

ATTACHMENT 6B

UNBUNDLED NETWORK ELEMENTS BILLING AND RECORDING

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APPENDIX B
UNBUNDLED NETWORK ELEMENT BILLING AND RECORDING

GENERAL

THIS SECTION CONTAINS THE PROVISIONS APPLICABLE TO THE BILLING AND RECORDING OF ALL CHARGES AT&T INCURS FOR PURCHASING UNBUNDLED NETWORK ELEMENTS AND/OR COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS.

2. BILLABLE INFORMATION AND CHARGES

- 2.1 GTE WILL BILL AND RECORD IN ACCORDANCE WITH THIS AGREEMENT THOSE COMBINATIONS CHARGES AT&T INCURS AS A RESULT OF AT&T PURCHASING FROM GTE UNBUNDLED NETWORK ELEMENTS AND/OR COMBINATIONS OF UNBUNDLED NETWORK ELEMENTS AS SET FORTH IN THIS AGREEMENT (HEREINAFTER "UNBUNDLED NETWORK ELEMENT CHARGES"). EACH SUCH ELEMENT, OR COMBINATION THEREOF PURCHASED BY AT&T SHALL BE ASSIGNED A SEPARATE AND UNIQUE BILLING CODE IN THE FORM AGREED TO BY THE PARTIES AND SUCH CODE SHALL BE PROVIDED TO AT&T ON EACH UNBUNDLED NETWORK ELEMENT BILL IN WHICH CHARGES FOR SUCH ELEMENTS, OR COMBINATIONS APPEAR. EACH SUCH BILLING CODE SHALL ENABLE AT&T TO IDENTIFY THE ELEMENT(S), OR COMBINATIONS, OBJECTS AND OPTIONS AS DESCRIBED IN ATTACHMENT 4 TO THIS AGREEMENT ORDERED OR UTILIZED BY AT&T IN WHICH UNBUNDLED NETWORK ELEMENT CHARGES APPLY PURSUANT TO THIS AGREEMENT. EACH UNBUNDLED NETWORK ELEMENT BILL SHALL SET FORTH THE QUANTITY AND DESCRIPTION OF EACH SUCH ELEMENT, OR COMBINATION PROVIDED AND BILLED TO AT&T. ALL UNBUNDLED NETWORK ELEMENT CHARGES BILLED TO AT&T MUST INDICATE THE STATE FROM WHICH SUCH CHARGES WERE INCURRED.
- 2.2 GTE SHALL PROVIDE AT&T A MONTHLY UNBUNDLED NETWORK ELEMENT BILL THAT INCLUDES ALL UNBUNDLED NETWORK ELEMENT CHARGES INCURRED BY AND CREDITS AND/OR ADJUSTMENTS DUE TO AT&T FOR THOSE ELEMENTS, OR COMBINATION THEREOF, ORDERED, ESTABLISHED, UTILIZED, DISCONTINUED OR PERFORMED PURSUANT TO THIS AGREEMENT. EACH UNBUNDLED NETWORK ELEMENT BILL PROVIDED BY GTE TO AT&T SHALL 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, AND (5) ANY

KNOWN UNBILLED ADJUSTMENTS.

THE BILL DATE MUST BE PRESENT ON EACH BILL TRANSMITTED BY GTE TO AT&T. UNBUNDLED NETWORK ELEMENT BILLS SHALL NOT BE RENDERED FOR ANY UNBUNDLED NETWORK ELEMENT CHARGES WHICH ARE INCURRED UNDER THIS AGREEMENT ON OR BEFORE ONE (1) YEAR PRECEDING THE BILL DATE, EXCEPT FOR CHARGES RESULTING FROM AN AUDIT CONDUCTED PURSUANT TO SECTION 2.1.4 OF ATTACHMENT 6. IN ADDITION, ON EACH BILL WHERE "JURISDICTION" IS IDENTIFIED, LOCAL TRAFFIC CHARGES SHALL BE IDENTIFIED AS "LOCAL" AND LOCAL TOLL CHARGES SHALL BE IDENTIFIED AS INTRASTATE/INTRALATA.

2.4 GTE SHALL BILL AT&T FOR EACH ELEMENT, OR COMBINATION THEREOF, SUPPLIED BY GTE TO AT&T PURSUANT TO THIS AGREEMENT AT THE RATES SET FORTH IN THIS AGREEMENT. GTE WILL BILL AT&T BASED ON THE ACTUAL UNBUNDLED NETWORK ELEMENT CHARGES INCURRED, PROVIDED, HOWEVER, FOR THOSE USAGE BASED UNBUNDLED NETWORK ELEMENT CHARGES WHERE ACTUAL CHARGE INFORMATION IS NOT DETERMINABLE BY GTE BECAUSE THE JURISDICTION (I.E., INTERSTATE, INTERSTATE/INTERLATA, INTRASTATE, INTRASTATE/INTRALATA, LOCAL) OF THE TRAFFIC IS UNIDENTIFIABLE, THE PARTIES WILL JOINTLY DEVELOP A PROCESS TO DETERMINE THE APPROPRIATE CHARGES. MEASUREMENT OF USAGE-BASED UNBUNDLED NETWORK ELEMENT CHARGES SHALL BE IN TENTHS OF CONVERSATION SECONDS. THE TOTAL CONVERSATION SECONDS PER CHARGEABLE TRAFFIC TYPES WILL BE TOTALLED FOR THE ENTIRE MONTHLY BILL CYCLE AND THEN ROUNDED TO THE NEXT WHOLE MINUTE.

2.5 EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, EACH PARTY SHALL BE RESPONSIBLE FOR (1) ALL COSTS AND EXPENSES IT INCURS IN COMPLYING WITH ITS OBLIGATIONS UNDER THIS AGREEMENT AND (2) THE DEVELOPMENT, MODIFICATION, TECHNICAL INSTALLATION AND MAINTENANCE OF ANY SYSTEMS OR OTHER INFRASTRUCTURE WHICH IT REQUIRES TO COMPLY WITH AND TO CONTINUE COMPLYING WITH ITS RESPONSIBILITIES AND OBLIGATIONS UNDER THIS AGREEMENT.

2.6 EACH PARTY SHALL PROVIDE THE OTHER PARTY AT NO ADDITIONAL CHARGE A CONTACT PERSON OR CENTER FOR THE HANDLING OF ANY UNBUNDLED NETWORK ELEMENT BILLING QUESTIONS OR PROBLEMS THAT MAY ARISE DURING THE IMPLEMENTATION AND PERFORMANCE OF THE TERMS AND CONDITIONS OF THIS ATTACHMENT.

3. **COLLOCATION**

WHEN AT&T COLLOCATES WITH GTE IN GTE'S FACILITY AS DESCRIBED IN THIS AGREEMENT, CAPITAL EXPENDITURES (E.G., COSTS ASSOCIATED WITH BUILDING THE

“CAGE”), SHALL BE BILLED SEPARATELY AND SHALL NOT BE INCLUDED IN THE UNBUNDLED NETWORK ELEMENT BILL PROVIDED TO AT&T PURSUANT TO THIS ATTACHMENT. ALL SUCH CAPITAL EXPENSES SHALL BE GIVEN A UNIQUE BAN (AS DEFINED IN SECTION 4.2, BELOW) AND INVOICE NUMBER. ALL INVOICES FOR CAPITAL EXPENSES SHALL BE SENT TO THE LOCATION SPECIFIED BY AT&T FOR PAYMENT. ALL OTHER NON-CAPITAL RECURRING COLLOCATION EXPENSES SHALL BE BILLED TO AT&T IN ACCORDANCE WITH THIS AGREEMENT. THE CABS BILLING OUTPUT SPECIFICATIONS (“BOS”) DOCUMENTS PROVIDE THE GUIDELINES ON HOW TO BILL THE UNBUNDLED NETWORK ELEMENT CHARGES ASSOCIATED WITH COLLOCATION. THE BILL LABEL FOR THOSE COLLOCATION CHARGES SHALL BE ENTITLED “EXPANDED INTERCONNECTION SERVICE.” FOR THOSE NONMECHANIZED UNBUNDLED NETWORK ELEMENT BILLS, THE BILL LABEL FOR NON-CAPITAL RECURRING COLLOCATION EXPENSES SHALL BE ENTITLED “CO-LOCATION.”

4. **ISSUANCE OF UNBUNDLED NETWORK ELEMENT BILLS - GENERAL**

- 4.1 GTE AND AT&T SHALL ISSUE UNBUNDLED NETWORK ELEMENT BILLS AS FOLLOWS:
- 4.1.1 UNTIL THE AVAILABILITY OF CABS IN ACCORDANCE WITH SECTION 4.1.2, GTE AND AT&T SHALL ISSUE UNBUNDLED NETWORK ELEMENT LOCAL SERVICE BILLS VIA EDI.
- 4.1.2 GTE AND AT&T WILL JOINTLY WORK TOGETHER SUCH THAT AS SOON AFTER JULY 1, 1998, AS POSSIBLE, GTE AND AT&T SHALL ISSUE ALL UNBUNDLED NETWORK ELEMENT LOCAL SERVICE BILLS IN ACCORDANCE WITH CABS VERSION 26.0, OR SUCH LATER VERSION OF CABS THAT ARE AS PUBLISHED BY BELLCORE, OR ITS SUCCESSOR, AND THE REQUIREMENTS OF THIS APPENDIX OR SUCH OTHER VERSION OF CABS WHICH BECOMES INDUSTRY STANDARD.
- 4.2 GTE AND AT&T WILL ESTABLISH MONTHLY BILLING DATES (“BILL DATE”) FOR EACH BILLING ACCOUNT NUMBER (“BAN”), AND, WHEN APPROPRIATE, AS FURTHER DEFINED IN THE CABS DOCUMENT, WHICH BILL DATE SHALL BE THE SAME DAY MONTH TO MONTH. EACH BAN SHALL REMAIN CONSTANT FROM MONTH TO MONTH, UNLESS CHANGED AS AGREED TO BY THE PARTIES. EACH PARTY SHALL PROVIDE THE OTHER PARTY AT LEAST THIRTY (30) CALENDAR DAYS WRITTEN NOTICE PRIOR TO CHANGING, ADDING OR DELETING A BAN. THE PARTIES WILL PROVIDE ONE UNBUNDLED NETWORK ELEMENT BILLING INVOICE ASSOCIATED WITH EACH BAN. EACH INVOICE MUST CONTAIN AN INVOICE NUMBER (WHICH WILL VARY FROM MONTH TO MONTH). ON EACH BILL ASSOCIATED WITH A BAN, THE APPROPRIATE INVOICE NUMBER AND THE CHARGES CONTAINED ON SUCH INVOICE MUST BE REFLECTED. ALL UNBUNDLED NETWORK ELEMENT BILLS MUST BE RECEIVED BY THE OTHER PARTY 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), WHICHEVER IS EARLIER. ANY UNBUNDLED NETWORK ELEMENT 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 AT&T SHALL SPECIFY) WILL BE DEEMED RECEIVED THE NEXT BUSINESS DAY. IF EITHER PARTY FAILS TO RECEIVE UNBUNDLED NETWORK ELEMENT BILLING DATA AND INFORMATION WITHIN THE TIME PERIOD SPECIFIED ABOVE, THE PAYMENT DUE DATE WILL BE EXTENDED BY THE NUMBER OF DAYS THE UNBUNDLED NETWORK ELEMENT BILL IS LATE.

EACH PARTY WILL PROVIDE THE OTHER PARTY WRITTEN NOTICE OF WHICH UNBUNDLED NETWORK ELEMENT BILLS ARE TO BE DEEMED THE OFFICIAL BILLS. 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.

4.4 TO AVOID TRANSMISSION FAILURES OR THE RECEIPT OF UNBUNDLED NETWORK ELEMENT BILLING INFORMATION THAT CANNOT BE PROCESSED, THE PARTIES SHALL PROVIDE EACH OTHER WITH THEIR RESPECTIVE PROCESS SPECIFICATIONS AND EDIT REQUIREMENTS. AT&T SHALL COMPLY WITH GTE'S PROCESSING SPECIFICATIONS WHEN AT&T TRANSMITS UNBUNDLED NETWORK ELEMENT BILLING DATA TO GTE. GTE SHALL COMPLY WITH AT&T'S PROCESSING SPECIFICATIONS WHEN GTE TRANSMITS UNBUNDLED NETWORK ELEMENT BILLING DATA TO AT&T. AT&T AND GTE SHALL PROVIDE EACH OTHER REASONABLE NOTICE IF A UNBUNDLED NETWORK ELEMENT BILLING TRANSMISSION IS RECEIVED THAT DOES NOT MEET SUCH PARTY'S SPECIFICATIONS OR THAT SUCH PARTY CANNOT PROCESS. SUCH TRANSMISSION SHALL BE CORRECTED AND RESUBMITTED TO THE OTHER PARTY, AT THE RESUBMITTING PARTY'S 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.

5. **ELECTRONIC TRANSMISSIONS OF UNBUNDLED NETWORK ELEMENT BILLS**

ELECTRONIC TRANSMISSION OF UNBUNDLED NETWORK ELEMENTS WILL BE GOVERNED BY THE SAME STANDARDS AND CONDITIONS APPLICABLE TO LOCAL SERVICE BILLS, AS SET FORTH IN APPENDIX A TO THIS ATTACHMENT 6, SECTION 4.

6. **TESTING REQUIREMENTS**

GTE SHALL ADHERE TO THE SAME TESTING REQUIREMENTS AND SPECIFICATIONS FOR

TRANSMITTING UNBUNDLED NETWORK ELEMENT BILLS AS APPLICABLE TO LOCAL SERVICE BILLS, AS SET FORTH IN APPENDIX A TO THIS ATTACHMENT 6, SECTION 5.

7. **LOCAL NUMBER PORTABILITY**

7.1 IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS ATTACHMENT 6, GTE SHALL RECORD AND PROVIDE TO AT&T AGREED UPON DETAIL INFORMATION ASSOCIATED WITH A CALL TO AN AT&T LOCAL EXCHANGE CUSTOMER WHOSE TELEPHONE NUMBER HAS BEEN PORTED FROM GTE UNDER INP AS FURTHER DESCRIBED IN THE LOCAL NUMBER PORTABILITY ATTACHMENT TO THIS AGREEMENT.

WHEN AN IXC TERMINATES AN INTERLATA OR INTRALATA TOLL CALL TO AN AT&T LOCAL EXCHANGE CUSTOMER WHOSE TELEPHONE NUMBER HAS BEEN PORTED FROM GTE, THE PARTIES AGREE THAT AT&T SHALL RECEIVE THOSE IXC ACCESS CHARGES ASSOCIATED WITH END OFFICE SWITCHING, LOCAL TRANSPORT, RIC AND CCL, AS APPROPRIATE, AND SUCH OTHER APPLICABLE CHARGES. GTE SHALL BE ENTITLED ONLY TO RECEIVE ANY ACCESS TANDEM FEES AND ASSOCIATED LOCAL TRANSPORT CHARGES, 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 AT&T LOCAL EXCHANGE CUSTOMER WHOSE TELEPHONE NUMBER HAS BEEN PORTED FROM GTE THE PARTIES AGREE THAT THE MUTUAL COMPENSATION ARRANGEMENTS DESCRIBED IN THIS AGREEMENT SHALL APPLY.