOR USAGE DATA

- 2.1 SBC MISSOURI' provision of Usage Data to CLEC will be in accordance with performance metrics as reported on CLEC Online. SBC MISSOURI' performance based on such performance metrics will be measured and reported at the time CLEC begins providing local service to customers but the SBC MISSOURI' provision of Usage Data will not be required to meet such performance metrics until six months after CLEC begins providing local services to customers
- 2.2 SBC-MISSOURI will retain Usage Data in accordance with the SBC Daily Usage File User's Guide available on SBC's CLEC Online website subject to applicable laws and regulations.

3.0 USAGE DATA SPECIFICATIONS

- 3.1 SBC MISSOURI will provide usage data for CLEC Customers using SBC MISSOURI provided Resale services. Usage Data includes, but is not limited to, the following categories of information:
 - a) Completed calls;
 - b) Use of CLASS/LASS/Custom Features;
 - c) Calls to Directory Assistance where SBC MISSOURI provides such service to an CLEC customer;
 - d) Calls completed via SBC MISSOURI provided Operator Services where SBC MISSOURI provides such service to CLEC's Local Service customer;
 - e) Station level detail for SBC MISSOURI provided PLEXAR[®] families of services;
 - f) Complete call detail and complete timing information for Resale services.

SBC MISSOURI will provide Usage Data for calls that SBC MISSOURI records. (e.g., Local Measured Services)

4.0 USAGE DATA FORMAT

- 4.1 SBC MISSOURI will provide Usage Data in the Alliance for Telecommunications Industry Solutions (ATIS) Ordering and Billing Forum (OBF) Exchange Message Interface (EMI) format and by category, group and record type, as specified in the SBC Daily Usage File User's Guide or as otherwise mutually agreed to by the Parties.
- 4.2 SBC MISSOURI will include the Working Telephone Number (WTN) of the call originator on each EMI call record, when available.
- 4.3 End user customer usage records and station level detail records will be in packs in accordance with EMI standards.

5.0 USAGE DATA REQUIREMENTS

- 5.1 SBC MISSOURI will pack and organize the Usage Data according to EMI guidelines.
- 5.2 SBC MISSOURI will provide Usage Data for Resale services to a CLEC locations as agreed to by the Parties.
- 5.3 SBC MISSOURI will transmit formatted Usage Data to CLEC via CONNECT: Direct or as otherwise agreed to by the Parties.
- 5.4 CLEC and SBC MISSOURI will test and certify the CONNECT:Direct interface to ensure the accurate transmission of Usage Data.
- 5.5 SBC MISSOURI will provide Usage Data to CLEC daily (normally Monday through Friday cycles). Holiday exceptions are listed in the SBC Daily Usage File User's Guide.
- 5.6 The IS Call Center can be contacted to respond to CLEC record transmission inquiries. Other Usage inquiries should be coordinated through Account Management. If written notification is not received within thirty (30) calendar days, SBC MISSOURI shall have no further obligation to recover the data and shall have no further liability to the CLEC. Conformed pursuant to Missouri Commission Award- Resale issue # 8.

6.0 ALTERNATIVELY BILLED CALLS

- 6.1 Calls that are placed using the services of SBC MISSOURI or another LEC or LSP and billed to a Resale service line of CLEC are called "Incollects." Calls that are placed using CLEC Resale service and billed to a SBC MISSOURI line or other LEC or LSP are called "Outcollects."
- 6.2 Outcollects: SBC MISSOURI will provide to CLEC the unrated message detail that originates from an CLEC subscriber line but which is billed to a telephone number other than the originating number (e.g., calling card, bill-to-third number, etc.) (Outcollects). SBC MISSOURI will transmit such data to CLEC via the DUF. on a daily basis. CLEC as the LSP will be deemed the earning company and will be responsible for rating the message at CLEC tariffed rates and CLEC will be responsible for providing the billing message detail to the billing company for end-user billing. CLEC will pay to SBC MISSOURI a per message charge, as specified in the Pricing Schedule, for SBC MISSOURI' transmission of outcollect messages to CLEC. CLEC will be compensated by the billing company for the revenue it is due. In addition, CLEC will compensate SBC MISSOURI for the receipt of the intraLATA toll message in accordance with Attachment 1: Resale of this Agreement. Conformed pursuant to Missouri Commission Award- Resale issue # 1.
- 6.3 Incollects: SBC MISSOURI will provide the rated messages it receives from the CMDS1 network to CLEC for billing to CLEC's end-users associated with messages that originate from a number other than the billing number and that are billable to CLEC customers ("Incollects"). SBC MISSOURI will transmit such data to CLEC via the DUF on a daily basis. SBC MISSOURI will credit CLEC the Billing and Collection (B&C) fee, as specified in the Pricing Schedule, per billed message billing the Incollects. CLEC will pay to SBC MISSOURI a per message charge for SBC MISSOURI's transmission of incollect messages to CLEC. Conformed pursuant to Missouri Commission Award-Resale issue # 1.

7.0 PRICING

7.1 SBC MISSOURI will bill and CLEC will pay the applicable charges for Usage Data set forth in the Pricing Schedule this Agreement. Billing and payment will be in accordance with the applicable terms and conditions set forth in this Agreement.