3.5.3.1.3 Total number and percent of missed firm order confirmation dates

3.5.3.1.4 Total number and percent of rejected orders

3.5.3.1.5 Total number and percent of late rejection notifications

3.5.3.2 MCIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

Section 4. Billing and Recording

4.1 **Procedures**

4.1.1 The Parties shall comply with industry, OBF and other guidelines, as applicable, referred to throughout this Agreement. When new or changed guidelines are introduced into the industry, the Parties agree to negotiate an implementation date for new or changed guidelines.

4.1.2 NYNEX shall record and bill in accordance with this Agreement those charges MCIm incurs as a result of MCIm purchases of NYNEX services, as set forth in this Agreement.

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4.1.4 Each service purchased by MCIm shall be assigned a separate and unique billing service identifying code (e.g., USOC) to be utilized in the ordering and billing process. Each such billing code shall enable MCIm to identify the service.

4.1.5 Each bill shall set forth the quantity and description, including jurisdictional nature, of each such service provided and billed to MCIm.

4.1.6 The Parties shall bill each other for each service supplied pursuant to this Agreement at the rates forth in this Agreement or in applicable tariffs as approved by the appropriate state or federal regulatory agency.

4.1.7 The Parties shall bill each other for the charges incurred; provided that, for those usage based charges where actual charge information is not determinable because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate,

intrastate/ intraLATA, local) of the traffic is unidentifiable, or for other reason, the Parties shall jointly develop a process to determine the appropriate charges.

4.1.8 Measurement of unbundled Network Elements usage-based charges shall be in actual access measurements as defined in the Carrier Access Tariffs. The measurement per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute. Resale usage shall be measured as defined in the applicable tariff.

4.1.9 The Parties shall provide to each other at no additional charge a SPOC for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement. The Parties may establish a separate point of contact for unbundled Network Elements and for Resale Services.

4.1.10 The Parties shall provide each other a single point contact for handling any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

4.1.11 As soon as possible after completion of this Agreement, each Party shall provide the other Party written notice of which form of the monthly bill shall be the official bill to assist the Parties in resolving any conflicts that may arise between the official bill and another form of bill received via a different media which purportedly contains the same charges as are on the official bill.

4.1.12 If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

4.1.13 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other process specifications. Each Party shall comply with the other Party's processing specifications when transmitting billing data. In the event that a billing transmission is received that does not meet the receiving Party's specifications or that such Party cannot process, such transmission shall be corrected and resubmitted to the sending Party, at the sending Party's expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty (30) 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 VIII.

4.1.14 Each Party shall deliver to a location specified by the other Party, billing information via CONNECT: Direct, magnetic tape or paper, or as otherwise agreed by the Parties. In the event of an emergency, system failure or other such condition which prevents transmitting via CONNECT: Direct, the transmitting Party shall notify the receiving Party of such difficulties within two hours of detection and the transmitting Party shall deliver to a location specified by the receiving Party billing information via magnetic tape or paper, as agreed by the Parties. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data shall not be returned to the sending Party.

4.1.15 Subject to the terms of this Agreement, including without limitation Sections 4.1.16 and 4.1.18 of this Attachment VIII, the Parties shall pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

4.1.16 Billed amounts which are being investigated, queried, or for which claims have been filed are not due for payment until such investigations, claims or queries have been fully resolved by both MCIm and NYNEX. Upon resolution of the claim, late payment charges shall apply to MCIm on those portions of the claim not upheld.

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4.1.18 **Billing and Payment**

In consideration of the services provided under this Agreement, each Party shall pay the charges set forth in Attachment I. The billing and payment procedures for all charges incurred by the Parties hereunder, except for such charges as are subject to Section 4 of this Attachment, are as follows:

4.1.18.1 **Payment Arrangements**

Each Party shall bill on a current basis all charges incurred by the other Party under this Agreement for services of whatever kind, including the

provision of unbundled Network Elements, established, discontinued or performed during the preceding billing period. In addition, each Party may bill in advance for all such services to be provided during the ensuing billing period, except for charges associated with service usage which will be billed in arrears. Each Party also may backbill for prior billing periods for charges or credits arising out of inaccurate local usage percentages. The bill day, the period of service each bill covers, and the payment date will be as follows:

4.1.18.1.1 Each Party shall establish a bill day each month for the other Party's accounts. The bill will cover non-usage sensitive service charges for the ensuing billing period for which the bill is rendered, any known unbilled non-usage sensitive charges for prior periods and unbilled usage charges for the period beginning with the last bill day and extending up to, but not including, the current bill day. Any known unbilled usage charges for prior periods and any known unbilled adjustments will be applied to this bill. Payment for such bills is due as set forth in Section 4.1.18.1.2 following. If payment is not received by the payment date, as set forth in Section 4.1.18.1.2 following, in immediately available funds, a late payment penalty shall apply as set forth in Section 4.1.18.1.2 following;

4.1.18.1.2 All bills dated as set forth in Section 4.1.18.1.1 above shall be due thirty-one (31) days after the bill day (payment date), unless the billed Party is able to establish that the bill was not timely received (i.e., at least twenty (20) calendar days prior to the payment date), in which case the payment date shall be twenty (20) calendar days from the date of the receipt of the bill. All bills shall be paid in immediately available funds. If such payment date will cause payment to be due on a Saturday, Sunday or legal holiday, payment for such bills will be due as follows:

4.1.18.1.2.1 If such payment date falls on a Sunday or on a legal holiday that is observed on a Monday, the payment date shall be the first non-holiday day following such Sunday or legal holiday.

4.1.18.1.2.2 If such payment date falls on a Saturday or on a legal holiday that is observed on Tuesday, Wednesday,

Thursday or Friday, the payment date shall be the last non-holiday day preceding such Saturday or legal holiday.

4.1.18.1.2.3 Further, if any portion of the payment due is received after the payment date, or if any portion of the said payment is received in funds that are not immediately available, then a late payment penalty shall be due. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be the lesser of:

4.1.18.1.2.3.1 The highest interest rate (in decimal value) that may be lawfully levied for commercial transactions times the number of days from the payment date to, and including, the date that the payment is actually made; or

4.1.18.1.2.3.2 0.0005 per day, simple interest times the number of days from the payment date to, and including, the date that payment is actually made.

4.1.18.2 **Payments of Disputed Amounts**

In the event that a Party disputes any charges billed to it, the following provisions shall apply:

4.1.18.2.1 The first day of the dispute shall be the date on which the disputing Party furnishes the non-disputing Party, in writing, with the account number under which the bill has been rendered, the date of the bill and the specific items on the bill being disputed.

4.1.18.2.2 If the Parties are unable to resolve the issues related to the disputed amounts in the normal course of business within ninety (90) days after delivery by the disputing Party of notice of the disputed amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of billing generally. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good

faith in an effort to resolve the dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored.

4.1.18.2.3 If the Parties are unable to resolve issues related to the disputed amounts within forty-five (45) days after the Parties' appointment of designated representatives pursuant to Section 4.1.18.2.2 above, then the matter shall be referred to arbitration to the Commission.

4.1.18.2.4 The Parties agree that all negotiations pursuant to this Section with respect to disputed amounts shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

4.1.18.2.5 If a billing dispute is resolved in favor of the non-disputing Party, any payments withheld pending resolution of the dispute shall be subject to the late payment penalty as set forth in Section 4.1.18.1.2.3 above. Further, the disputing Party shall not receive a disputed amount penalty credit.

4.1.18.2.6 If the disputing Party disputes a bill within three (3) months of the payment date and pays the total billed amount on or before the payment date, and the billing dispute is resolved in favor of the disputing Party, the disputing Party shall receive a credit for a disputed amount penalty from the non-disputing Party for the period starting with the date of payment and ending on the date of resolution. The credit for a disputed amount penalty shall be the following:

4.1.18.2.6.1 The disputed amount penalty shall be the disputed amount resolved in the disputing Party's favor times a factor that shall be the lesser of:

4.1.18.2.6.1.1 The highest interest rate (in decimal value) which may be levied by law for commercial transactions, for the number of days from the first

date to and including the last date of the period involved; or

4.1.18.2.6.1.2 0.0005 per day simple interest times the number of days from the first date to and including the last date of the period involved.

4.1.18.2.7 If the disputing Party disputes a bill within three (3) months of the payment date and pays the total billed amount after the payment date, and the billing dispute is resolved in favor of the disputing Party, the disputing Party shall receive a credit for a disputed amount penalty from the non-disputing Party for the period starting with the date payment was received by the non-disputing Party and ending on the date of the disputed amount resolved in the disputing Party's favor. The credit for a disputed amount penalty shall be as set forth in Section 4.1.18.2.6.1 above. In addition, the late payment penalty applied to the disputed amount resolved in the disputing Party's favor as set forth in Section 4.1.18.1.2.3 above shall be credited to the disputing Party.

4.1.18.2.8 If the disputing Party disputes a bill within three (3) months of the payment date and does not pay the disputed amount or does not pay the non-disputing Party the non-disputed and disputed amount, and the billing dispute is resolved in favor of the disputing Party, the disputing Party shall not receive a credit for a disputed amount penalty from the non-disputing Party. The late payment penalty applied to the disputed amount resolved in the non-disputing Party's favor as set forth in Section 4.1.18.1.2.3 above shall not be credited to the disputing Party.

4.1.18.2.9 If the disputing Party disputes a bill after three (3) months or more after the payment date and pays the total billed amount on or before the dispute date or after the dispute date but prior to the date of resolution and the billing dispute is resolved in favor of the disputing Party, the disputing Party shall receive a credit for a disputed amount penalty from the non-disputing Party for the period starting with the date of dispute (if the payment was received before or on the dispute date) and ending on the date of resolution. The disputing Party also shall receive a credit for the late payment penalty applied to the disputed amount resolved in

the disputing Party's favor, if the payment was received on or before the dispute date. If the payment was received after the dispute date but prior to the date of resolution, the disputing Party shall receive a credit for a late payment penalty applied to the disputed amount resolved in the disputing Party's favor for the period starting with the date of dispute and ending on the date of payment.

4.1.18.3 **Miscellaneous Billing Provisions**

4.1.18.3.1 Adjustments for the quantities of services established or discontinued in any billing period will be prorated to the number of days or major fraction of days based on a thirty (30) day month.

4.1.18.3.2 The non-disputing Party shall, upon request and if available, furnish to the disputing Party such detailed information as may reasonably be required for verification of any bill.

4.1.18.3.3 When a rate as set forth in these terms and conditions is shown to more than two (2) decimal places, the charge shall be determined using the rate shown. The resulting amount will then be rounded to the nearest penny (i.e., rounded to two (2) decimal places).

4.1.18.3.4 When credit adjustments apply, credit adjustments will be computed by apportioning the total intrastate usage associated with the honored claim into day, evening and night periods using the Time of Day distribution applicable to the disputing Party. The usage is then multiplied by the appropriate day, evening and night rates.

4.1.19 The Parties shall reimburse each other for incorrect billing charges including without limitation: overcharges, services ordered or requested but not delivered. Reimbursements shall be set forth in the appropriate section of the bill pursuant to CABS/CRIS BOS standards.

4.1.20 The Parties agree to record call information in accordance with this Section 4.1. To the extent technically feasible and where a Party does so for itself, the Party shall record all call detail information associated with every call completed to the other Party's local exchange subscriber. These records shall be

provided at a Party's request and shall be formatted pursuant to Bellcore's EMR standards and the terms and conditions of this Agreement. These records shall be transmitted to the other Party daily in EMR format via CONNECT: Direct. Each Party shall bill record transmittal charges to the other Party for delivery of such records. The Parties agree that each shall retain, at its sole expense, copies of all EMR records transmitted to the other Party for at least forty-five (45) calendar days after transmission to the other Party.

4.1.21 When MCIm collocates with NYNEX in NYNEX's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to MCIm pursuant to this Attachment VIII. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS BOX documents provide the guidelines on how to bill the charges associated with collocation.) The bill label for such collocation charges shall be entitled "Expanded Interconnection Service." The bill label for non-capital recurring collocation expenses shall be presented in accordance with the current procedures for existing collocation bills that NYNEX renders.

4.1.22 The Parties shall provide meet point billing records in EMR standard format to enable the Parties to bill and collect charges from IEC's for access related to interexchange calls.

4.1.22.1 MCIm and NYNEX will establish MPB arrangements for jointly provided switched access to an IEC in accordance with the MPB guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the NECA Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

4.1.22.2 MCIm and NYNEX will implement the "Multiple Bill/Single Tariff" option, except as otherwise mutually agreed to by the Parties, in order to bill IEC for that portion of the network elements provided by MCIm or NYNEX. For all traffic carried over the MPB arrangement, MCIm and NYNEX shall each bill for its own portion of applicable rate elements.

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4.1.22.4 NYNEX and MCIm agree that in a MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any RIC and CCL charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the Party providing the access tandem is only entitled to bill the access tandem fee, and their appropriate share of local transport charges and their entrance facilities between the IEC Point of Presence and tandem. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, their appropriate share of local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges. The Parties agree to renegotiate this section in the event of an FCC or Commission decision regarding access charges.

4.1.22.5 NYNEX and MCIm will record and transmit MPB information in accordance with the standards and in the format set forth in this Section. NYNEX and MCIm will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

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4.1.22.9 NYNEX shall, except in instances of capacity limitations, permit and enable MCIm to sub-tend the NYNEX access tandem switch(es) *nearest to the MCIm rating point(s) associated with the* NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, MCIm shall be allowed to sub-tend the next-nearest NYNEX access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.

4.1.22.10 Neither MCIm nor NYNEX will charge the other for the services rendered, or for information provided pursuant to Subsection 4.1.22 of this Section, except for a recording charge of $.00415 per message recorded. The Parties agree that this charge will be applied to originating messages and to terminating messages. Both Parties will provide the other an SPOC to handle any MPB questions.

4.1.23 Under a switched access MPB arrangement between MCIm and NYNEX, MCIm and NYNEX shall share intrastate and interstate access charges for ported calls. NYNEX shall charge the IEC for transport from the point of presence to the end office where the call terminates or to a designated meet point where the call is handed off to MCIm. MCIm will charge the IEC MCIm's share of switched access rates to terminate the call.

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4.1.23.2 When an IEC terminates an interLATA or IntraLATA toll call to an MCIm local exchange customer whose telephone number has been ported from NYNEX, the Parties agree that MCIm shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. NYNEX shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by NYNEX, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an MCIm local exchange customer whose telephone number has been ported from NYNEX, and is terminated on MCIm's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

4.1.24 NYNEX and MCIm shall determine the appropriate and mutually agreeable form of administrative billing between billing carriers.

4.1.25 NYNEX shall establish a switched access MPB arrangement with MCIm. This arrangement will include tandem routed IEC calls and IEC calls routed through a line that is ported via RCF or other standard number portability arrangement.

4.1.25.1 MCIm will bill for carrier common line, local switching, RIC and its portion of the transport charges for tandem routed IEC calls. For lines

that are ported from NYNEX to MCIm, NYNEX will bill only transport charges. MCIm will bill for all other applicable access charges.

4.1.25.2 NYNEX and MCIm will provide all necessary switched access records to each other for access billing.

4.2 Information Exchange and Interfaces

4.2.1 The Parties shall provide to each other a monthly bill that includes all charges incurred by and credits and/or adjustments due to other Party for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each Party shall issue monthly bills scheduled in accordance with such Party's billing system standard calendar. bills provided by the Parties shall include:

4.2.1.1 all non-usage sensitive charges incurred for the period beginning with the day of the current bill date and extending to the day before the next bill date;

4.2.1.2 any known unbilled non-usage sensitive charges for prior periods;

4.2.1.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date;

4.2.1.4 any known unbilled usage sensitive charges for prior periods; and

4.2.1.5 any known unbilled adjustments.

4.2.3 The Bill Date (defined as the date the bill was prepared) must be present on each bill transmitted and must be a valid calendar date.

4.2.4 On each bill where "Jurisdiction" is identified, local and local toll charges shall be identified. The Parties shall provide from through dates for charges rendered on all bills.

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4.2.7 NYNEX and MCIm shall issue all bills in accordance with the terms and conditions set forth in this Section 4. Unless otherwise agreed by the Parties, BANs shall be 13 character alpha/numeric. The Bill Date shall be the same month to month. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. Each bill must contain an invoice number. Each bill associated with a BAN shall contain, the appropriate invoice number and the charges. All bills must be received by the other Party no later than ten (10) calendar days from the Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment VIII), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above the payment due date will be extended by the number of days receipt has been delayed.

4.2.8 The Parties shall issue all bills containing such billing data and information in accordance with the most current version of CABS /CRIS BOX published by Bellcore, or its successor, or such later versions as are adopted by Bellcore, or its successor as defined in Section 4.1.1 of this Attachment. To the extent that there are no CABS/CRIS BOX standards governing the formatting of certain data, such data shall be issued in the format mutually agreed by the Parties. When new or changed guidelines are introduced into the industry, the Parties agree to negotiate an implementation date for new or changed guidelines.

4.2.9 Each Party shall transmit billing information and data in the appropriate CABS/CRIS BOX format to the other Party at the location specified by the receiving Party. Any change to either Party's NDM Node ID must be sent to the other Party no later than thirty (30) calendar days before the changes take effect.

4.2.10 In emergency situations when tape transmittal has been used, NYNEX shall adhere to the tape packaging requirements set forth in this Agreement. NYNEX shall clearly mark on the outside of each shipping container its name, contact and return address.

4.2.11 All emergency billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the parties' record and label standards, 9-track, odd parity, 6250 BPI group coded recording mode and EBCDIC. Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIm reserves the right to destroy a tape that has been determined

to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

4.2.12 Billing data tapes used in emergency circumstances shall be in industry standard format for records and labels. The dataset serial number on the first header record shall be in IBM standard if such standards exist and otherwise as agreed by the parties.

4.2.13 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number will be determined by the sending company, to meet IBM standard label format requirements. The external and internal label shall be the same. The dataset name shall appear in the "data set name field" on the first header record of the IBM standard tape label. The dataset name, as well as the Party's name, address, and contact shall further identify the tape.

4.2.14 Tape labels shall conform to IBM OSVS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

4.2.15 The Parties shall conform to the Standard Volume Label Format which will be prescribed by the Parties.

4.2.16 The Parties shall use The IBM Standard Dataset Label Format which will be prescribed by the Parties.

4.2.17 The Parties shall use test and production dataset format which will be prescribed by the Parties.

4.3 **Standards**

4.3.1 The Parties may utilize manual bills initially. When ready to implement mechanized format the Parties shall send to each other bill data in the appropriate mechanized format (i.e., CABS/CRIS BOX) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment VIII. After receipt of the test data from a Party, the receiving Party will notify the transmitting Party if the billing transmission meets the receiving Party's testing specifications. If the transmission fails to meet the receiving Party's testing specifications, the transmitting Party shall make the necessary

corrections. At least one (1) set of testing data must meet the receiving Party's testing specifications prior to the transmitting Party sending the receiving Party a mechanized production bill for the first time via electronic transmission or tape. Thereafter, the transmitting Party may begin sending production bills via electronic transfer on the next Bill Date or within ten (10) days, whichever is later.

4.3.2 At least forty-five (45) days prior to any change in existing formats or change to a different format, the transmitting Party shall send to the receiving Party 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 VIII. The transmitting Party agrees that it shall not send to the receiving Party bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this Section 4.3 of this Attachment.

4.3.3 During the testing period, the transmitting Party shall transmit to the receiving Party billing data and information via CONNECT:Direct paper or tape as specified by the receiving Party. Test tapes shall be sent to the receiving Party's specified location.

4.3.4 The receiving Party's requirements outside the CABS/CRIS (BOX) guidelines will be considered on a per item basis. The transmitting Party will attempt to meet non-standard requests to the extent that these are compatible with its billing systems practice and the requesting Party pays the cost of the change. Requests that are not feasible within the transmitting Party's existing billing practice must be negotiated as new systems development requirements.

4.4 Performance Measurements & Reporting

4.4.1 NYNEX shall meet the following performance measurements for the provision of EMR records:

4.4.1.1 In order to provide accurate, complete and timely billing records in parity with billing records NYNEX provides to itself, NYNEX commits to provide electronically processed call volumes to MCIm within three (3) days 93 - 96% of the time.

4.4.1.2 Accuracy: No more than sixty (60) errors per one (1) million records transmitted.

4.4.1.3 Completeness: There shall be no more than twenty (20) omissions per one (1) million records.

Section 5. Provision Of Subscriber Usage Data

This Section 5 sets forth the terms and conditions for NYNEX's provision of recorded usage data (as defined in this Attachment VIII) to MCIm.

5.1 Procedures

5.1.1 General

5.1.1.1 NYNEX shall comply with industry standards for the exchange of recorded usage data as defined by Bellcore EMR documents. Additional data exchange standards may be mutually agreed upon by NYNEX and MCIm.

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5.1.1.3 NYNEX shall record all usage originating from MCIm subscribers using NYNEX-provided unbundled Network Elements or Services for Resale.

5.1.1.4.2 **Retention of Records.** NYNEX shall maintain a machine readable back-up copy of the usage detail recorded pursuant to Section 5.1.1.3 and provided to MCIm for a minimum of forty-five (45) calendar days. NYNEX shall provide any data back-up to MCIm upon its request. With respect to services for resale, NYNEX shall provide any data back-up to MCIm upon its request, at tariff rates, if applicable.

5.1.1.5 NYNEX shall provide to MCIm recorded usage data for MCIm subscribers. NYNEX shall not submit other carrier local usage data as part of the MCIm recorded usage data.

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5.1.1.8 NYNEX shall provide recorded usage data to MCIm billing locations as designated by MCIm.

5.1.1.9 NYNEX shall establish a single point of contact to respond to MCIm call usage, data error, and record transmission inquiries.

5.1.1.10 NYNEX shall provide MCIm with a single point of contact to establish Remote Identifiers (IDs) and expected usage data volumes for each sending location.

5.1.1.11 MCIm shall provide a SPOC responsible for receiving usage transmitted by NYNEX and receiving usage tapes from a courier service in the event of a facility outage.

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5.1.1.13 Without waiver of, and in addition to the audit and examination rights set forth in Section 15 of Part A of this Agreement, upon reasonable notice and at reasonable times, MCIm or its authorized representatives may examine NYNEX's documents, systems, records and procedures which relate to the recording and transmission of the usage data to MCIm under this Attachment VIII.

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5.1.3 **Central Clearinghouse and Settlement for Unbundled Elements and Interconnection (only)**

5.1.3.1 NYNEX shall comply with Clearinghouse and Incollect/Outcollect procedures to be negotiated by the Parties within sixty (60) days after the effective date of the Agreement.

5.1.3.2 NYNEX shall support and participate with MCIm and other Local Exchange Carriers in the region to develop a neutral third-party in and out-collect process for intra-region alternately billed messages.

5.1.3.3 NYNEX shall settle with MCIm for intra-region billing exchanges of calling card, bill-to-third party, and collect calls. Inter-region billing

exchanges of alternate billing calls will be settled through the Bellcore CATS settlement system.

5.1.4 **Lost Data for MCIm**

5.1.4.1 Loss of Recorded Usage Data - MCIm recorded usage data determined to have been lost, damaged or destroyed as a result of an error or omission by NYNEX in its performance of the recording function shall, upon MCIm's request, be recovered by NYNEX at no charge to MCIm provided NYNEX is notified of such loss, damage or destruction within the time period set forth in Section 5.1.1.4.2 of this Attachment VIII. In the event the data cannot be recovered by NYNEX, NYNEX shall estimate the messages and associated revenue, with assistance from MCIm, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by the Parties. This estimate shall be used to adjust amounts MCIm owes NYNEX for services NYNEX provides in conjunction with the provision of recorded usage data.

5.1.4.2 Partial Loss - NYNEX shall review its daily controls to determine if data has been lost. When there has been a partial loss, actual message and minute volumes shall be reported, if possible. Where actual data are not available, a full day shall be estimated for the recording entity, as outlined in the following paragraphs. The amount of the partial loss is then determined by subtracting the data actually recorded for such day from the estimated total for such day.

5.1.4.3 Complete Loss - Estimated message and minute volumes for each loss consisting of an entire AMA tape or entire data volume due to its loss prior to or during processing, lost after receipt, degaussed before processing, receipt of a blank or unreadable tape, or lost for other causes, shall be reported.

5.1.4.4 Estimated Volumes - From message and minute volume reports for the entity experiencing the loss, the Parties shall secure message/minute counts for the four (4) corresponding days of the weeks preceding that in which the loss occurred and compute an average of these volumes. the Parties shall apply the appropriate ARPM provided by the other Party to the estimated message volume to arrive at the estimated lost revenue.

5.1.4.5 If the day of loss is not a holiday but one (1) (or more) of the preceding corresponding days is a holiday, use additional preceding weeks in order to procure volumes for two (2) non-holidays in the previous two (2) weeks that correspond to the day of the week that is the day of the loss.

5.1.4.6 If the loss occurs on a weekday that is a holiday (except Christmas Day and Mother's Day), NYNEX shall use volumes from the two (2) preceding Sundays.

5.1.4.7 If the loss occurs on Mother's Day or Christmas Day, NYNEX shall use volumes from that day in the preceding year multiplied by a growth rate specified by MCIm.

5.1.4.8 MCIm may also request data be provided that has previously been successfully provided by NYNEX to MCIm. NYNEX shall re-provide such data, if available, at no additional charge to MCIm.

5.1.5 **Testing, Changes and Controls**

5.1.5.1 The recorded usage data, EMR format, content, and transmission process shall be tested as specified by MCIm and NYNEX.

5.1.5.2 Interface Testing: The purpose of this test is to ensure that the usage records can be sent by NYNEX to MCIm and can be accepted and processed by MCIm. NYNEX shall provide a test file to MCIm's designated POC in the format that shall be used for live day-to-day processing. The file shall contain one (1) full day's production usage and all potential call types. MCIm shall review the file and verify that it conforms to its data center requirements. MCIm shall also provide NYNEX with the agreed-upon control reports as part of this test.

5.1.5.3 Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by NYNEX and MCIm.

5.1.5.4 For testing purposes NYNEX shall provide MCIm with NYNEX recorded, unrated usage for a minimum of five (5) consecutive days.

MCIm shall provide NYNEX with the message validation reports associated with test usage.

5.1.5.5 Test File: Test data should be transported via CONNECT: Direct whenever possible, however, courier service and tape media may be used if necessary.

5.1.5.6 Periodic Review: Control procedures for all usage transferred between NYNEX and MCIm shall require periodic review. This review may be included as part of an annual audit of NYNEX by MCIm or as part of the agreed-upon normal production interface management function. Breakdowns which affect the flow of usage between NYNEX and MCIm must be identified and jointly resolved as they occur. The resolution may include changes to control procedures as mutually agreed.

5.1.5.7 **NYNEX Software Changes:**

5.1.5.7.1 When either Party plans to introduce any software changes which affect the format or content structure of the usage data feed to the other Party, designated personnel shall notify the affected Party no less than forty-five (45) calendar days before such changes are implemented.

5.1.5.7.2 NYNEX shall communicate the projected changes to the appropriate MCIm SPOC so that potential impacts on MCIm processing can be determined.

5.1.5.7.3 MCIm personnel shall review the impact of the change on the entire control structure and the post conversion test plan, herein. The Parties shall negotiate resolution of any problems and shall arrange to have the data tested utilizing the modified software.

5.1.5.7.4 If it is necessary for NYNEX to request changes in the schedule, content or format of usage data transmitted to MCIm, NYNEX shall notify MCIm.

5.1.5.8 **MCIm Requested Changes:**

5.1.5.8.1 MCIm may request changes in the schedule, content and format of the usage data transmitted from NYNEX, as deemed necessary by MCIm. Any charges associated with these change request will be negotiated by the Parties on a case-by-case basis.

5.1.5.8.2 When the negotiated changes are to be implemented, MCIm and/or NYNEX shall arrange for testing of the modified data in a post conversion test plan designed to encompass all types of changes to the usage data transferred by NYNEX to MCIm and the methods of transmission for that data.

5.1.5.9 **NYNEX System Change Description:**

5.1.5.9.1 For a NYNEX system change, NYNEX shall provide MCIm with an overall description of the change.

5.1.5.9.2 During the initial negotiations regarding the change, NYNEX shall provide a list of the specific records and/or systems affected by the change to designated MCIm personnel.

5.1.5.9.3 NYNEX shall also provide MCIm a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCIm personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

5.1.5.10 **Change Negotiations:**

5.1.5.10.1 MCIm shall be notified in writing of all proposed negotiations initiated by NYNEX. In turn, MCIm shall notify NYNEX of proposed change negotiations initiated by MCIm.

5.1.5.10.2 After formal notification of planned changes, whether originated by NYNEX or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated NYNEX personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

5.1.5.10.3 In subsequent meetings, the Parties shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with NYNEX.

5.1.5.11 **Changes to controls:**

MCIm may request changes to the control structure. NYNEX shall consider the requested changes. Where compliance is feasible, but outside the scope of NYNEX's existing system construct, the MCIm request will be considered as a systems development request for time and cost estimation. Time and cost associated with the requested change will be presented to MCIm for purchase order authorization as a prerequisite to implementation of the proposed system changes.

5.1.5.12 **Verification Of Changes**

5.1.5.12.1 Based on the detailed description of changes furnished by NYNEX, the Parties shall:

-Determine the type of change(s) to be implemented.
-Negotiate proposed rate for identified changes.
-Develop a comprehensive test plan.
-Negotiate scheduling, transfer and testing of modified data.
-Negotiate processing of verified data through the MCIm billing system.
-Arrange for review and verification of testing of changes.
-Arrange for review of modified controls, if applicable.

5.1.5.13 **Introduction of Changes:**

5.1.5.13.1 When the testing requirements have been met and the results reviewed and accepted, the Parties shall:

-Negotiate an implementation schedule.
-Verify the existence of a contingency plan.
-Arrange for the follow-up review of changes.
-Arrange for appropriate changes in control program, if applicable.

-Arrange for long-term functional review of impact of changes on the MCIm billing system, i.e., accuracy, timeliness, and completeness.

5.1.6 Information Provider Calls

5.1.6.1 Information Provider calls originating from a resold line may include all calls made to NXX codes associated with NYT's Mass Announcement Service (976), group bridging Service (550), Interactive Information Network Service (540,970), Information Numbering Plan Service (394) and Subscriber Priced Dedicated Mass Announcement Service (no current quantities in service).

5.1.6.2 For billing these calls directly to MCIm local subscribers, NYNEX shall compensate MCIm. The compensation will consist of the applicable wholesale discount rate applied to the NYNEX portion of the Information Provider service rate.

5.1.6.3 MCIm shall have the same recourse for local subscriber disputed Information Provider charges with NYNEX as NYNEX has with its own local subscriber. Information Provider call charges for the first claim to a specific local subscriber line shall be adjusted off of MCIm's resold account without blocking the local subscriber's ability to make an Information Provider call. Information Provider call charges for a second claim to the same local subscriber line shall be adjusted off of MCIm's resold account only if MCIm request blocking of this local subscriber line from originating Information Provider calls. NYNEX agrees that any Information Provider call charges considered to be fraudulent shall be adjusted off of MCIm's resold account.

5.1.6.4 NYNEX shall be responsible for all payments made to the NYNEX Information Provider.

5.2 Information Exchange and Interfaces

5.2.1 Core Billing Information

5.2.1.1 Recorded Usage Data - All IntraLATA Toll and Local Usage. NYNEX shall provide MCIm with unrated EMR records associated with all intraLATA toll and local usage which they record on MCIm's behalf. Any

category, group and/or record types approved in the future by NYNEX shall be included if they fall within the definition of local service usage. MCIm shall be given notification thirty (30) days prior to implementation of a category, group or record type.

5.2.1.2 NYNEX shall provide MCIm rated EMR records for incollects and on resale information provider calls.

5.2.1.3 All usage recorded by NYNEX for MCIm are to be transmitted to MCIm as mutually agreed between the Parties. NYNEX recorded usage includes usage by MCIm subscribers as specified in Section 5.1.1.3 of this Agreement.

5.2.1.4 Data Delivery Schedules: Data shall be delivered to MCIm by NYNEX each business day (Monday through Friday) unless otherwise agreed by the Parties. MCIm and/or NYNEX Data Center holidays are excluded. NYNEX and MCIm shall exchange schedules of designated Data Center holidays.

5.2.2 **Supporting Billing Information**

5.2.2.1 **Returned Long Distance Messages and Invoices**

5.2.2.1.1 NYNEX shall return usage records or invoices to the IXC for messages or invoices that cannot be billed to a NYNEX end user because NYNEX no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC.

5.2.2.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMR format using the OBF-agreed return code 50, unless otherwise negotiated between MCIm and NYNEX.

5.2.2.1.3 Additional return codes to be used for return designations shall be negotiated locally between MCIm and NYNEX, making every effort to follow established Bellcore values.

5.2.2.1.4 **[INTENTIONALLY LEFT BLANK]**

5.2.3 **Product/Service Specific Records**

5.2.3.1 **[INTENTIONALLY LEFT BLANK]**

5.2.3.2 NYNEX shall provide a specialized service/service provider charge record to support the special features star services if these features are part of NYNEX's offering, where recording is technically feasible and available. This record will be formatted per Bellcore standards. NYNEX will provide activation information of class features on the call usage detail service.

5.2.4 **Emergency Information**

5.2.4.1 **[INTENTIONALLY LEFT BLANK]**

5.2.4.2 The Parties will mutually provide the transport facility for transmitting usage and billing data between NYNEX location and the MCI location. The Parties shall transmit via CONNECT:Direct possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, the Parties shall contract for a courier service to transport the data via tape.

5.2.5 **Rejected Recorded Usage Data**

5.2.5.1 **[INTENTIONALLY LEFT BLANK]**

5.2.5.2 NYNEX will return EMR/EMI records to MCIm with a Bellcore standard return code.

5.2.6 **Interfaces**

5.2.6.1 Unbundled Network Elements. NYNEX shall transmit formatted recorded usage data to MCIm via NDM or CONNECT: Direct, as applicable.

5.2.6.2 Resale. NYNEX, at the rates specified in the applicable tariff, shall transmit formatted recorded usage data to MCIm via NDM.