

**CASE NO. TO-2006-0299**  
**MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET**  
**ARTICLE II: DEFINITIONS**

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the definition of Access Service Request refer to interconnection “services”?  RESOLVED	1	1.1	1.1 Access Service Request (ASR) is an industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.	Socket opposes CenturyTel’s use of the term “services” in conjunction with interconnection trunks. CenturyTel’s injection of “services” confuses an otherwise industry standard definition and could provide CenturyTel the opportunity to assert that services could be changed or disconnected in ways not contemplated by Socket.	1.1 Access Service Request (ASR) is an industry standard form, which contains data elements and usage rules used by the Parties to add, establish, change or disconnect services <u>or</u> trunks for the purposes of Interconnection.	This issue has been resolved. Socket has agreed to accept the CenturyTel definition as shown.
Should the Agreement contain a definition of an accepted term that describes the means of communication between CenturyTel and Socket?	2	1.2	1.2 <b>Accessible Letters are correspondence used to communicate pertinent information regarding CenturyTel to the client/end user community.</b>	Socket uses the term “Accessible Letter” in various appendices to describe the means by which it expects CenturyTel to communicate information to it concerning CenturyTel’s processes and procedures and other pertinent information. The terms that used by SBC Missouri to describe the same communications vehicle. While Socket is not wed to that exact term, there should be some term that has a consistent meaning throughout the ICA.	Intentionally Left Blank.	The Commission should reject Socket’s proposed definition as inapplicable to CenturyTel. “Accessible Letters” refers to a certain process utilized by AT&T Missouri (f/k/a SBC Missouri) to notify CLECs of certain matters relating to their ICAs and changes in procedures/processes, among other things. It is, however, expressly inapplicable to CenturyTel, which does not—and is not required to—use Accessible Letters. Socket inappropriately attempts to impose inapplicable SBC-oriented obligations on CenturyTel by proposing contract language that is virtually verbatim cut-and-pasted from the SBC successor ICA to the M2A. Socket’s effort in that regard must fail. CenturyTel is not SBC and the Commission should not adopt contract language as if it were. Instead, CenturyTel is a non-RBOC ILEC serving relatively smaller communities in Missouri. Although CenturyTel has operations in numerous other states, Missouri represents one of the very few instances in which CenturyTel has received any UNE orders. Moreover, those UNE orders derive from a total of three CLECs, the largest of which, Socket, has only ordered a small number of UNEs (all of which are DS1 loops). Quite simply, CenturyTel is much smaller than SBC, operates on a different size and scale, operates a substantially different network, has different economies of scale/scope, serves geographic areas with much less population density, and has fundamentally different operations, procedures, mechanisms, and capabilities. This proceeding is about developing an ICA for Socket and CenturyTel, it is not about replacing the M2A for SBC. That the Commission may have approved similar language as to SBC in an entirely different context is irrelevant to resolution of this dispute between Socket and CenturyTel. Socket cannot prevail in its effort to compel CenturyTel to mirror SBC’s operations and offerings.

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						The Commission should reject Socket’s proposed definition as unnecessary and substantively inappropriate. In the parties’ successor ICA, CenturyTel has committed to communicating with Socket by posting all information on the CenturyTel Web Site, which provides uniform, equal treatment to all CLECs and is an administratively manageable obligation.
Should the terms ALI, ANI/CPN, and DBMS be defined using their common mean in relation to the E911 system?	3	1.11, 1.12, 1.32, 1.39	<p>1.12     <b>“Automatic Location Identification” or “ALI” means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services information.</b></p> <p>1.12     <b>“Automatic Number Identification”(ANI) or “Calling Party Number”(CPN) allows for identification of the telephone number that originates a call. In some instances, the station number of the calling party is not identified using ANI or CPN. In these instances the Calling Party will be identified by using a billing telephone number.</b></p> <p>1.32     <b>“Database Management System” or “DBMS” means a system of</b></p>	Socket has repeated in the Definitions article the same meaning for these terms as it has included in its proposed E911 Article. The definitions of these terms should be consistent throughout the agreement. The definitions proposed by Socket were previously approved by the Commission in Case No. TO-2005-0336.	<p>Definitions Purposely omitted</p> <p>“Automatic       Location Identification” or “ALI” means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services <u>response</u> information.</p> <p>“Automatic       Location Identification” or “ALI” means the automatic display at the PSAP of the caller’s telephone number, the address/location of the telephone and, in some cases, supplementary emergency services <u>response</u> information.</p> <p><u>E911               Universal Emergency Number Service” (also referred to as “Expanded 911</u></p>	The Commission should reject Socket’s proposed definitions for these terms because providing these definitions here may result in internal inconsistencies in the parties’ successor ICA and may inadvertently create ambiguity leading to potential future disputes. All of these terms are separately, specifically defined in Article XI: E911. As such, the definitions should be resolved within the E911 context to prevent inconsistencies and to provide the proper substantive context for the resolution of the parties’ disputes. However, for convenience, CenturyTel includes the proposed definitions contained in Article XI.

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			<p><b>manual procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for 911 systems.</b></p> <p><b>1.39 Enhanced 911 or E-911 Service - An enhanced service that provides features such as selective routing of E-911 calls to a specific PSAP selected from among those within the E-911 service area. E-911 also provides for the delivery of ALI and ANI to the PSAP.</b></p>		<p><u>Service” or “Enhanced 911 Service” or “E911 Service”)</u> means a telephone exchange communications service whereby a public safety answering point (PSAP) answers telephone calls placed by dialing the number 911. E911 includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 provides completion of a call to 911 via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing (SR).</p>	
Should Bill-and-Keep be limited to situations “specified in this Agreement”?	4	1.13	<p>1.13 Bill-and-Keep Arrangement - <b>A compensation arrangement whereby the Parties do not render bills to each other or charge each other for the</b></p>	Socket proposes a definition of “bill-and keep” that is consistent with that adopted in the recent Commission-approved ICAs resulting from the M2A successor arbitration. Socket opposes the	<p>1.13 Bill-and-Keep Arrangement - A compensation arrangement whereby the Parties do not render bills to each other or charge each other for the</p>	This issue has been resolved. CenturyTel has agreed to accept Socket’s proposed definition as shown.

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RESOLVED			<b>switching, transport, and termination of traffic as specified in this agreement.</b>	limitation CenturyTel places on the concept of bill-and-keep that references “Traffic specified in this Agreement.” Bill-and-keep is sometimes required under FCC or Commission orders that would not qualify as “specified in this Agreement,” so that reference in the ICA may prove confusing or unduly restrictive.	switching, transport, and termination of traffic as specified in this agreement.	
Should the definition of CenturyTel’s Service Guide make clear that this Guide does not trump the provisions of the ICA.  RESOLVED	5	1.19	1.19 CenturyTel Service Guide - The CenturyTel Service Guide, which contains CenturyTel’s operating procedures for ordering, provisioning, trouble reporting and repair for resold services. <b>In the event there is a conflict between the provisions of this Agreement and the CenturyTel Service Guide, this Agreement shall prevail.</b>	The Parties’ definition of the Service Guide is agreed. The dispute centers on whether the Service Guide, which is not a part of the ICA, should be permitted to trump the provisions of the agreement. It is black letter contract law that one party may not unilaterally amend a bilateral agreement, which is the result if CenturyTel’s definition is permitted to stand. Socket’s definition should therefore be approved.	1.20 CenturyTel Service Guide - The CenturyTel Service Guide, which contains CenturyTel’s operating procedures for ordering, provisioning, trouble reporting and repair for certain resold services and UNEs. In the event there is a conflict between the provisions of this Agreement and the CenturyTel Service Guide, this Agreement shall prevail.	This issue has been resolved. The Parties have agreed to use the CenturyTel definition as shown herein.
Can CenturyTel avoid its obligation to provide currently available services at parity by shifting the	6	1.29	<u>1.29</u> Currently Available - Existing as part of CenturyTel’s network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel, <b>either directly or through</b>	CenturyTel should not be able to avoid its obligations under FTA § 251(c) by an artificial shifting of the ability to provide certain services to an affiliate. CenturyTel’s complicated corporate structure should not be used in an anticompetitive manner to relieve	<u>1.30</u> Currently Available - Existing as part of CenturyTel’s network at the time of the requested order or service and does not include any service, feature, function or capability that CenturyTel	Socket’s proposed contract language impermissibly attempts to impose obligations on CenturyTel beyond its obligations under the FTA. First, as its Petition for Arbitration plainly reveals, the purpose of this proceeding, consistent with sections 251 and 252 of the FTA, is to develop a successor interconnection agreement between Socket and CenturyTel ( <i>i.e.</i> , CenturyTel of Missouri and Spectra). But Socket proposes overly broad contract language that ostensibly incorporates the services, features, functions and capabilities of unspecified—and unregulated, non-ILEC—“Affiliates.” This is improper. The successor interconnection agreement resulting from this compulsory

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ability to provide those services to an affiliate?			<b>an Affiliate</b> , does not have the capability to provide.	CenturyTel of its legal obligations under the FTA.	<u>either does not provide to itself or to its own end users</u> , or does not have the capability to provide.	arbitration proceeding is necessarily limited to the parties to this proceeding and the rates, terms and conditions pertaining to those section 251 obligations the parties negotiated. Socket cannot purport to bind non-party affiliates to the terms of this bilateral Socket-CenturyTel contracts or impose non-251 obligations on CenturyTel.  Second, Socket's proposed contract language turns the ILEC's parity obligations on their head. As an ILEC, CenturyTel obviously operates under certain parity obligations, generally requiring that it provide covered services and functions to CLECs in the same manner and under the same terms it provides those services and functions to itself. Neither section 251(c) nor any other provision of the FTA extends the parity analysis to unregulated, non-ILEC affiliates. That an affiliate which is not subject to section 251 obligations (because it is not an ILEC and/or is not a regulated entity) may offer certain services to its customers or may itself possess certain features, functions or capabilities independent of the ILEC is irrelevant to the ILEC's parity analysis.
Should Socket be required to accept customer record searches that search loop records rather than customer records?	7	1.31	1.31 Customer Service Record Search - Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyTel or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a <b>per customer basis</b> .	When Socket seeks information on customer service records, it is interested in records regarding the <i>customer</i> , not each loop serving the customer. Therefore, such searches should be conducted (and paid for) on a customer-by-customer basis. CenturyTel's proposal to conduct such searches on a loop-by-loop basis is simply a transparent attempt to increase the costs to Socket of conducting such searches.	1.32 Customer Service Record Search - Applied to LSR when CLEC requests a customer service record search prior to account conversion from CenturyTel or from another CLEC. Search typically is for basic account information, listing/directory information, service and equipment listing, and billing information. Applied on a per <u>account</u> basis.	The Commission should reject Socket's proposed definition because it is fundamentally inaccurate and, under the auspices of defining a term, it would improperly impose additional undue burdens on CenturyTel. Under CenturyTel's existing systems, Customer Service Record searches are only performed on a per account basis, not on a per Customer basis. The records are pulled on a billing account basis, not by customer name. As such, CLECs like Socket must provide CenturyTel with a billing account number on the LSR to ensure proper provisioning. CenturyTel's systems are not designed to perform these functions on a per customer basis. Therefore, Socket's definition is inaccurate with respect to CenturyTel's systems and, if accepted, would impose substantial obligations on CenturyTel to accommodate Socket's new demand.
Should the ICA include a	8	1.38	<b>1.38 "End Office" or "End Office Switch" is a</b>	This definition is necessary for two reasons. First, the terms are used	1.39 "End Office" or "End Office Switch" is a	This issue has been resolved. CenturyTel has agreed to use Socket proposed definition as shown herein.

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definition of “End Office” and “End Office Switch”?  RESOLVED			<b>switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.</b>	frequently in the ICA and should be subject to a standard definition. Second, it is important for interconnection and intercarrier compensation that the distinction is made between an end office switch and a PBX system.	switching machine that directly terminates traffic to and receives traffic from end users purchasing local exchange services. A PBX is not considered an End Office Switch.	
Should the Parties definition of “Compliance” address only Environmental and Safety concerns?  RESOLVED	9	1.41	1.41 <b>Environmental/Safety Compliance</b> - Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.	The Parties are not attempting to define the generic “Compliance here. Instead, there are defining a specific type of compliance – that related to environmental and safety. That should be explicit in the word or words that are being defined.	1.41 Environmental /Safety Compliance - Environmental and safety laws and regulations based upon a federal regulatory framework, with certain responsibilities delegated to the States. An environmental/safety compliance program may include review of applicable laws/regulations, development of written procedures, training of employees and auditing.	This issue has been resolved. The definition proposed by both Parties was identical and CenturyTel has agreed to accept the Socket language as shown.
Should the ICA include a definition of “Facility-Based Provider”?  RESOLVED	10	1.47	<b>1.47 “Facility-Based Provider” is defined as a telecommunications carrier that has deployed its own switching and/or network facilities.</b>	Socket is a facility-based provider of telecommunications services, and the ICA includes provisions that make reference to the distinction between facilities-based and other types of telecom providers. This definition provides a standard meaning for the term.	“Facility-Based Provider” is defined as a telecommunications carrier that has deployed its own switching and/or network facilities.	This issue has been resolved. CenturyTel has agreed to accept the definition proposed by Socket as shown here.
Should the ICA include a definition for the	11	1.49	<b>1.49 “Foreign Exchange (FX)” services are service offerings of local exchange</b>	The treatment of Foreign Exchange (“FX”) traffic is a matter of significant controversy in Article V	Intentionally Left Blank.	The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of

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term “Foreign Exchange”?			<b>carriers that are purchased by customers, which allow such customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the customer is physically located. Examples of this type of service include, but are not limited to, Foreign Exchange Service, CENTREX CUSTOPAK with Foreign Exchange Telephone Service Option, and ISDN-PRI Out-of-Calling Scope (both and Two-Way and Terminating Only).</b>	of the ICA (regarding intercarrier compensation). FX is a term often misunderstood and defined in different ways. Socket urges that the definition it proposes provides concrete examples and will provide a standard meaning for the term that will prevent future disputes about how FX should be treated under the ICA.		disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.  Further, Socket’s proposed definition of FX services is unnecessary as there is no need or basis to treat FX traffic differently from any other interexchange traffic that leaves the local calling area. If a definition of FX is included, it should be restricted to those services where the customer pays for a dedicated connection to the open end serving wire center. Otherwise the door would be opened for a customer and its carrier to receive the benefits of the service on the backs of and at the expense of the other carrier and its customers. In any event, the definition proposed by Socket should not be included in the parties’ successor ICA.
Should “indirect interconnection” be limited to the exchange of “Local Traffic”?  RESOLVED	12	1.58	1.58 Indirect Network Connection - The interconnection of the Parties’ networks via a common or shared access tandem switch.	The federal Act specifically requires that indirect interconnection be offered by ILECs. As used in the statute, the term is not limited to interconnection for the exchange of “Local Traffic” as CenturyTel restrictively defines that term. CenturyTel’s limitation in this definition would strip the statutory requirements for indirect interconnection of any meaning.	1.58 Indirect Network Connection - The interconnection of the Parties’ networks for exchange of Traffic via a common or shared access tandem switch.	This issue has been resolved. The Parties have agreed to accept the CenturyTel definition as shown.
Should the definition of “Information	13	1.59	<b>1.59 “Information Access” means the provision of specialized exchange</b>	The definition proposed by Socket refers to key terms developed in numerous federal court and	Intentionally omitted	The Commission should reject Socket’s proposed definition because it is unnecessary. This term is not used in the Agreement except as defined in Information Access Traffic or ISP Bound Traffic, and does not speak to the parties’

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Access” be consistent with existing industry and regulatory standards?			<b>telecommunications services and where necessary, the provision of network signaling and other functions in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information services.</b>	regulatory proceedings. “Information Access” is a critical definition because it implicates the treatment of VOIP and ISP-Bound traffic in the ICA. Both are topics of significant controversy in the interconnection and intercarrier compensation provisions. The definition of the term should track applicable legal and regulatory standards.		substantive duties or obligations set forth in the ICA. While Socket asserts the importance of this term in relationship to VOIP and ISP Bound traffic, it never defines ISP Bound traffic or the relationship which requires including this definition. Moreover, to the extent the term has a defined meaning, as Socket claims, from “numerous federal court and regulatory proceedings,” a simple reference to those decisions or similar language ( <i>i.e.</i> , “as defined by the FCC”) would suffice.
Should the definition of “Information Access Traffic” be consistent with existing industry and regulatory standards?	14	1.60	<b>1.60 Information Access Traffic is traffic arising from the provision of Information Access Services, which is defined above.</b>	Socket’s definition incorporates its proposed definition of “Information Access” above. Socket strongly opposes CenturyTel’s approach, which attempts to limit compensation for such traffic by relating it to whether the traffic meets CenturyTel’s definition of “Local Traffic.” Moreover, the CenturyTel definition precludes any voice traffic from qualifying as Information Access. The CenturyTel proposal does not comport with federal standards and should not be included in the ICA.	1.61 <u>Information Access Traffic, or ISP-Bound Traffic” in accordance with the FCC’s Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interrelated Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket 96-98, 99-68 (rel. April 27, 2001) (FCC ISP Compensation Order) if the call (i) originates from end users and terminates to an ISP in the same CenturyTel exchange area; or (ii) originates from end users and terminates to an ISP</u>	The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.  Moreover, the Commission should reject Socket’s proposed definition because it is unnecessary and does not provide the necessary context and discussion that is included in CenturyTel’s proposed language. Instead, the Commission should adopt CenturyTel’s proposed contract language, which is consistent with prevailing federal law on the issue.

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					<u>within different CenturyTel Exchanges that share common mandatory local calling area, as defined in CenturyTel's tariff, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Services (ELCS), or other like types of mandatory expanded local calling scopes. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol.</u>	
Should the definition of "ISP Traffic" follow the way the term is defined in the FCC's ISP Remand Order?	15	1.62	<b>1.62 Information Service Provider Traffic or "ISP" Traffic - As defined in paragraph 44 of the FCC's Order on Remand and Report and Order in CC Docket Nos. 96-98 and 99-68, ISP Traffic is traffic arising from the provision of specialized exchange telecommunications service purchased by information service providers (excluding CMRS providers) that is</b>	Socket's proposed definition tracks with the way the term is defined by the FCC in the ISP Remand Order. The definition is a controversial one as it relates to issues in Article V, and a neutral definition that relies on federal standards is important.	<u>Internet Service Provider (ISP) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC's First Report and Order in CC Docket NO. 97-158.</u>	Because CenturyTel's proposed definition tracks with the way the term is defined by the FCC, the Commission should adopt CenturyTel's proposal.

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			<b>routed by a LEC to or from the facilities of the provider of information services, of which Internet Service Providers (ISPs) are a subset.</b>			
Should the ICA include a definition of “IntraLATA Toll Traffic”?	16	1.68	<b>1.68 “IntraLATA Toll Traffic” is defined as traffic between one calling area and another local calling area within the same LATA where the IntraLATA toll provider assesses a separate retail charge for originating this type of traffic.</b>	Socket’s proposed definition tracks with the way the term is defined in Missouri statutes, FCC and PSC rules, carrier tariffs and commonly used throughout the industry. Socket’s proposal recognizes that IntraLATA means the traffic originates and terminates within the same LATA and that Telephone Toll Service is a service where the toll provider assesses a separate retail charge.	IntraLATA Toll traffic is defines as traffic between one CenturyTel local calling area and another CenturyTel local calling area or that of another LEC within the same LATA.	The Commission should reject Socket’s proposed language because it is overreaching and because CenturyTel’s definition is more appropriate in this context. To that end, the definition that CenturyTel is proposing is consistent with the definition of IntraLATA Toll traffic in other Agreements. Moreover, Socket’s proposed definition is improper. Necessarily, IntraLATA Toll traffic is defined by the origination and termination point of a call, and must be to another local calling area. It is not necessarily dependent on assessing a separate retail charge.
Should the ICA include a definition of “Local Interconnection Traffic”?	17	1.75	<b>1.75 “Local Interconnection Traffic” shall mean for purposes of this Article, (i) Section 251(b)(5) Traffic, (ii) ISP Traffic, (iii) Transit Traffic, (iv) FX traffic (v) non-PIC’d IntraLATA Toll Traffic.</b>	Socket’s proposed definition sets forth the different categories of traffic exchanged between local exchange carriers over interconnection arrangements using the LEC-to-LEC network as that term is defined and used in 4 CSR 240-29 Enhanced Record Exchange Rules.	Local Interconnection Traffic” shall mean for purposes of this Article, (i) Section 251(b)(5) Traffic, (ii) <u>ISP-Bound</u> Traffic, (iii) non-PIC’d IntraLATA Toll Traffic.	The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 & 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.
Should the ICA include a definition of “Local Interconnection Trunk Groups”?	18	1.76	<b>1.76 “Local Interconnection Trunk Groups” are one-way or two-way trunk groups used to carry Local Interconnection Traffic.</b>	Socket’s proposed definition merely tracks with the definition of “Local Interconnection Traffic” and reflects the fact that trunk group established between Socket and CenturyTel will carry Local Interconnection Traffic.	1.76 “Local Interconnection Trunk Groups” are one-way or two-way trunk groups used to carry Local Interconnection Traffic.	This issue has been resolved. CenturyTel has agreed to accept the definition proposed by Socket as shown.

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RESOLVED						
Should the definition of "Local Traffic" be consistent with FCC and PSC rules and decisions?  RESOLVED	19	1.80	1.80 Local Traffic <b>includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, e.g., Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.</b>	Socket's proposed definition is consistent with FCC rules by recognizing the distinction between traffic that travels beyond the local exchange and traffic that does not travel beyond the local exchange. Socket's proposed definition also recognizes that both mandatory and optional MCA traffic has been defined as local for purposes of interconnection and compensation by the Missouri Public Service Commission (See TO-92-306 and TO-99-483).  CenturyTel's proposed definition also fails to include optional MCA traffic and, therefore, inconsistent with the PSC's prior MCA decisions.  In addition Socket is extremely concerned about the definition because of the way CenturyTel uses it regarding interconnection obligations. The "Local Traffic" definition that may be used appropriately in the intercarrier compensation context is not appropriately invoked in the interconnection context.	1.80 Local Traffic includes all Section 251(b)(5) Traffic that is originated by Socket's end users and terminated to CenturyTel's end users (or vice versa) that: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, e.g., Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.	This issue has been resolved. CenturyTel has agreed to accept the definition proposed by Socket as shown.
Should the definition of "Meet Point	20	1.83	1.83 Meet Point Billing (MPB) - Refers to an arrangement whereby two	Socket's proposed definition recognizes that LECs involved in a meet point arrangement will not	1.83 Meet Point Billing (MPB) - Refers to an arrangement whereby two	This issue has been resolved. CenturyTel has agreed to use the definition proposed by Socket as shown here.

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Billing (MPB)” recognize all of the situations that may arise in a MPB arrangement?  RESOLVED			LECs jointly provide a switched access service <b>to an IXC with which one of the LECs does not have a direct connection, whereby each Party bills the appropriate rates for its portion of the jointly provided Switched Exchange Access Service.</b>	have a direct connection with an interexchange carrier and that each local exchange carrier will provide different functions in providing exchange access services to the IXC such as the transport, switching, terminating, and/or origination functions.  Socket opposes CenturyTel’s definition because it is limited only to the transport elements and fails to recognize that, in a meet point arrangement, local exchange carriers provide for the switching, origination and/or termination of interexchange traffic as well as the transport. Socket also opposes CenturyTel’s proposed definition because it would require all carriers to have effective access tariffs in order to bill the interexchange carriers. This fails to recognize that interstate switched access can be provided through contracts as well as tariffs.	LECs jointly provide a switched access service to an IXC with which one of the LECs does not have a direct connection, whereby each Party bills the appropriate rates for its portion of the jointly provided Switched Exchange Access Service.	
Should the ICA include a definition of “Meet Point Traffic”?  RESOLVED	21	1.84	<b>1.84 “Meet Point Traffic” is Exchange Access traffic or InterLATA and IntraLATA Toll Traffic routed via an Interexchange carrier.</b>	Socket’s proposed definition is consistent with how the term is commonly used in carrier tariffs and throughout the industry.	1.84 “Meet Point Traffic” is Exchange Access traffic or InterLATA and IntraLATA Toll Traffic routed via an Interexchange carrier.	This issue has been resolved. CenturyTel has agreed to use the Socket proposed definition as shown.
Should the ICA include a definition of	22	1.90	<b>1.90 “Non-PIC’d or Non-Equal Access IntraLATA Toll Traffic” is</b>	Socket’s proposed definition recognizes that local exchange carriers can provide IntraLATA toll	1.90 “Non-PIC’d or Non-Equal Access IntraLATA Toll Traffic” is	This issue has been resolved. CenturyTel has agreed to use the Socket proposed definition as shown.

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“Non-PIC’d or Non-Equal Access IntraLATA Toll Traffic”?  RESOLVED			<b>IntraLATA toll traffic originating from an end user obtaining local dialtone from either Party where the originating Party is both the Section 251(b)(5) and IntraLATA toll provider.</b>	services to customers that also purchase local exchange service from the local exchange carrier. This definition is necessary because this traffic is exchanged through interconnection arrangements established under this Agreement.	IntraLATA toll traffic originating from an end user obtaining local dialtone from either Party where the originating Party is both the Section 251(b)(5) and IntraLATA toll provider.	
Should the ICA include a definition of “Offers Service”?	23	1.94	<b>1.94 “Offers Service” – At such time as Socket opens an NPA/NXX, ports a number to serve an end user, or pools a block of numbers to serve end users.</b>	Socket’s proposed definition is consistent with Socket’s operations where Socket begins to offer service in a particular exchange when it opens an NPA/NXX in an exchange or ports numbers to serve a customer.	Intentionally Left Blank	The Commission should reject Socket’s proposed definition because it is not necessary, Socket has not identified any provision of the ICA that utilizes the term, and including such a vague and ambiguous global definition may inadvertently impose additional obligations or rights on the parties that are not otherwise appropriate or consistent with law.
Should the definition of “Rate Center” track industry standard definitions of the term?	24	1.103	<b>1.103 “Rate Center” means the specific geographic point and corresponding geographic area that have been identified in State tariff by an incumbent LEC for the purpose of rating calls as local. NXXs that have been assigned to a Telecommunications Carrier for its provision of Telecommunications Services are associated with specific Rate Centers for the purpose of rating calls.</b>	Socket’s proposed definition more carefully tracks industry-standard definitions of Rate Center that are applicable to CenturyTel and other carriers.	<b><u>1.103 Rate Center - The specific geographic point and corresponding geographic area that are associated with one or more particular NPA-NXX Codes that have been assigned to a LEC for its provision of Exchange Services. The geographic point is identified by a specific Vertical and Horizontal (V&amp;H) coordinate that is used to calculate distance-sensitive end user traffic to/from the particular NPA-NXXs associated with the specific Rate Center.</u></b>	The Commission should adopt CenturyTel’s proposed definition because it is the industry standard definition. The Rate Center, and its associated geographic point are used to rate and calculate all distance sensitive end-user traffic. Socket’s proposed definition, however, appears to improperly distinguish between an incumbent use of a rate center for the purpose of rating calls as local, while a Telecommunications Carrier uses the rate center for purposes of rating. Socket’s proposed definition is improper and does not accurately reflect the standard industry understanding of rate centers for rating calls.

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Should the ICA include a definition of “Rating Point”?  RESOLVED	25	1.104	<b>1.104 “Rating Point” means the vertical and horizontal (“V&amp;H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.</b>	Socket’s proposed definition sets forth a definition that recognizes the functionality provided by the Rating Point, which is to rate calls. Socket’s proposed definition also recognizes that the Routing Point may be different than the Rating Point. Also see Routing Point.	1.104 “Rating Point” means the vertical and horizontal (“V&H”) coordinates assigned to a Rate Center and associated with a particular telephone number for rating purposes. The Rating Point must be in the same LATA as the Routing Point of the associated NPA-NXX as designated in the LERG, but need not be in the same location as the Routing Point.	This issue has been resolved. CenturyTel has agreed to accept the Socket proposed definition as shown.
Should the ICA include a definition of “Remote End Office Switch”?  RESOLVED	26	1.105	<b>1.105 “Remote End Office Switch” is a CenturyTel switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an CenturyTel End Office Switch. Such features, function, and capabilities are provided CenturyTel Remote End Office Switch via an umbilical and an CenturyTel Host End Office.</b>	Socket’s proposed definition is consistent with how this term is commonly defined and used throughout the industry.	1.105 “Remote End Office Switch” is a CenturyTel switch that directly terminates traffic to and receives traffic from end users of local Exchange Services, but does not have full feature, function and capability of an CenturyTel End Office Switch. Such features, function, and capabilities are provided CenturyTel Remote End Office Switch via an umbilical and an CenturyTel Host End Office.	This issue has been resolved. CenturyTel has agreed to accept the Socket proposed definition as shown.
Should the definition of	27	1.108	<b>1.108 “Routing Point” means the V&amp;H coordinates</b>	Socket’s proposed definition sets forth a	1.108 <u>Routing Point – Denotes a location that a</u>	The Commission should adopt CenturyTel’s proposed definition for routing point because it is the accepted industry definition. As reflected in the CenturyTel

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“Routing Point” clearly differentiate it from “Rating Point”?			<b>that a Telecommunications Carrier has designated as the destination for traffic inbound to services provided by that Telecommunications Carrier that bear a certain NPA-NXX designation. The Routing Point need not be the same as the Rating Point, but it must be in the same LATA as the Rating Point. Central Office Switches are Routing Points for traffic to End Users identified by numbers drawn from NPA-NXX designations, as stated in the LERG. Where Socket has not established Routing Points for its Dedicated NPA-NXXs in its own network, the Routing Point shall be the CenturyTel Tandem Switch where traffic to CenturyTel NXXs in the same Rate Center is homed.</b>	<p>clear definition that recognizes the functionality of the routing point, which to define where calls are routed.</p> <p>CenturyTel’s proposed definition combines the functionality of routing calls and rating calls, which is inappropriate. It is also internally inconsistent because CenturyTel’s proposed definition correctly recognizes the Routing Point may be different than the Rating Point while at the same time using the Routing Point for rating calls.</p>	<p><u>LEC has designated on its network as the homing (routing) point for traffic that terminates to Exchange Services provided by the LEC that bears a certain NPA-NXX designation. The Routing Point is used to calculate airline mileage for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Telcordia Technologies Practice BR795-100-100, the Routing Point may be an end office location, or a “LEC Consortium Point of Interconnection.” The Routing Point must be in the same LATA as the associated NPA-NXX.</u></p>	definition, the routing point is used as the homing point for traffic inbound to Exchange Service as well as used for calculating mileage for distance-sensitive switched access services. As required, Socket has established routing points for each of their NPA-NXX’s within their network, which is inconsistent with their proposed definition.
Should the ICA include a definition of “Section 251(b)(5) Traffic”?	28	1.109	<b>1.109 “Section 251(b)(5) Traffic” - calls originated by Socket's end users and terminated to CenturyTel’s end users (or vice versa) will be classified as “Section 251(b)(5) Traffic” under</b>	Socket’s proposed definition is consistent with FCC rules by recognizing the distinction between traffic that travels beyond the local exchange and traffic that does not travel beyond the local exchange. Socket’s proposed definition also	1.109 “Section 251(b)(5) Traffic” - calls originated by Socket's end users and terminated to CenturyTel’s end users (or vice versa) will be classified as “Section	This issue has been resolved. CenturyTel has agreed to accept Socket’s proposed definition as shown.

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RESOLVED			<b>this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, e.g., Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.</b>	recognizes that both mandatory and optional MCA traffic has been defined as local for purposes of interconnection and compensation by the Missouri Public Service Commission (See TO-92-306 and TO-99-483).	251(b)(5) Traffic" under this Agreement if the call: (i) originates and terminates to such end-users in the same CenturyTel exchange area; or (ii) originates and terminates to such end-users within different exchange areas that share a common local calling area, as defined in CenturyTel's tariff, e.g., Extended Area Service (EAS), mandatory and optional Metropolitan Calling Area, or other like types of expanded local calling scopes.	
Which Party's definition of "Switch Exchange Access Service" is most appropriate for the ICA?  RESOLVED	29	1.116	1.116 Switched <b>Exchange Access Service – The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll services.</b> Switched Access Services includes,: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.	Socket's proposed definition recognizes that Telecommunications Carriers purchase switched exchange access services the for the purpose of providing telephone toll service.  Socket opposes CenturyTel's proposed definition because is so broad that it would include Local Calls exchanged between Socket and CenturyTel . CenturyTel's proposed definition also fails to recognize that switched access services may be provided by contract as well as through a switched access tariff.	1.116 Switched Exchange Access Service – The offering of transmission and/or switching services to Telecommunications Carriers for the purpose of the origination or termination of Telephone Toll services. Switched Access Services includes,: Feature Group A, Feature Group B, Feature Group C, Feature Group D, 500, 700, 800 access and 900 access services.	This issue has been resolved. CenturyTel has agreed to accept Socket's proposed definition as shown.

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Should the ICA include a definition of “Tandem Serving Area”?  RESOLVED	30	1.119	1.119 <b>“Tandem Serving Area” or “TSA” is an CenturyTel area defined by the sum of all local calling areas served by CenturyTel End Offices that subtend an CenturyTel tandem for Local Interconnection Traffic as defined in the LERG.</b>	Socket’s proposed definition defines the area served by a tandem switched and is consistent with how that terms is used throughout the industry.	1.119 “Tandem Serving Area” or "TSA" is an CenturyTel area as defined by the sum of all local calling areas served by CenturyTel End Offices that subtend an CenturyTel tandem for Section 251(b)(5)/Non-Pic'd IntraLATA toll Traffic as defined in the LERG.	This issue has been resolved. The Parties have agreed to use the CenturyTel definition as shown.
Which Party’s definition of “Virtual NXX Traffic” is most appropriate for the ICA?	31	1.132	1.132 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls <b>to or from a retail customer that uses a telephone number with an NXX Code (as set forth in the LERG) associated with a Rate Center that is different than the number and Rate Center the customer would received from a wireline carrier using the customer’s residence or place of business.</b>	Socket’s proposed definition limits VNXX Traffic to traffic originated by retail customer. Socket’s proposed definition also recognizes that foreign exchange services such as VNXX are provided by wireline carriers.  Socket opposes Century’s proposed definition because the term “Customer” has been previously defined as either Socket or CenturyTel purchasing services from the other depending upon the context. For that reason, CenturyTel’s definition is nonsensical. CenturyTel’s proposed definition would also include wireless traffic tied to a person’s physical location rather than service address.	1.132 Virtual NXX Traffic (VNXX Traffic) – As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls <u>in which a Party’s Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer’s actual physical premise location.</u>	<p>The Commission should reject Socket’s attempt to unduly expand the scope of the parties’ successor ICA beyond the exchange of local traffic. This question regarding the scope of the agreement—whether it is “local” or not—is a fundamental point of disagreement between the parties. ICAs under sections 251 &amp; 252 apply to local interconnection, and are not intended to supplant access arrangements. In numerous provisions, however, Socket attempts to expand the agreement so it would supplant access arrangements, which is prohibited by the Communications Act and would promote arbitrage and risk increases in so-called phantom traffic. Section 252 ICAs, of course, should not be vehicles for arbitrage or for circumventing other restrictions/charges on non-local traffic.</p> <p>Further, the Commission should reject Socket’s proposed definition because it is vague, confusing, and ambiguous. As such, Socket’s language may give rise to future disputes between the parties that could be avoided by adopting the plain, unambiguous language CenturyTel proposes. Indeed, in an effort to resolve the parties’ dispute, CenturyTel would agree to change its reference from “Party’s customer” to “retail customer” and from “Customer” to “retail customer” in the definition.</p>
Should the ICA include a definition for	32	164	Omitted		<u>“Intellectual property” means (a) inventions (whether patentable or unpatentable and whether</u>	The Commission should adopt CenturyTel’s proposed definition so the parties’ rights and responsibilities in the ICA are clear. In various portions of the ICA, intellectual property is discussed, but is never defined. Providing a definition will clarify the specific rights and obligations arising elsewhere in the ICA.

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					<u>or not reduced to practice),</u> <u>all improvements thereto,</u> <u>patents, patent applications</u> <u>and patent disclosures, and</u> <u>all reissuances,</u> <u>continuations, revisions,</u> <u>extensions and re-</u> <u>examinations thereof, (b)</u> <u>trademarks, service marks,</u> <u>trade dress, logos, trade</u> <u>names, domain names and</u> <u>corporate names, and</u> <u>translations, adaptations,</u> <u>derivations and</u> <u>combinations thereof and</u> <u>goodwill associated</u> <u>therewith, and all</u> <u>applications, registrations</u> <u>and renewals in connection</u> <u>therewith, (c)</u> <u>copyrightable works,</u> <u>copyrights and</u> <u>applications, registrations</u> <u>and renewals relating</u> <u>thereto, (d) mask works</u> <u>and applications,</u> <u>registrations and renewals</u> <u>relating thereto, (e) trade</u> <u>secrets and confidential</u> <u>business information</u> <u>(including ideas, research</u> <u>and development, know-</u> <u>how, formulae,</u> <u>compositions,</u> <u>manufacturing and</u> <u>production processes and</u>	

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					<u>techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, and business and marketing plans and proposals), (f) computer software (including data and related documentation), (g) other proprietary rights, and (h) copies and tangible embodiments thereof (in whatever form or medium).</u>	
Should the ICA include a definition for Intellectual Property Claim?	33	165	Omitted		1.65“ <u>Intellectual Property Claim</u> ” means <u>any actual or threatened claim, action or proceeding relating to Intellectual Property.</u>	The Commission should adopt CenturyTel’s proposed definition so the parties’ rights and responsibilities in the ICA are clear. In various portions of the ICA, intellectual property claims are discussed, but the term is never defined. Providing a definition will clarify the specific rights and obligations arising elsewhere in the ICA.
Which Parties definition for Dedicated Transport is appropriate?	34	166	Dedicated Transport - An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated Central Offices. Dedicated Transport may only extend between two Central Offices.		Dedicated Transport - An Unbundled Network Element that is purchased for the purpose of transporting Telecommunications Services between designated <u>CenturyTel</u> Central Offices. Dedicated Transport may only extend between two <u>CenturyTel</u> Central Offices.	The Commission should reject Socket’s proposed definition because it is inconsistent with federal law. <i>See, e.g.</i> , 47 C.F.R. § 51.319(e); <i>TRO</i> ¶ 366. Importantly, for example, Socket’s definition fails to reflect that dedicated transport only runs between two of an ILEC’s central offices, not simply “between two Central Offices.”  CenturyTel, on the other hand, defines “dedicated transport” as it is defined by the FCC. Therefore, consistent with governing law, the Commission should adopt CenturyTel’s proposed language.

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