

CASE NO.
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE III: GENERAL PROVISIONS

Issue Statement	Issue No.	Sec. Nos.	Socket Language	Socket Preliminary Position	CenturyTel Language	CenturyTel Preliminary Position
Should the Agreement contain comprehensive OSS terms and conditions?	1	8.0	8.0 This agreement contains comprehensive OSS terms and conditions. Socket represents, warrants and covenants that it will only use OSS furnished pursuant to this Agreement for activities related to UNEs, resold services or other services covered by the Agreement, and for which this Agreement contains explicit rates, terms, and conditions.	Socket is entitled to efficient and effective provisioning of wholesale facilities under CenturyTel's FTA § 251(c) obligations. Socket therefore has proposed Article XIII-OSS, that lays out reasonable terms and conditions governing the interface between Socket and CenturyTel in the ordering and provisioning systems. Section 8.0 of this Article III merely references and acknowledges that the Agreement contains the rates, terms and conditions contained in Article XIII. If the Commission approves the inclusion of an OSS Article in the Parties' ICA, then this reference to that Article in the General Provisions is appropriate. See also Article XIII-OSS DPL.	<u>8.0 Manual interface is currently being used for Socket to order services, and it includes facsimile orders and E-mail orders in accordance with the CenturyTel Service Guide. Conventional electronic ordering interface is not currently available. If CenturyTel later makes electronic interface ordering available to Socket, then the parties agree that, to the extent practicable, electronic interface will be used by Socket for ordering services and manual interface will be discontinued unless this is impracticable.</u>	CenturyTel appears to be opposed to the inclusion of Article XIII-OSS because it wishes to unilaterally dictate the terms of access through a separate "guide." CenturyTel's language avoiding any commitment to making electronic interface ordering available appears to be a refutation of its previous promise concerning implementation of such an interface that CenturyTel made to this Commission when it sought Commission approval for the transfer of exchanges from GTE Midwest, Inc. d/b/a Verizon Midwest, Inc.
Should the payment due date be 45 calendar days or 20 business days from the bill date?	2	9.2, 9.3	9.2 Due Date Payment is due forty-five (45) days from the bill date. If either Party fails to pay within forty-five (45) days after the bill date any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Party may withhold payment, the Parties will utilize the procedures set forth in	The Parties' dispute concerns whether payment is due to CenturyTel within 45 calendar days of the date printed on the bill or within 20 business days (or approximately 30 calendar days) from the date printed on the bill. Socket seeks a longer time period for several reasons. First, there is not necessarily a correlation between the "bill date" and the date that Socket receives the bill and can begin processing it. Building in an extra cushion will help give	9.2 Due Date Payment is due <u>twenty (20) Business Days</u> from the bill date. If either Party fails to pay within <u>twenty (20) Business Days</u> after the bill date any and all undisputed charges billed under this Agreement, including any valid late payment charges (collectively, "Unpaid Charges"), excepting previously disputed charges for which Party may withhold payment, the Parties will utilize the procedures set forth in	CenturyTel wishes to have a shorter time for receipt of payment, presumably so that it can have the benefit of the funds sooner.

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			<p>section 9.3 below.</p> <p>9.3 Default Notice of Nonpayment for Services</p> <p>Following such Default for services within the required forty-five (45) days following the bill date, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges to the billing Party within twenty (20) Business days. If the billed Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business day notice period, deliver to the billing Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the billing Party all undisputed Unpaid Charges. Failure of a Party to pay undisputed Unpaid Charges will constitute Default as defined in Section 2.2 of Article III.</p> <p>9.5 Dispute</p> <p>Disputing Party shall notify the billing Party in writing regarding the nature and the basis of any dispute relating to unpaid charges within forty-five (45) days of the bill date or up to one year for paid charges, subject to any State</p>	<p>Socket sufficient time to review the charges even if CenturyTel delays sending the bill past the “bill date” or if there are further delays because of mail time.</p> <p>Socket needs a reasonable amount of time to review the bills because they are typically lengthy and complicated, and require significant manual effort to ensure that the billing is accurate. Having a longer period before the bill is due also enables Socket and CenturyTel to review and resolve possible discrepancies prior to the date the payment is due, rather than Socket having to withhold funds and dispute later. Enabling a reasonable amount of time for processing and paying the bill will therefore benefit both parties.</p>	<p>section 9.3 below.</p> <p>9.3 Default Notice of Nonpayment for Services</p> <p>Following such Default for services within the required <u>twenty (20) Business Days</u> following the bill date, the billing Party shall notify the billed Party in writing that it must pay all Unpaid Charges to the billing Party within twenty (20) Business days. If the billed Party disputes any or all of the Unpaid Charges, it shall, within said (20) twenty Business day notice period, deliver to the billing Party a written description of the disputed Unpaid Charges, including the specific details and reasons for the dispute, unless such reasons have been previously provided in writing, and shall immediately pay to the billing Party all undisputed Unpaid Charges. Failure of a Party to pay undisputed Unpaid Charges will constitute Default as defined in Section 2.2 of Article III.</p> <p>9.5 Dispute</p> <p>Disputing Party shall notify the billing Party in writing regarding the nature and the basis of any dispute relating to unpaid charges within <u>twenty (20) Business Days</u> of the bill date or up to one year for paid charges, subject to</p>	

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			regulatory requirements. The Parties shall diligently work toward resolution of all billing issues.		any State regulatory requirements. The Parties shall diligently work toward resolution of all billing issues.	
Should the traffic factors address all jurisdictions of traffic using defined terms?	3	10.2, 10.3	<p>10.2 Percent Local Use</p> <p>Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage (“PLU”). The application of the PLU will determine the amount of Local Interconnection Traffic minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every Local Interconnection Traffic call and every non-Local Interconnection Traffic call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party’s option, be utilized to determine the appropriate Local Interconnection Traffic usage compensation to be paid.</p> <p>10.3 Percentage Interstate Usage</p> <p>In the case where Socket desires to terminate its Local Interconnection</p>	<p>Socket has proposed a definition for “Local Interconnection Traffic” that specifies the universe of traffic that is subject to interconnection obligations. Both Parties have proposed competing definitions of “Local Traffic” that is a subset of “Local Interconnection Traffic” and is more restrictive. Because CenturyTel has an obligation to carry a broader scope of traffic over interconnection trunks than is covered by the definition of “Local Traffic,” Socket has specified that the broader term “Local Interconnection Traffic” is appropriate in the provisions concerning percent local use and percentage interstate usage.</p>	<p>10.2 Percent Local Use</p> <p>Upon request of either Party, each Party will report to the other an accurate Percentage Local Usage (“PLU”). The application of the PLU will determine the amount of <u>Local Traffic</u> minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every <u>Local Traffic</u> call and every non-<u>Local Traffic</u> call, excluding intermediary traffic. PLU requests shall be made no more frequently than every twelve (12) months. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall, at the terminating Party’s option, be utilized to determine the appropriate <u>Local Traffic</u> usage compensation to be paid.</p> <p>10.3 Percentage Interstate Usage</p> <p>In the case where Socket desires to terminate its <u>Local Traffic</u> over or co-mingled on its switched access Feature</p>	<p>CenturyTel prefers to restrict its obligation to the smaller universe of traffic contained in the definition of “Local Traffic” than that contained in Socket’s definition of “Local Interconnection Traffic.”</p>

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			Traffic over or co-mingled on its switched access Feature Group D trunks, Socket will be required to provide a projected Percentage Interstate Usage ("PIU") to CTOC. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CTOC's Interstate Access Services Tariff will apply to Socket. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.		Group D trunks, Socket will be required to provide a projected Percentage Interstate Usage ("PIU") to CTOC. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CTOC's Interstate Access Services Tariff will apply to Socket. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.	
Must written notices initiating the dispute resolution process be subject to the delays inherent in registered mail, or may the process be initiated by electronic mail followed by registered mail?	4	18.2	18.2 Negotiations Upon written notice from either Party initiating the dispute resolution process, each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by	When the Parties have a dispute that is significant enough to warrant using the more formal dispute resolution proceedings set out in the ICA, then time is usually of the essence in beginning the resolution process. Socket's language permits the process to begin immediately by notification through electronic mail, but also ensures that the proper personnel are alerted to the dispute through a follow-	18.2 Negotiations Upon written notice from either Party initiating the dispute resolution process, each Party will appoint a knowledgeable, responsible and empowered representative to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. The Parties intend that these negotiations be conducted by	CenturyTel has not fully explained its objection to initial notification by electronic mail, so long as such notification is followed by registered mail. Presumably, CenturyTel is not interested in beginning the formal attempt at dispute resolution until it has received the more formal notice via registered mail.

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			business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties' representatives will hold an initial discussion within ten (10) days of the written request initiating the dispute resolution process. Written requests may be provided via electronic mail followed by registered mail to the contacts listed in this agreement.	up with registered mail. Resolution of a dispute between the Parties should not be put on hold because of mail delays.	business representatives. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives, except that the Parties' representatives will hold an initial discussion within ten (10) days of the written request initiating the dispute resolution process. Written requests may be provided via <u>registered mail</u> to the contacts listed in this agreement.	
Should mutual agreement be required before a Party may seek resolution of a dispute from the Commission?	5	18.3	<p>18.3 Arbitration</p> <p>If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration. The parties may mutually agree to postpone submitting the dispute to binding arbitration. At the election of either Party, arbitration shall be before the Commission, FCC, or court of competent jurisdiction. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described</p>	<p>While the Parties agree that binding arbitration may be appropriate for resolution of a dispute, the Parties disagree about the circumstances under which the dispute can be submitted to this Commission or the FCC or a court. Socket's position is that there should not have to be an agreement of the Parties before one Party seeks resolution outside the commercial arbitration context. In the case of a customer-affecting dispute, Socket (and CenturyTel) should retain the ability to seek Commission intervention. Similarly, in extreme situations where an injunction is necessary and appropriate, the Parties should not have to seek permission in order to go to court. Socket's language retains the intent of keeping down the cost of litigation through the arbitration process, while allowing for exceptions for emergency situations.</p>	<p>18.3 Arbitration</p> <p>If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration. The parties may mutually agree to postpone submitting the dispute to binding arbitration. Otherwise, arbitration shall be by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA") except that the Parties may select an arbitrator outside American Arbitration Association rules upon mutual agreement. If the State Commission is selected as the arbitrator, its arbitration rules shall apply. Otherwise, the rules described in part (a) below shall be applicable. <u>The Parties may jointly agree to submit the matter directly to the Commission, FCC, or court of competent jurisdiction.</u></p>	CenturyTel wishes binding arbitration to be mandatory, no matter what the circumstances, unless the Parties otherwise agree.

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			in part (a) below shall be applicable. Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.		Nothing herein shall limit the right of either Party to bring a matter to court for injunctive relief or to address matters outside the scope of the agreement.	
Should changes in standard practice be governed by the process proposed by Socket?	6	24.0, 54.0, 54.1, 54.2, 54.3, 54.4, 54.5	<p>24.0 STANDARD PRACTICES</p> <p>The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. Socket agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement; provided however that changes to standard practices will be done according to the Network Maintenance, Management, and Change Management provisions set forth in Section 54. Where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.</p> <p>54.0 NETWORK MAINTENANCE, MANAGEMENT AND CHANGE MANAGEMENT</p>	The Parties have agreed to the majority of the terms to govern changes in standard practices, with the exception of the notice and implementation of changes in network maintenance, management and change management found in Socket's proposed Section 54.5. Socket's proposal envisions a more formal notification for significant changes and a greater level of cooperation between the Parties in effecting those changes. Because CenturyTel's changes in these areas can have a significant impact on Socket's operations, it is important for Socket to be fully involved in their implementation.	<p>24.0 STANDARD PRACTICES</p> <p>The Parties acknowledge that CenturyTel shall be adopting some industry standard practices and/or establishing its own standard practices to various requirements hereunder applicable to the CLEC industry which may be added in the CenturyTel Service Guide. Socket agrees that CenturyTel may implement such practices to satisfy any CenturyTel obligations under this Agreement; provided however that <u>CenturyTel will provide Socket with information concerning any change; provided, however, that</u> where a dispute arises between the Parties with respect to a conflict between the CenturyTel Service Guide and this Agreement, the terms of this Agreement shall prevail.</p> <p>54.0 NETWORK MAINTENANCE, MANAGEMENT AND CHANGE MANAGEMENT</p> <p>54.1 The Parties will work cooperatively to implement this</p>	CenturyTel's objection to Socket's language appears to be focused on maintaining CenturyTel's unilateral ability to make changes without accommodating Socket's concerns.

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			<p>54.1 The Parties will work cooperatively to implement this Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.</p> <p>54.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.</p> <p>54.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers nor to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.</p> <p>54.4 Consistent with Section 12.1, CenturyTel agrees to provide Socket with advance notice of changes in the information necessary for the transmission and routing of services using CenturyTel's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit</p>		<p>Agreement. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) to achieve this desired reliability.</p> <p>54.2 Each Party will provide a 24-hour contact number for Network Traffic Management issues to the other's surveillance management center.</p> <p>54.3 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other carriers nor to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.</p> <p>54.4 Consistent with Section 12.1, CenturyTel agrees to provide Socket with advance notice of changes in the information necessary for the transmission and routing of services using CenturyTel's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit CenturyTel's ability to upgrade its network through the incorporation of new equipment, new software or</p>	

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			<p>CenturyTel's ability to upgrade its network through the incorporation of new equipment, new software or otherwise nor to limit Socket's access to UNEs provided over those facilities.</p> <p>54.5 Notification will be provided via email followed by registered mail to designated Socket contacts. CenturyTel shall designate a qualified person who can be contacted by Socket to provide clarification of the scope of the change and timeline for implementation. Either Party may request the assignment of project team resources for implementation of the change. Notwithstanding the foregoing, Socket reserves its right to request changes to be delayed or otherwise modified where there is an adverse business impact on Socket, with escalation through the dispute resolution process.</p>		<p>otherwise nor to limit Socket's access to UNEs provided over those facilities.</p> <p>54.5 <u>Intentionally Omitted.</u></p>	
Should the Parties' liability to each other be limited as Socket proposes?	7	28.4.2, 28.5	28.4.2 Except as specifically stated in this Agreement, the Parties' liability to each other during any Contract Year resulting from any and all causes, other than as specified below and for willful or intentional misconduct (including gross negligence), will not exceed the total	In § 28.4.2, Socket proposes that the Parties' liability to each other should be limited to the amount charged to Socket by CenturyTel. This additional provision reinforces the subsequent agreed portion of § 28.5, wherein the Parties have agreed that no consequential damages are due as a	<p>28.4.2 <u>Intentionally Omitted.</u></p> <p>28.5 No Consequential Damages</p> <p>EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER SOCKET NOR CENTURYTEL WILL BE LIABLE</p>	CenturyTel has not provided Socket with any rationale concerning its opposition to Socket's additional proposed language.

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			<p>of any amounts charged to Socket by CenturyTel under this Agreement during the Contract Year in which such cause accrues or arises. For purposes of this Section, the first Contract Year commences on the first day this Agreement becomes effective and each subsequent Contract Year commences on the day following that anniversary date.</p> <p>28.5 No Consequential Damages</p> <p>EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER SOCKET NOR CENTURYTEL WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE,</p>	<p>result of the Parties' dealings with each other. Such a limitation is standard in business contracts, and was included in the contract approved by the PSC in Docket No. TO-2005-0336, for the interconnection agreement between Socket and SBC Missouri. Socket also proposes an addition to §28.5 to clarify that liability should not be limited in the case of willful misconduct or if the liability arises because of bodily injury. In such cases, public policy dictates that damages should not be limited.</p>	<p>TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.</p>	

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			<p>AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. Should either Party provide advice, make recommendations, or supply other analysis related to the services or facilities described in this Agreement, this limitation of liability shall apply to the provision of such advice, recommendations, and analysis.</p> <p>EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION WILL LIMIT THE LIABILITY OF EITHER CENTURYTEL OR SOCKET TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY THE NEGLIGENT ACT OR OMISSION OF EITHER PARTY HERETO OR THE</p>			

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			NEGLIGENT ACT OR OMISSION OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR WILL ANYTHING CONTAINED IN THIS SECTION LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS, AS SPECIFIED BELOW.			
What are the Parties' obligations and rights associated with intellectual property?	8	29.1-29.8	<p>29.1 Socket acknowledges that services and facilities to be provided by CenturyTel hereunder may use or incorporate products, services or information proprietary to third party vendors and may be subject to third party intellectual property rights. In the event that proprietary rights restrictions in agreements with such third party vendors do not permit CenturyTel to provide to Socket, without additional actions or costs, particular unbundled Network Element(s) otherwise required to be made available to Socket under this Agreement, then, as may be required by applicable state or federal law:</p> <p>29.2 CenturyTel agrees to provide written notification to Socket, directly or through a third party, of such restrictions that extend beyond restrictions otherwise imposed under this Agreement or applicable Tariff restrictions; and</p>	Socket believes that the Parties' rights and obligations concerning use of a third party's intellectual property should be clearly delineated in the agreement, and such language should not be vague or summary in nature. Socket has therefore proposed the language previously approved by the PSC in Docket No. TO-2005-0336 for the interconnection agreement between Socket and SBC Missouri	<p>29.0 INTELLECTUAL PROPERTY</p> <p><u>29.1 To the extent consistent with applicable law, neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.</u></p> <p>29.2 <u>Intentionally Omitted.</u></p>	CenturyTel has not provided Socket with any specific reasons for rejecting any of Socket's more detailed contract language.

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			<p>29.3 For any new agreements that CenturyTel enters into or existing agreements that it renews, CenturyTel shall use its best efforts to procure rights or licenses to allow CenturyTel to provide to Socket the particular unbundled Network Element(s), on terms comparable to terms provided to CenturyTel, directly or on behalf of Socket (“Additional Rights/Licenses”).</p> <p>29.4 For any new agreements that CenturyTel enters into or existing agreements that it renews, in the event that CenturyTel, after using its best efforts, is unable to procure Additional Rights/Licenses for Socket, CenturyTel will promptly provide written notification to Socket of the specific facilities or equipment (including software) that it is unable to provide pursuant to the license, as well as any and all related facilities or equipment; the extent to which it asserts Socket's use has exceeded (or will exceed) the scope of the license; and the specific circumstances that prevented it from obtaining the revised provisions.</p> <p>29.5 In the event Socket provides in writing within thirty (30) calendar days of written notice in Section</p>		<p>29.3 <u>Intentionally Omitted.</u></p> <p>29.4 <u>Intentionally Omitted.</u></p> <p>29.5 <u>Intentionally Omitted.</u></p> <p>29.6 <u>Intentionally Omitted.</u></p> <p>29.7 <u>Intentionally Omitted.</u></p> <p>29.8 <u>Intentionally Omitted.</u></p> <p>29.9 <u>Intentionally Omitted.</u></p>	

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			<p>7.3.8.3 above that CenturyTel has not exercised such best efforts, Socket may seek a determination through an expedited petition to the Missouri Public Service Commission as to whether CenturyTel has exercised such best efforts.</p> <p>29.6 If and to the extent CenturyTel is unable to make all warranties required pursuant to this agreement without additional costs, including payment of additional fees, in renegotiating with its vendors or licensors, CenturyTel may seek recovery of such costs as are reasonable. Such additional costs shall be shared among all requesting carriers, including CenturyTel, provided, however, all costs associated with the extension of Intellectual Property rights to Socket pursuant to Section 7.3.8.2, including the cost of the license extension itself and the costs associated with the effort to obtain the license, shall be a part of the cost of providing the unbundled network element to which the Intellectual Property rights relate and apportioned to all requesting carriers using that unbundled network element including CenturyTel.</p> <p>29.7 Both Parties agree to</p>			

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CASE NO.
MASTER LIST OF ISSUES BETWEEN CENTURYTEL AND SOCKET
ARTICLE III: GENERAL PROVISIONS

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			<p>promptly inform the other of any pending or threatened Intellectual Property Claims of third parties that may arise in the performance of this Agreement.</p> <p>29.8 Any Intellectual Property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Notwithstanding the exclusive ownership of Intellectual Property originated by a Party, the Party that owns such Intellectual Property will not assess a separate fee or charge to the other Party for the use of such Intellectual Property to the extent used in the provision of a product or service, available to either party under this Agreement, that utilizes such Intellectual Property to function properly.</p>			
Should the Agreement contain an obligation and a process for CenturyTel to communicate official information to Socket?	9	32.2	<p>32.2 CenturyTel shall communicate official information not covered by the Notice provisions above to Socket via an Accessible Letter notification process. This process shall cover a variety of subjects, including updates on products/services promotions; deployment of new products/services; modifications and price changes to existing products/services; cancellation or retirement of existing</p>	<p>It is critical that CenturyTel notify Socket of any internal change that may affect Socket and the Parties' relationship under the Agreement. While Socket is not insistent that the method of notice be termed an "Accessible Letter," Socket believes both Parties will benefit from the example provided by SBC Missouri's Accessible Letter system. Consequently Socket has proposed the same Accessible Letter language as that</p>	<p>32.2 <u>Intentionally Omitted.</u></p> <p>32.2.1 <u>Intentionally Omitted.</u></p> <p>32.2.2 <u>Intentionally Omitted.</u></p> <p>32.2.3 <u>Intentionally Omitted.</u></p>	<p>CenturyTel has not given Socket any specific reason for its rejection of a specific notification process, other than its general reluctance to commit to communications with Socket.</p>

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ARTICLE III: GENERAL PROVISIONS

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			<p>products/services; and operational issues.</p> <p>32.2.1 CenturyTel Accessible Letter notification will be via electronic mail (“e-mail”) distribution. Accessible Letter notification via e-mail will be deemed given as of the transmission date set forth on the e-mail message.</p> <p>32.2.2 Socket may designate up to a maximum of ten (10) recipients for Accessible Letter notification via e-mail.</p> <p>32.2.3 Socket shall submit a letter to the contacts listed in this agreement to designate in writing each individual’s e-mail address to whom Socket requests Accessible Letter notification be sent. Socket shall submit a completed Accessible Letter Recipient Change Request Form to add, remove or change recipient information for any Socket recipient of CenturyTel’s Accessible Letters. Any completed Accessible Letter Recipient Change Request Form shall be deemed effective ten (10) calendar days following receipt by CenturyTel.</p>	approved by the PSC in Docket No. TO-2005-0336, for the interconnection agreement between Socket and SBC Missouri.		
Should the Agreement contain provisions for	10	49.0	49.0 OTHER OBLIGATIONS	If CenturyTel were a willing wholesaler, it would not be opposed to	49.0 <u>Intentionally Omitted.</u>	CenturyTel has not informed Socket of any specific objection to Socket’s

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ARTICLE III: GENERAL PROVISIONS

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credits in the event of an outage?			Allowance for Interruption of Service. A service interruption period begins when an out of service condition of Interconnection or an Unbundled Network Element is reported by Socket to CenturyTel designated maintenance and repair contact point and ends when the service is restored and reported by CenturyTel to the Socket's designated contact. No allowance for a service outage will be provided where the outage is due to the actions of Socket, its agents or Customers. A credit allowance will be made to Socket where the service outage is isolated to CenturyTel network. When a credit allowance does apply, the credit will be determined based on the monthly recurring rates applicable to the service affected; however, the credit allowance for a service outage or for a series of outages for a specific service shall not, except where otherwise provided in this Agreement, exceed the applicable monthly recurring rate for the service(s) involved. For calculating credit allowances, every month is considered to have thirty (30) days.	<p>service credits. In any other commercial context, a customer would not expect to pay for something it did not receive. Indeed, if one of Socket's customers experiences an outage, it is credited for the time it is without service; this is a standard commercial practice. In fact, CenturyTel's access tariff at § 2.4.4 offers a credit allowance for service interruptions. There is no reason that CenturyTel should not be required to offer such credits under this Agreement as well.</p> <p>In Docket No. TO-2005-0336, the Commission considered a similar issue concerning SBC Missouri, and ruled that SBC must provide credits for service interruptions. Such a ruling is appropriate here as well.</p>		proposed language.
Should the Agreement contain service parity	11	52.0	52.0 SERVICE PARITY AND STANDARDS	Socket believes the Agreement should contain specific provisions that	52.0 SERVICE PARITY AND STANDARDS	Socket is not aware of any specific reason that CenturyTel objects to

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ARTICLE III: GENERAL PROVISIONS

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standards?			<p>Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Missouri Public Service Commission for any services or facilities provided under this Agreement.</p> <p>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 that the Party provides to itself. “Equal in quality” shall mean that the service will meet the same technical criteria and 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.</p> <p>CenturyTel and Socket agree to implement standards to measure the quality of the Local Services, Unbundled Network Elements, and Interconnection Facilities supplied by CenturyTel, in particular with respect to pre-ordering, ordering/provisioning, maintenance and billing. These quality standards are described in Article XV – Quality of Service and Performance</p>	expressly address CenturyTel’s parity obligations under 47 U.S.C. § 251. In addition to setting forth these general obligations, Socket also believes that specific performance standards are appropriate, as well as penalties for failure to meet those standards.	Notwithstanding anything in this Agreement to the contrary, CenturyTel shall meet any service standard imposed by the FCC or by the Missouri Public Service Commission for any services or facilities provided under this Agreement.	Socket’s proposed standards, other than a general reluctance to commit to providing quality products and services.

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ARTICLE III: GENERAL PROVISIONS

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			Measures. In the event of a violation of Quality Standards by either Party, which the Complaining Party alleges constitutes a breach of this Agreement, the Complaining Party may elect, subject to the dispute resolution procedures set forth in this Agreement, either (1) to seek such money damages as may be available at law; or (2) to claim the penalties specified in Article X – Quality of Service and Performance Measures but the Complaining Party may not seek both (1) and (2) based on the same alleged breach; provided, however, that nothing in this sentence shall prevent the Complaining Party from seeking equitable relief at the same time that it pursues a claim for money damages or a claim under Article XV – Quality of Service and Performance Measures.			
Should CenturyTel be required to designate a point of contact for Socket to work with in order to implement this Agreement?	12	53.0	53.0 SINGLE POINT OF CONTACT Upon the effective date of this agreement, CenturyTel shall designate a single point of contact (“SPOC”) for Socket to work with to implement and operate under the provisions of this agreement. The SPOC shall be knowledgeable of	Socket believes the Parties’ business relationship will be more productive and less prone to misunderstanding and disputes if CenturyTel will designate a specific person within CenturyTel’s organization as a liaison to Socket. Further, in order for such a liaison relationship to work properly, Socket has crafted language describing the knowledge base of that person so that	53.0 <u>Intentionally Omitted.</u>	CenturyTel has not informed Socket why it is opposed to designating a liaison to Socket.

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			CenturyTel’s processes and procedures for establishing interconnection, providing UNEs and services available for resale, resolving billing and other disputes as well as other functions necessary to implement and operate under this agreement. This person shall not have any retail job responsibilities.	Socket can readily resolve the most common problems arising under an interconnection agreement.		