

ARTICLE XV: PERFORMANCE MEASURES AND PROVISIONING INTERVALS

1.0 SERVICE QUALITY

- 1.1 The Parties recognize that this Agreement will establish new business processes. The Parties expect that experience will show whether new measurements are needed or whether existing measurements are not needed. Either Party, therefore, may request the addition, deletion or modification of the measures set forth in this Article. The Parties shall work together to resolve such issues promptly and they expect that resolution of such issues shall take into account and reflect industry solutions and experience in addressing similar issues. In the event that the Parties cannot agree on such addition, deletion or modification, then the Party seeking the addition, deletion or modification may initiate the Dispute Resolution provisions of this Agreement.
- 1.2 Performance Measures - CenturyTel will provide the services set forth in this Agreement in accordance with Performance Measurements (PM) and other measurements of quality set forth in Appendix – Performance Measures and elsewhere in the Agreement.
- 1.3 Provisioning Intervals – CenturyTel shall adhere to the Provisioning Intervals set forth in Appendix – Provisioning Intervals.
 - 1.3.1 These Provisioning Intervals are to be measured in Business Days.
 - 1.3.2 Unless specifically stated in the individual PM, the Provisioning Intervals begin at the start of the Business Day following the day the order or request was received by CenturyTel, for purposes of calculating compliance with the Provisioning Interval. For purposes of this Article, "received" shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.
 - 1.3.2A Provisioning Intervals begin at and are measured from the Start Date/Time, as set forth in Section 1.3.5.3. For purposes of this Article, the date and time CenturyTel "receives" the order or request shall be understood to refer to the time stated in the Order Date Field in the Order Summary Section on the CenturyTel Internet Services Customer Portal or the date time stamp on email or facsimile or its functional equivalent.
 - 1.3.3 These intervals are all inconclusive. There is no additional time allotted for tasks not specifically included in the Provisioning Interval (i.e. CenturyTel is not allowed an additional two-days to re-type an order unless the Provisioning Interval specifically permits additional times).
 - 1.3.4 If CenturyTel in the future improves its internal provisioning intervals, the Parties agree to renegotiate all affected intervals contained in this

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Appendix to provide Socket with a level of performance comparable to the performance CenturyTel provides itself for like services.

1.3.5 Definitions and Standards Applicable.

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

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

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

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

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

1.3.5.6 "Rolling Frame Period" is a period of not less than one nor more than three complete consecutive calendar months on a rolling basis during which the specified minimum number of non-excluded observations of an activity being measured are tracked and aggregated for purposes of evaluating the application of the Gap Closure Plan provisions of Section 4.1 or the application of penalties under Section 4.5 and Appendix—Performance Measures. A Rolling Frame Period ends on the last day of the Rolling Frame Period month in which the final non-excluded observation for the activity being measured occurs. A new Rolling Frame Period begins on the first day of the month following the month in which the previous Rolling Month Period ends.

2.0 IMPLEMENTATION TEAM

2.1 The Parties understand that the arrangements and provision of services, network elements and ancillary functions described in this Agreement shall require technical and operational coordination between the Parties. The Parties further agree that it is not feasible for this Agreement to set forth each of the applicable and necessary procedures, guidelines, specifications and standards that will promote the Parties' provision of Telecommunications Services to their respective Customers. Accordingly, the Parties

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agree to form a team (the "Implementation Team"), which shall develop and identify any additional processes, guidelines, specifications, standards, terms and conditions necessary for the provision of the services, network elements and ancillary functions, and for the specific implementation of each Party's obligations. Within five (5) days after the Effective Date, each Party shall designate, in writing, not more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives on the Implementation Team by delivering written notice thereof to the other Party.

- 2.2 Except as otherwise agreed upon by the Parties, on a mutually agreed upon day and time once a month during the Term of this Agreement, the Implementation Team shall discuss the performance of the Parties under this Agreement. At each such monthly session the Parties will discuss: (i) the administration and maintenance of the interconnections and trunk groups provisioned under this Agreement; (ii) the Parties' provisioning of the services, network elements and ancillary functions provided under this Agreement; (iii) the Parties' compliance with the Performance Measures set forth in this Agreement and any areas in which such performance may be improved; (iv) any problems that were encountered during the preceding month or anticipated in the upcoming month; (v) the reason underlying any such problem and the effect, if any, that such problem had, has or may have on the performance of the Parties; and (vi) the specific steps taken or proposed to be taken to remedy such problem. In addition to the foregoing, the Parties, through their representatives on the Implementation Team or such other appropriate representatives, will meet to discuss any matters that relate to the performance of this Agreement, as may be requested from time to time by either of the Parties.
- 3.0 If CenturyTel fails to meet the metrics set forth for a particular performance measure set forth in Appendix-Performance Measures for three consecutive months, upon notice from Socket that such a requirement has arisen, CenturyTel shall implement a Gap Closure Plan to improve performance. The intent of a Gap Closure Plan is to identify and expeditiously implement those actions necessary to close performance gaps to the acceptable levels of performance established by the parties under this Agreement and this Article (the "Benchmarks"). The parties anticipate Gap Closure Plans will typically be of six to nine months duration. CenturyTel will complete preparation of the Gap Closure Plan within 20 Business Days of notice from Socket that CenturyTel has failed to satisfy a metric set forth in Appendix – Performance Measures for three consecutive months and that Centurytel's performance requires a Gap Closure Plan.
- 3.1 The Gap Closure Plan will include:
 - 3.1.1 evaluation of the opportunity for continuous improvement, systems enhancements and re-engineering,
 - 3.1.2 forecasted improvement to the desired performance level for each issue or initiative,

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- 3.1.3 evaluation of pertinent change in period results,
- 3.1.4 a date for compliance with the PM(s) set forth in this Article, and
- 3.1.5 an agreed upon date for meeting the PM(s).
- 3.2 Once CenturyTel completes the Gap Closure Plan and provides this plan to Socket, the Parties shall meet within five business days to mutually approve the plan. In total, the mutually agreed Gap Closure Plan will be completed within 20 business days from when Socket notified CenturyTel that such a plan is required. In the event the parties are unable to reach agreement on the Gap Closure Plan, either Party may request that the Staff of the Missouri Public Service Commission participate in informal mediation or make invoke the Dispute Resolution provisions of this Agreement.
- 3.3 The Gap Closure Plans will be reviewed monthly, or more frequently as updated data and analysis are available.
- 3.4 The specific measurements that apply to this Agreement are described in Appendix – Performance Measures.
- 4.0 PERFORMANCE INCENTIVES
- 4.1 If CenturyTel fails to meet an applicable PM for three Contract Months in a six-month period CenturyTel must thereafter submit to Socket a Gap Closure Plan consistent with the requirements set forth in Section 3 above. For any PM for which the number of observations does not equal 75 or more non-excluded observations within a measured month, CenturyTel is required to submit a Gap Closure Plan only if Socket reports misses in accordance with the procedures set forth in Section 4.5 as compared to the measured benchmark or benchmarks for either (a) three consecutive months over a six-month period, or (b) three consecutive Rolling Frame Periods within a twelve-month period. **For any PM for which CenturyTel's performance is calculated over a time period greater than one month, pursuant to Section 4.5.4 below, CenturyTel is required to submit a Gap Closure Plan only if Socket reports three consecutive misses within a twelve-month period.**
- 4.2 If CenturyTel fails within the prescribed time period to submit a Gap Closure Plan to Socket, Socket shall receive a credit or payment of Five Thousand Dollars (\$5,000). Said credit or payment shall be made within five (5) days of Socket demand.
- 4.3 When CenturyTel and Socket finalize a Gap Closure Plan, CenturyTel will commence implementation of that plan immediately. If CenturyTel fails to meet its commitments under the Gap Closure Plan, Socket shall receive a credit or payment, as appropriate, in the sum of up to Fifteen Thousand (\$15,000) payable on demand within five (5) days, as set forth below.
 - 4.3.1 Credit or payment of Five Thousand Dollars (\$5,000) for failure to implement the process improvements outlined in the plan. The parties may, upon mutual agreement, modify the process improvement in the plan during the life of the plan.

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- 4.3.2 Credit or payment of Five Thousand Dollars (\$5,000) for failure to achieve performance improvements by the completion date of the approved Gap Closure Plan.
- 4.3.3 Credit or payment of Five Thousand Dollars (\$5,000) for failure to complete the Gap Closure Plan on Schedule.
- 4.4 The purpose of the credits or payments described above or set forth in Appendix – Performance Measures are to serve as an incentive for CenturyTel to achieve appropriate performance and to provide credit or liquidated damages, because actual damages are difficult to ascertain. They are not a substitute for either Party’s right to institute dispute resolution processes set forth elsewhere in this Agreement.
- 4.5 Performance Tracking and Measuring
 - 4.5.1 Socket will begin tracking CenturyTel’s performance for the Performance Measures for which Socket is identified as the responsible party no earlier than the first day of the calendar month beginning after the date on which this Agreement is approved by the Commission.
 - 4.5.2 Subject to Section 4.5.4 below, Socket will begin calculating CenturyTel’s performance as compared to the standards set forth for in the Performance Measures for which Socket is identified as the responsible party no earlier than the first day of the month that begins not less than thirty (30) calendar days following the date on which Socket begins tracking CenturyTel’s performance under Section 4.5.1
 - 4.5.3 Except for any specific exclusion(s) stated in the individual Performance Measures, Socket shall calculate CenturyTel’s performance as compared to the standard set forth in the individual Measures based upon the total number of observations of the activity being measured during the **stated time period measured month or Rolling Frame Period**, as applicable.
 - 4.5.4 For each Performance Measure, a minimum number of (a) 75 non-excluded observations of the activity being measured within a calendar month, or (b) 150 non-excluded observations of the activity being measured within a Rolling Frame Period must be aggregated before CenturyTel’s performance may be compared to the Benchmark provided for in the applicable Performance Measure.
 - 4.5.4.1 If the non-excluded observations of an activity being measured aggregates to a total of more than 150 in a Rolling Frame Period, CenturyTel’s performance for the Rolling Frame Period shall be compared to the monthly Benchmark in the applicable Performance Measure as if it were a monthly measurement.
 - 4.5.4.2 If CenturyTel’s aggregated performance in the Rolling Frame Period, as applicable, does not meet the Benchmark set forth in the applicable Performance Measure, it will be counted as one monthly “miss” for

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purposes of calculating the credit due or payment to be made to Socket, not as separate “misses” for each of the months made a part of the Rolling Frame Period. After 150 or more non-excluded observations of the activity being measured within the Rolling Frame Period are aggregated and compared with the applicable Benchmark, a new Rolling Frame Period will commence in accordance with Section 1.3.5.5.

- 4.5.4 For each Performance Measure, a minimum number of thirty (30) non-excluded observations of the activity being measured must be tracked in order for CenturyTel’s performance to be compared to the standard set forth in such Measure. Observations will be accumulated over sequential months until the minimum number of observations is reached; the comparison of CenturyTel’s performance against the standard set forth in a Performance Measure will be treated as if it were a monthly measurement and compared to the monthly Benchmark for the applicable Performance Measure. If CenturyTel’s performance does not meet the standard set forth in the measure, it will be counted as one monthly “miss” for purposes of calculating the credit due or payment to be made to Socket, not as separate “misses” for each of the applicable months. The count of observations will not be carried over, but will begin again in the month following the month in which CenturyTel’s performance was measured against the standard. That is, if a minimum of thirty (30) observations is reached in month three, then at the start of month four the count begins at one (1) with the first observation.**
- 4.5.5** Socket shall submit its bill requesting payment of any amount(s) due from CenturyTel for “missed” performance no later than sixty (60) days following the end of the calendar month in which **CenturyTel’s performance was calculated to have not met the standard set out in the applicable Performance Measure** the last non-excluded observation of CenturyTel’s performance that was made part of the calculation of CenturyTel’s alleged failure to meet the applicable Benchmark occurs. Any dispute regarding Socket’s calculation of the amount(s) due shall be resolved in accordance with the billing dispute provisions of Article III of this Agreement.