

ARTICLE III: GENERAL PROVISIONS

CenturyTel/Socket

Page 16 of 38

FINAL CONFORMING

24.1 CenturyTel shall make no change in any policy, process, method or procedure used or required to perform its obligations under this Agreement, that, in whole or in part, has the effect of diminishing the value of any right of Socket granted herein or term or condition included herein, or that could cause an inefficiency or expense for Socket hereunder that did not exist at the Effective Date of this Agreement, without the prior review and written approval of Socket, which consent may be withheld by Socket in its sole discretion. In addition, CenturyTel shall not be permitted to circumvent this obligation by posting on its CLEC web-site.

**25.0 HEADINGS**

The headings in this Agreement are inserted for convenience and identification only and shall not be considered in the interpretation of this Agreement.

**26.0 INDEPENDENT CONTRACTOR RELATIONSHIP**

The persons provided by each Party shall be solely that Party's employees and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, State and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance, and federal and State withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

**27.0 LAW ENFORCEMENT INTERFACE**

27.1 Except to the extent not available in connection with CenturyTel's operation of its own business, CenturyTel shall provide seven days a week/twenty-four hours a day assistance to law enforcement persons for emergency traps, assistance involving emergency traces and emergency information retrieval on customer invoked CLASS services.

27.2 Except where prohibited by a subpoena, civil investigative demand, or other legal process as set forth in Section 27.3.1, CenturyTel agrees to work jointly with Socket in security matters to support law enforcement agency requirements for traps, traces, court orders, etc. Charges for providing such services for Socket customers will be identified, agreed to with Socket, and billed to Socket.