Article XIII – Access to Operations Support Systems ("OSS")

1.0   Definitions.

    1.1   CenturyTel Operations Support Systems: CenturyTel systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

    1.2   CenturyTel OSS Services: Access to CenturyTel Operations Support Systems functions. The term "CenturyTel OSS Services" includes, but is not limited to: (a) CenturyTel's provision of Socket Usage Information to Socket pursuant to Sections 1.8 and 9.0 below; (b) CenturyTel's provision of Socket Billing Information to Socket pursuant to Sections 1.9 and 10.0 below and, (c) "CenturyTel OSS Information," as defined in Section 1.4 below.

    1.3   CenturyTel OSS Facilities: Any gateways, interfaces, databases, facilities, equipment, software, or systems, including manual systems, used by CenturyTel to provide CenturyTel OSS Services or CenturyTel Pre-OSS Services to Socket.

    1.4   CenturyTel OSS Information: The term "CenturyTel OSS Information" includes, but is not limited to: (a) any Customer Information related to a Socket Customer accessed by, or disclosed or provided to, Socket through or as a part of CenturyTel OSS Services or CenturyTel Pre-OSS Services; (b) any Socket Usage Information (as defined in Section 1.8 below) and (c) any Socket Billing Information (as defined in Section 1.9 below) accessed by, or disclosed or provided to, Socket.

    1.5   CenturyTel Pre-OSS Services: Any services that allow the performance of an activity that is comparable to an activity to be performed through a CenturyTel OSS Service and that CenturyTel offers to provide to Socket prior to, or in lieu of, CenturyTel's provision of the CenturyTel OSS Service to Socket. The term "CenturyTel Pre-OSS Services" includes, but is not limited to, the activity of placing orders for CenturyTel Retail Telecommunications Services through a telephone facsimile, electronic mail, or Web graphical user interface ("Web GUI") communication.

    1.6   CenturyTel Retail Telecommunications Service: Any Telecommunications Service that CenturyTel provides at retail to subscribers that are not Telecommunications Carriers. The term

"CenturyTel Retail Telecommunications Service" does not include any Exchange Access service (as defined in Section 3(16) of the Act, 47 U.S.C. § 153(16)) provided by CenturyTel.

1.7 Customer Information: Customer Proprietary Network Information ("CPNI") of a Customer and any other non-public, individually identifiable information about a Customer or the purchase by a Customer of the services or products of a Party.

1.8 Socket Usage Information: The usage information for a CenturyTel Retail Telecommunications Service purchased by Socket under this Agreement that CenturyTel would record if CenturyTel was furnishing such CenturyTel Retail Telecommunications Service to a CenturyTel end-user retail Customer.

1.9 Socket Billing Information: The billing information for a CenturyTel Telecommunications Service purchased by Socket under this Agreement that CenturyTel would provide if CenturyTel was furnishing such CenturyTel Telecommunications Service to a CenturyTel Customer.

2.0 Service Parity and Standards.

2.1. Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Commission for any Local Services, Unbundled Network Elements, Ancillary Functions, and Interconnection provided by CenturyTel to Socket for resale or use in the provision of Telecommunications Services.

2.1.1 For any services that either Party is required by Applicable Law to provide to the other at parity, each Party shall provide services under this Agreement to the other Party that are equal in quality to the services the Party provides to itself. "Equal in quality" shall mean that the service will meet the same technical criteria or performance standards that the providing Party uses within its own network for the same service at the same location under the same terms and conditions.

2.1.2 For any services that either Party is required by Applicable Law to provide to the other that have no retail analogue, the services shall be provided consistently with Applicable Law in a manner that offers an efficient competitor a meaningful opportunity to compete.

2.2   Where Provisioning Intervals or other service standards are expressly set forth in Article XV and its associated attachments, appendices, or tables, the Parties agree that performance to the standards set forth in Article XV or its associated attachments or appendices shall constitute compliance with Applicable Law.

3.0   <u>Future Enhancements to CenturyTel OSS Facilities</u>. If CenturyTel makes enhancements to the CenturyTel OSS Facilities or implements real time automated electronic interfaces, the Parties agree that: (a) to the extent practicable, Socket will use such interfaces to obtain CenturyTel OSS Services; and (b) CenturyTel may at its option discontinue any CenturyTel OSS Facilities that the enhanced facilities have been designed to replace.

4.0   <u>Article XIII To Be Read in Harmony With All Other ICA Articles</u>. This Article XIII shall be read to support and clarify, without superseding or replacing, the various agreements between CenturyTel and Socket with regard to access to, use of, services provided by, or information obtained pursuant to the CenturyTel Operations Support Systems that are described within the various articles of the Interconnection Agreement, which include but are not limited to the following Articles:

- III.   General Provisions
- V.   Interconnection
- VI.   Resale
- VII.   Unbundled Network Elements
- VIII.   Ordering and Provisioning Unbundled Network Elements
- IX.   Maintenance
- XII.   White Pages
- XV.   Performance Measures and Provisioning Intervals
- XVIII.   XDSL

5.0   <u>CenturyTel Service Guide</u>. Except as specifically provided otherwise in this Agreement, service ordering, provisioning, billing and maintenance processes and procedures shall be governed by the CenturyTel Service Guide.

6.0   <u>CenturyTel OSS Services</u>.

6.1   Upon request by Socket, CenturyTel shall provide to Socket, pursuant to Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), access to CenturyTel Pre-OSS Services, or at CenturyTel's option, access to CenturyTel OSS Services. CenturyTel shall not be

required to provide Socket access to CenturyTel OSS Services if CenturyTel provides Socket access to applicable CenturyTel Pre-OSS Services.

6.2   Subject to the requirements of Applicable Law, CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services that will be offered by CenturyTel, shall be as determined by CenturyTel. Subject to the requirements of Applicable Law, CenturyTel shall have the right to change CenturyTel Operations Support Systems, CenturyTel Operations Support Systems functions, CenturyTel OSS Facilities, CenturyTel OSS Information, and the CenturyTel OSS Services, from time-to-time, without the consent of Socket.

7.0   <u>Access to and Use of CenturyTel OSS Facilities.</u>

7.1   CenturyTel OSS Facilities may be accessed and used by Socket only to the extent necessary for Socket's access to and use of CenturyTel OSS Services pursuant to and in accordance with the Agreement.

7.2   CenturyTel OSS Facilities may be accessed and used by Socket only to provide Telecommunications Services to Socket Customers in the State of Missouri.

7.3   Socket shall restrict access to and use of CenturyTel OSS Facilities to Socket. Socket shall not have any right or license to grant sublicenses to other persons, or permission to other persons (except Socket's employees, agents, and contractors, in accordance with Section 7.7 below), to access or use CenturyTel OSS Facilities.

7.4   Socket shall not (a) alter, modify or damage the CenturyTel OSS Facilities (including, but not limited to, CenturyTel software), (b) copy, remove, derive, reverse engineer, modify, or decompile, software from the CenturyTel OSS Facilities, (c) use CenturyTel OSS Facilities in any manner contrary to applicable agreements with third party vendors and/or third party Intellectual Property rights; (d) allow any use of or access to CenturyTel OSS Facilities by any unauthorized person, or (e) obtain access through CenturyTel OSS Facilities to CenturyTel databases, facilities, equipment, software, or systems, which are not authorized for Socket's use under this Section 7.0.

7.5   Socket shall comply with all practices and procedures established by CenturyTel for access to and use of CenturyTel OSS Facilities (including, but not limited to, CenturyTel practices and procedures with regard to security and use of access and user identification codes).

7.6   All practices and procedures for access to and use of CenturyTel OSS Facilities, and all access and user identification codes for CenturyTel OSS Facilities: (a) shall remain the property of CenturyTel; (b) shall be used by Socket only in connection with Socket's use of CenturyTel OSS Facilities permitted by this Section 7.0; (c) shall be treated by Socket as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement; and, (d) shall be destroyed or returned by Socket to CenturyTel upon the earlier of request by CenturyTel or the expiration or termination of the Agreement.

7.7   Socket's employees, agents and contractors may access and use CenturyTel OSS Facilities only to the extent necessary for Socket's access to and use of the CenturyTel OSS Facilities permitted by this Agreement. Any access to or use of CenturyTel OSS Facilities by Socket's employees, agents, or contractors, shall be subject to the provisions of the Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Section 8.2.3 of this Article. Socket shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Facilities.

8.0   CenturyTel OSS Information.

8.1   Subject to the provisions of this Agreement and Applicable Law, CenturyTel grants to Socket a limited, revocable, non-transferable, non-exclusive license to use CenturyTel OSS Information during the term of this Agreement, for Socket's internal use for the provision of Telecommunications Services to Socket Customers in the State of Missouri.

8.2   All CenturyTel OSS Information shall at all times remain the property of CenturyTel. Except as expressly stated in this Article XIII, Socket shall acquire no rights in or to any CenturyTel OSS Information. CenturyTel reserves all rights not expressly granted herein.

8.2.1 Socket shall treat CenturyTel OSS Information as Confidential Information of CenturyTel pursuant to Section 14.0, Article III of the Agreement.

8.2.2 Socket shall not have any right or license to grant sublicenses to other persons, or grant permission to other persons (except Socket's employees, agents or contractors, in accordance with Section 8.2.3 below), to access, use or disclose CenturyTel OSS Information, except as provided in Section 8.2.3 below.

8.2.3 Socket's employees, agents and contractors may access, use and disclose CenturyTel OSS Information only to the extent necessary for Socket's access to, and use and disclosure of, CenturyTel OSS Information permitted by this Article XIII. Any access to, or use or disclosure of, CenturyTel OSS Information by Socket's employees, agents or contractors, shall be subject to the provisions of this Agreement, including, but not limited to, Section 14.0, Article III of the Agreement and Sections 8.2.1 and 8.2.2 above. Socket shall ensure that its employees, agents, and contractors comply with all provisions herein relating to access to and use of CenturyTel OSS Information.

8.2.4 Socket's license to use CenturyTel OSS Information shall expire upon the earliest of: (a) termination of the license in accordance with this Article XIII; or (b) expiration or termination of the Agreement.

8.2.5 All CenturyTel OSS Information received by Socket shall be destroyed or returned by Socket to CenturyTel, upon expiration, suspension or termination of the license to use such CenturyTel OSS Information.

8.3 Unless sooner terminated or suspended in accordance with the Agreement or this Article XIII (including, but not limited to, Article III, Sections 2 and 55 of the Agreement and Section 11.1 below), Socket's access to CenturyTel OSS Information through CenturyTel OSS Services shall terminate upon the expiration or termination of the Agreement.

8.3.1 CenturyTel shall have the right (but not the obligation) to audit Socket to ascertain whether Socket is complying with the requirements of Applicable Law and this

Agreement with regard to Socket's access to, and use and disclosure of, CenturyTel OSS Information.

8.3.2   Without in any way limiting any other rights CenturyTel may have under the Agreement or Applicable Law, CenturyTel shall have the right (but not the obligation) to monitor Socket's access to and use of CenturyTel OSS Information which is made available by CenturyTel to Socket pursuant to this Agreement, to ascertain whether Socket is complying with the requirements of Applicable Law and this Agreement, with regard to Socket's access to, and use and disclosure of, such CenturyTel OSS Information. The foregoing right shall include, but not be limited to, the right (but not the obligation) to electronically monitor Socket's access to and use of CenturyTel OSS Information which is made available by CenturyTel to Socket through CenturyTel OSS Facilities.

8.3.4   Information obtained by CenturyTel pursuant to this Section 8.0 shall be treated by CenturyTel as Confidential Information of Socket pursuant to Section 14.0, Article III of the Agreement; provided that, CenturyTel shall have the right (but not the obligation) to use and disclose information obtained by CenturyTel pursuant to this Article XIII to enforce CenturyTel's rights under the Agreement or Applicable Law.

9.0   Socket Usage Information.

9.1   Socket Usage Information will be available to Socket through the following:

9.1.1   Daily Usage File through FTP or Connect:Direct.

9.1.2   Socket Usage Information will be provided in a Bellcore Exchange Message Records (EMI) format.

9.2   Daily Usage Files provided pursuant to Section 9.1.1 above will be issued each day, Monday through Friday, except holidays observed by CenturyTel.

9.3   Except as stated in Section 9.2, subject to the requirements of Applicable Law, the manner in which, and the frequency with which, Socket Usage Information will be provided to Socket shall be determined by CenturyTel.

10.0   Socket Billing Information.

    10.1   Socket Billing Information will be available to Socket through the following means:

        10.1.1 Monthly Web GUI Online through MyAccount.

        10.1.2 Monthly EDI 811 File for Resale Services through Email or Secure FTP

        10.1.3 Monthly Bill Data Tape for Access Services through Secure FTP or Connect:Direct in OBF Standard BOS format.

11.0   Liabilities and Remedies.

    11.1   If Socket or an employee, agent or contractor of Socket at any time breaches a provision of Sections 7.0 or 8.0 above and such breach continues after notice thereof from CenturyTel, then, except as otherwise required by Applicable Law, CenturyTel shall have the right, upon notice to Socket, to suspend or terminate the license to use CenturyTel OSS Information granted by Section 8.1 above and/or the provision of CenturyTel OSS Services, in whole or in part.

    11.2   Socket agrees that CenturyTel would be irreparably injured by a breach of this Article XIII by Socket or the employees, agents or contractors of Socket, and that CenturyTel shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any such breach. Such remedies, and the remedies set forth in Section 11.1, shall not be deemed to be the exclusive remedies for any such breach, but shall be in addition to any other remedies available under this Agreement or at law or in equity.

    11.3   Any breach of any provision of this Article XIII by any employee, agent, or contractor of Socket shall be deemed a breach by Socket.

12.0   Relation to Applicable Law. The provisions of this Article XIII shall be in addition to and not in derogation of any provisions of Applicable Law, including, but not limited to, 47 U.S.C. § 222, and are not intended to constitute a waiver by CenturyTel of any right with regard to protection of the confidentiality of the information of CenturyTel or CenturyTel Customers provided by Applicable Law.

13.0   Cooperation. Socket, at Socket's expense, shall reasonably cooperate with CenturyTel in using CenturyTel OSS Services or CenturyTel Pre-OSS

Services. Such cooperation shall include, but not be limited to, the following:

13.1 Socket shall provide Capacity Planning and Forecasts in accordance with Section 12.0, Article III, General Provisions.

13.2 Socket shall reasonably cooperate with CenturyTel in submitting orders for CenturyTel Telecommunications Services and otherwise using the CenturyTel OSS Services or CenturyTel Pre-OSS Services, in order to avoid exceeding the capacity or capabilities of such CenturyTel OSS Services or CenturyTel Pre-OSS Services.

13.3 Socket shall participate in reasonable cooperative testing of CenturyTel OSS Services or CenturyTel Pre-OSS Services and shall provide reasonable assistance to CenturyTel in identifying and correcting mistakes, omissions, interruptions, delays, errors, defects, faults, failures, or other deficiencies, in CenturyTel OSS Services or CenturyTel Pre-OSS Services.

14.0 CenturyTel Access to Information Related to Socket Customers.

14.1 CenturyTel shall have the right to access, use and disclose information related to Socket Customers that is in CenturyTel's possession (including, but not limited to, in CenturyTel OSS Facilities) to the extent such access, use and/or disclosure is required by law or is necessary to enforce CenturyTel's rights, or is authorized by the Socket Customer in the manner required by Applicable Law.

14.2 Upon request by CenturyTel, Socket shall negotiate in good faith and enter into a contract with CenturyTel, pursuant to which CenturyTel may obtain access to Socket's operations support systems (including, systems for pre-ordering, ordering, provisioning, maintenance and repair, and billing) and information contained in such systems, to permit CenturyTel to obtain information related to Socket Customers (as authorized by the applicable Socket Customer), to permit Customers to transfer service from one Telecommunications Carrier to another, and for such other purposes as may be permitted by Applicable Law.

15.0 CenturyTel Pre-OSS Services.

15.1 Subject to the requirements of Applicable Law, the CenturyTel Pre-OSS Services that will be offered by CenturyTel shall be as determined by CenturyTel and CenturyTel shall have the right to

change CenturyTel Pre-OSS Services, from time-to-time, without the consent of Socket.

    15.1.1   Socket shall use the CenturyTel Web GUI for Customer Service Records ("CSR") requests and Local Service Request ("LSR") orders.

    15.1.2   Socket shall place Access Service Requests ("ASRs") by means of facsimile or email.

    15.1.3   Socket shall use a CenturyTel-provided 1-800 for all trouble ticket and maintenance issues.

15.2   CenturyTel's prices for Pre-OSS Services, if any, shall be as determined by CenturyTel in accordance with Applicable Law.

15.3   Any obligation imposed on Socket hereunder with respect to CenturyTel OSS Services, including without limitation restrictions on use and obligation of confidentiality, shall also apply to CenturyTel Pre-OSS Services.

15.4   Socket acknowledges that the CenturyTel OSS Information is subject to change from time to time.

16.0   <u>Cancellations</u>. CenturyTel may cancel orders for service which have had no activity within thirty-one (31) consecutive calendar days after the original service date. (Certain complex UNEs and UNEs requiring facility build-outs that may take longer than thirty-one (31) days to provision will be excluded from this provision).

BEFORE THE MISSOURI PUBLIC SERVICE COMMISSION

PETITION OF SOCKET TELECOM, LLC	)	
FOR COMPULSORY ARBITRATION OF	)	
INTERCONNECTION AGREEMENTS	)	
WITH CENTURYTEL OF MISSOURI, LLC	)	**CASE NO. TO-2006-0299**
AND SPECTRA COMMUNICATIONS, LLC	)	
PURSUANT TO SECTION 252(b)(1) OF	)	
THE TELECOMMUNICATIONS ACT OF	)	
1996	)	

SOCKET TELECOM, LLC'S FIRST SUPPLEMENTAL RESPONSES TO CENTURYTEL OF MISSOURI, LLC AND SPECTRA COMMUNICATIONS, LLC'S FIRST SET OF DATA REQUESTS

Socket Telecom, LLC ("Socket") submits the following First Supplemental Responses to

CenturyTel Of Missouri, LLC and Spectra Communications, LLC's First Set of Data Requests

pursuant to 4 C.S.R. 240-2.090(2).

Respectfully submitted,

CASEY, GENTZ & MAGNESS, L.L.P.

/s/ Bill Magness

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ATTORNEYS FOR SOCKET TELECOM, LLC

STATEMENT OF TRUTHFULNESS

As Director of Carrier Relations for Socket Telecom, I have sufficient knowledge to attest to the truthfulness and accuracy of these responses. I hereby certify that the answers and responses herein are truthful and correct to the best of my knowledge.

/s/ R. Matthew Kohly

R. Matthew Kohly

CERTIFICATE OF SERVICE

I hereby certify that, on the 27th day of March, 2006, the undersigned has caused a complete copy of the attached document to be served, via electronic mail, on:

Larry W. Dority
FISCHER & DORITY, P.C.
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Jefferson City, Missouri 65101
(573) 636-6758
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and

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E-mail: david.brown@hughesluce.com

/s/ Bill Magness

_____

Bill Magness

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

RESPONSES TO DATA REQUESTS

Data Request No. 15

For each Performance Measurement, identify the source of Socket's proposal (*e.g.*, M2A, successor to the M2A, etc).

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as

follows:

Socket provides the following additional information as clarification of its previously filed response, which indicated that Socket worked with outside consultants to identify performance measurements. After Socket developed the performance measurements it has proposed in this arbitration, Socket provided certain outside consultants with those measures and discussed the measures via telephone. Socket did not change the performance measures included in its proposed Article XV after the oral discussions with the outside consultants and/or attorneys.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 16

For each Performance Measurement, please produce all documents and material relating, mentioning or pertaining to the proposed Measure.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as

follows:

See Supplemental Response to DR 15. Socket provides this additional information as clarification of its previously filed response. Because Socket discussed the performance measures via telephone and then made not changes, there are no additional documents produced as a result of consulting with outside consultants.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 21

Please produce all studies, analyses, forecasts and other material that relates, mentions or pertains to Socket's anticipated, expected or forecasted demand for CenturyTel facilities or services.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as follows:

As clarification of its previous response, Socket notes that the objection itself contains the following response:

Assuming that CenturyTel intends the term "other material" to mean other material similar in nature to the "studies, analyses and forecasts" requested, Socket has no such documents. For additional information, however, see Socket's supplemental response to DR 48.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 28

For each traffic type identified in response to Data Request No. 27, please state the relative percentage of overall anticipated volume of traffic (*e.g.,* 10% local, 10% toll, 10% ISP-bound, etc.).

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket states as follows:

Socket has no existing documents responsive to this Data Request. Socket's overall anticipated volume of traffic is highly dependent upon the results of this arbitration; hence, Socket cannot provide anything other than a speculative response. Because CenturyTel has requested that Socket nevertheless provide such a speculative opinion on the mix of traffic, Socket states as follows:

Using the exchange of Columbia as an example, Socket estimates the following breakout based upon MOU:

20% - PIC'd Interexchange (including PIC'd to Socket)
80% - Locally Dialed Calls

Of the Locally Dialed terminating Calls, approximately 60-65% would be ISP-bound. Socket expects this mix to change over time, depending on the outcome of the arbitration, and increased access to UNEs and UNE combinations (see generally the supplemental response to DR 48, outlining Socket's expected marketing practices). Socket anticipates that the volume of ISP-bound traffic (both in real numbers and as a percentage of total traffic) will decline over time.

Responsible Persons: Kurt Bruemmer and R. Matthew Kohly

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Socket's Response to
CTEL's First Set of Data Requests
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Data Request No. 29

For each traffic type identified in response to Data Request No. 27, please identify the type of Socket customer to which Socket will terminate the anticipated traffic (*e.g.*, ISP, IXC, end user, etc.)

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket states as follows:

As noted in Socket's Supplemental Response to DR 28, Socket's overall anticipated volume of traffic is highly dependent upon the results of this arbitration; hence, Socket provided only a speculative response. Assuming Socket is terminating each of the types of traffic indicated in the response to DR 27, the following are the types of Socket customers to which Socket will terminate the anticipated traffic:

Socket will terminate Local Interconnection Traffic to its own end-users.
Socket will terminate terminating IXC carried toll traffic to its end-users in the provision of terminating access services.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 30

For each traffic type identified in response to Data Request No. 27, please identify the type of customer for which Socket anticipates transporting the traffic.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket states as follows:

As noted in Socket's Supplemental Response to DR 28, Socket's overall anticipated volume of traffic is highly dependent upon the results of this arbitration; hence, Socket provided only a speculative response. Assuming Socket is transporting each of the types of traffic indicated in the response to DR 27, the following are the types of Socket customers to which Socket will transport the anticipated traffic:

Socket will transport Local Interconnection Traffic to other local exchange carriers.
Socket will transport ISP bound traffic to ISP customers.
Socket will transport pic'd interexchange carrier traffic to interexchange carriers.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 35

Please produce all documents relating, mentioning, or pertaining to CLEC forecasted demand for CenturyTel UNEs and/or resale lines in the State of Missouri over the next (a) 10 years and (b) 5 years.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as follows:

As clarification of its previous response, Socket notes that the objection itself contains the following response.

Socket has no documents that are responsive to this request. For additional information, however, see Socket's supplemental response to DR 48.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 36

Please state the total number of CenturyTel UNE and resale lines Socket forecasts CLECs using in the State of Missouri over the next (a) 1 year, (b) 5 years, and (c) 10 years.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as follows:

As clarification of its previous response, Socket notes that the objection itself contains the following response:

Socket has no such forecasts and has no information from which it would be possible to create forecasts on the number of CenturyTel UNE and resale lines that all of the CLECs in CenturyTel's territory, now and in the future, might use.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
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March 27, 2006

Data Request No. 37

Does Socket contend that it is not obligated to reimburse CenturyTel for forward-looking development and/or operational costs associated with OSS? If your answer is yes, please explain the basis for your response.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as

follows:

In Socket's initial response, Socket indicated that it had not yet finalized its position on this issue and expected to determine its position in the course of drafting direct testimony and explain its position at that time. Socket did not establish a position prior to filing direct testimony. Socket may finalize its position on this issue in the course of reviewing CenturyTel's direct testimony, and, if so, will explain its position in rebuttal testimony.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 47

Produce copies of all documents relating, mentioning or pertaining to Socket's arrangements for directory assistance, interconnection, OSS, and intercarrier compensation with other LECs.

Socket's Response:

See filed objections. Subject to and without waiving its objections, Socket responds as follows:

As clarification of its previous response, Socket notes that the objection itself stated that Socket's agreements with other LECs are publicly filed with the Missouri PSC. During negotiations, CenturyTel representatives frequently indicated that they were reviewing each of Socket's existing agreements with other LECs. Therefore, it appears to Socket that CenturyTel already has these in its possession.

Responsible Person: R. Matthew Kohly

Case No. TO-2006-0299
Socket's Response to
CTEL's First Set of Data Requests
March 27, 2006

Data Request No. 48

Produce copies of all documents relating, mentioning or pertaining to Socket's marketing and/or business plans for the State of Missouri involving Socket's use of UNEs and/or resale lines.

Socket's Response:

See filed objections. Subject to and without waiving those objections, and after discussions with CenturyTel, Socket has agreed to provide general information about Socket's marketing plans in CenturyTel territory, assuming a favorable outcome for Socket in this arbitration. Socket therefore states as follows:

Socket is focused on providing Integrated Access services to retail customers in Missouri. In setting sales goals or sales forecasts, Socket does not differentiate between the network facilities that will be used to serve customers. Therefore, in the normal course of business Socket has not forecasted demand for specific UNEs in CenturyTel's exchanges, and therefore has no existing responsive documents. However, absent the existence of such forecasts and in an effort to provide some additional responsive information, Socket provides the following comments about its plans for growth in CenturyTel exchanges.

The entry into CenturyTel's territory has been extremely problematic because of the many unknowns. Neither Sprint nor SBC rely upon such undocumented and manual processes as does CenturyTel. It also needs to be recognized that Socket's growth in CenturyTel's service territory has been constrained by CenturyTel's own practices such as refusing to provide combinations of UNEs.

Socket currently has a collocation facility with CenturyTel's main office in Columbia, MO. Socket has been using that collocation facility to serve customers in portions of the Columbia exchange via UNE DS1 loops. CenturyTel has recently agreed to begin providing UNE combinations such as DS1 EELs to Socket. That will allow Socket to expand its service territory be able to serve the remainder of CenturyTel's exchanges in the Westphalia LATA. In addition, Socket has begun testing using two-wire and four-wire xDSL-capable loops to serve customers from its existing collocation arrangement. Assuming that proves feasible, that will greatly expand the customer base the Socket may serve.

Socket is currently in the process of establishing a collocation facility in the Wentzville exchange. Socket plans on using that facility to serve customers in that exchange via two and four wire xDSL-capable copper loops and DS1 Loops and other customers throughout much of the LATA via EELs. Socket next intends to expand into CenturyTel's Branson exchange and establish a similar collocation arrangement.

Socket is also evaluating the feasibility of establishing additional collocation arrangements in other CenturyTel's exchanges. Of course, Socket's ability to expand its

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footprint as well as expanding into additional product lines will be based, in large part, upon the outcome of the current Arbitration proceeding. Once the decision in this Arbitration is issued and the new agreement is implemented, Socket would be willing to provide forecasts for specific UNE or UNE combinations.

Responsible Person: R. Matthew Kohly

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Please produce all studies, analyses, forecasts and other material that relates, mentions or pertains to the anticipated, expected or forecasted demand of Socket for CenturyTel xDSL-capable loops and subloops over the next ten years.

Socket's Response:

See filed objections. Subject to and without waiving those objections, Socket responds as follows:

See supplemental response to Data Request 48.

Responsible Person: R. Matthew Kohly

APPENDIX – PROVISIONING INTERVALS

UNE PROVISIONING INTERVALS

PRODUCT	QUANTITY[1]	INTERVAL (BUSINESS DAYS/HOURS)[2]
Loops[3]		
8.0 dB 2 Wire Loop	1 – 5 6+	4 Business Days Negotiate
5.0 dB 2 Wire Loop	1 – 5 6+	4 Business Days Negotiate
2 Wire Digital Loop	1 – 5 6+	4 Business Days Negotiate
4 Wire Analog Loop	1 – 5 6+	4 Business Days Negotiate
4 Wire Digital Loop	1 – 5 6+	4 Business Days Negotiate
DS1 Loop	1 – 5 6+	15 Business Days Negotiate
DS3 Loop	ALL	Negotiate; where facilities are currently available, 15 Business Days
Dedicated Transport		
DS1 Dedicated Transport	1 – 5 6+	15 Business Days Negotiate
DS3 Dedicated Transport	ALL	Negotiate; where facilities are currently available, 15 Business Days
EEL and Commingled Combinations[4]		
All	Negotiate	

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[1] "Quantity" refers to orders for services or facilities to a single customer premises.

[2] Provisioning Intervals begin at and are measured from the Start Date/Time, as set forth in Section 3.3. For purposes of this Article, the date and time CenturyTel "receives" the order or request shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.

[3] Loop Category includes both Loops with number porting or without number porting.

[4] EEL Category includes both EELs with number porting or without number porting

Miscellaneous		
Stand Alone Number Portability	1 – 5 6+	4 Business Days Negotiate

Resold Retail Product Provisioning Intervals.

PRODUCT	QUANTITY	INTERVAL (BUSINESS DAYS/HOURS)
Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features &PIC Changes.	1-20	4 Business Days
Plain Old Telephone Service (POTS) includes installation, moves, add/delete Features &PIC Changes.	21+	Negotiate
Key System/PBX Trunks	1-5	4 Business Days; where additional or new facility or design is required, 15 Business Days
Key System/PBX Trunks	6+	Negotiate
Centrex	1-5	15 Business Days
Centrex	6+	Negotiate
DID	1-5	4 Business Days; where additional or new facility or design is required, 15 Business Days
DID	6+	Negotiate

RESOLD SPECIAL ACCESS PROVISIONING INTERVALS		
PRODUCT	**QUANTITY**	**INTERVAL (DAYS)**
DDS	1 – 5 6+	15 Business Days Negotiate
DS1	1 – 5 6+	15 Business Days Negotiate
DS3	ALL	Negotiate
VGPL	1 – 5 6+	15 Business Days Negotiate
BRI or PRI	1 – 5 6+	15 Business Days Negotiate
OCn	ALL	Negotiate

CUSTOMER SERVICE RECORD RETURNS		
PRODUCT	**QUANTITY**	**INTERVAL (BUSINESS DAYS/HOURS)**
CSR Returns	Original Supplemental	6 Business Hours from Receipt 6 Business Hours from Receipt

ARTICLE XV AND APPENDIX – PERFORMANCE MEASURES

<u>Agreed Definitions/Provisions:</u>

"Received" definition within Article XV:

    1.3.2 Provisioning Intervals begin at and are measured from the Start Date/Time, as set forth in Section 3.3. For purposes of this Article, the date and time CenturyTel "receives" the order or request shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.

New Subsection 1.3.4 to Article XV:

    1.3.4 If CenturyTel in the future improves its internal provisioning intervals, the Parties agree to renegotiate all affected intervals contained in this Appendix to provide Socket with a level of performance comparable to the performance CenturyTel provides itself for like services.

***

"Business Days" and related definitions (subject to Socket's review and agreement):

3.1.   "Business Hours" are defined as CenturyTel's CLEC Service Center's normal hours of operation. Business Hours are daily, Monday – Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding CenturyTel observed holidays.

3.2.   "Business Days" are Monday-Friday, excluding CenturyTel observed holidays. A Business Day includes nine (9) consecutive Business Hours.

3.3.   "Start Date/Time" is the date and time that CenturyTel receives a Socket request or order for which CenturyTel or Socket's performance is to be measured in accordance with this Article. If Start Date/Time is outside of Business Hours, the Start Date/Time is deemed to be 8:00 a.m. on the next Business Day.

3.4.   "End Date/Time" is the date and time that CenturyTel transmits a measured response by fax or electronic mail or completes a measured task.

3.5.   "Close of the Business Day" is 5:00 p.m. local time.