

ARTICLE III: GENERAL PROVISIONS

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exchange services to Socket's end-users under CenturyTel's applicable end-user tariff at the then current charges for the services being provided, subject to any local rules. In this circumstance, otherwise applicable service establishment charges will not apply to Socket's end-user, but will be assessed to Socket.

10.0 AUDITS

10.1 In General.

Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement, no more frequently than once per twelve (12) month period, to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (i) following at least thirty (30) Business Days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations; and (vi) in compliance with the audited Party's security rules.

10.2 Percent Local Use.

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.

10.3 Percentage Interstate Usage.

In the case where Socket desires to terminate its Local Interconnection Traffic over or commingled on its switched access Feature Group D trunks, Socket will be required to provide a projected Percentage Interstate Usage ("PIU") to CenturyTel. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in CenturyTel'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

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the PIU and PLU factor, shall, at the terminating Party's option, be utilized to determine the appropriate local usage compensation to be paid.

10.4 Traffic Audits.

On twenty (20) Business Days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. CenturyTel and Socket shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

11.0 **BINDING EFFECT**

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

12.0 **CAPACITY PLANNING AND FORECASTING**

Within thirty (30) calendar days from the effective date of this Agreement, or as soon after the effective date as practicable, the Parties agree to meet and develop joint planning and forecasting responsibilities which are applicable to local services, including features, UNEs, number portability, interconnection services, Collocation, and poles, conduits and rights-of-way (ROWs). Failure of Socket to perform its obligations as specified in this Section 12 may delay processing of Socket's service orders. Such responsibilities shall include but are not limited to the following:

- 12.1 The Parties will establish periodic reviews of significant network and technology plans and will notify one another no later than six (6) months in advance of changes that would impact either Party's provision of services.
- 12.2 Socket will furnish to CenturyTel, on a semi-annual basis, information that provides for state-wide, two-year forecasts of order activity, in-service quantity forecasts, and facility/demand forecasts.